



Department of
Medicaid

**OHIO DEPARTMENT
OF MEDICAID**

RFP# ODMR-2021-0020 – RFP BASE

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1. EXECUTIVE SUMMARY

1.1 Purpose

This is a Request for Competitive Sealed Proposals (RFP) under Sections 125.071, 125.18 and 5167.24 of the Ohio Revised Code (ORC) and Section 123:5-1-8 of the Ohio Administrative Code (OAC). The Ohio Department of Medicaid (ODM) releases this RFP to solicit proposals for the services of a single Pharmacy Benefit Manager (PBM) to be responsible for processing pharmacy claims for members of ODM Managed Care Organizations (MCOs), from this point forward called the Single Pharmacy Benefit Manager (SPBM). It is anticipated that the SPBM will assume responsibilities for fee-for-service (FFS) pharmacy benefits in the second year of the Contract.

The SPBM will operate under the authority of a 1915(b) waiver as a Prepaid Ambulatory Health Plan (PAHP) as defined in 42 CFR 438.2. As a PAHP, the SPBM will operate under a non-risk contract with ODM to provide pharmacy benefit services to Medicaid individuals. Under this Contract, providers will be compensated using a transparent pass-through method of payment of ingredient cost and fees funded by ODM. Through this pass-through of costs, there will be no financial impact to the selected SPBM resulting from any changes in utilization. The SPBM will be compensated for its administrative costs through direct payment from ODM and may also be able to enter additional payment arrangements with the State or MCOs for services extending beyond those defined in the primary Contract.

The SPBM will be responsible for maintaining and operating all technology and business components of this solution for the duration of this Contract. The Contractor must provide adequate resources and personnel necessary to continuously deliver the highest quality services to the Medicaid members, providers, MCOs, and ODM. The SPBM must be able to fully support the functions specified within this RFP and be a strategic partner with ODM to advance the Ohio Medicaid pharmacy program.

The SPBM will maintain a pharmacy claims system that will integrate with the Ohio Medicaid Enterprise System (OMES), ODM's accounting system, ODM's enterprise data warehouse (EDW), and Medicaid contracted MCOs, pharmacies, and prescribers. For calendar year 2019, paid claims volume for MCO claims was 45 million and for FFS claims was 4.5 million.

1.2 Avoidance of Conflict of Interest

The SPBM will be prohibited from requiring an individual to obtain a drug, biologic, or other prescribed product from a pharmacy owned by, operated by, or affiliated with the SPBM.

Additionally, in accordance with 45 CFR 455.104 and ORC § 5167.24, the SPBM will be required to disclose ownership, financial interests, or affiliations with other entities that might be considered to have a position of influence on its operations (e.g., ODM-contracted MCOs, MyCare Ohio plans, pharmaceutical manufacturers and wholesalers, pharmacies and their buying groups doing business in Ohio). If the awarded SPBM has or later acquires a common ownership interest, shared financial interests, or is otherwise affiliated with an Ohio MCO or any other entity in a manner that presents or may appear to present a conflict of interest, as determined by ODM, the SPBM will be required to create

and submit a detailed Conflict Avoidance Plan of Action (Plan of Action). The Plan of Action must detail the SPBM's policies, procedures, and practices that ensure separation between the SPBM and the MCO or other entity, specifically regarding the sharing of information, communication, and data.

Due to the vital need for extensive collaboration and data exchange between the SPBM and all Ohio MCOs, the SPBM must always demonstrate a commitment to independence and objectivity. The SPBM must establish clear boundaries to assure the State and the MCOs that all data provided to it through the SPBM Contract will remain confidential. The SPBM may not use or disclose information obtained under the SPBM Contract for any purpose other than to fulfill its obligations under the Contract. Access to the records and data provided under the SPBM Contract is restricted to authorized employees, officials, subcontractors, and other persons who need it to perform duties related to this Contract. The SPBM must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the records and data it creates, receives, maintains, or transmits on behalf of ODM against use or disclosure not provided for by the SPBM Contract.

ODM may, in its sole discretion, determine that a potential conflict of interest exists. If ODM determines that a potential conflict exists, then the involved parties will be given an opportunity to remedy the potential conflict. However, if the conflict cannot be overcome to the satisfaction of ODM, then the Offeror or Contractor will be excluded from award or retention as the contracted SPBM.

1.3 OMES Modernization Background

Ohio's approach to implementing a modernized Ohio Medicaid Enterprise System (OMES) is the phased implementation and sustained operation of modular systems supporting the business operations of the Ohio Medicaid Enterprise (OME), consisting of ODM and the Sister State Agencies including:

- Ohio Department of Jobs and Family Services (ODJFS)
- Department of Administrative Services (DAS)
- Ohio Department of Developmental Disabilities (DODD)
- Ohio Department of Aging (ODA)
- Ohio Department of Mental Health & Addiction Services (OhioMHAS)
- Opportunities for Ohioans with Disabilities (OOD)
- Ohio Department of Health (ODH)
- Ohio Attorney General (OAG)
- Ohio Office of Budget and Management (OBM)

With a network of approximately 150,000 active providers, ODM delivers healthcare coverage to more than 2.9 million residents of Ohio on a daily basis. In Fiscal Year (FY) 2019, 90 percent of Ohio Medicaid's caseload was enrolled in one of the MCOs which have contracted with ODM to provide Medicaid services. Currently, ODM maintains and administers a Fee-for-Service (FFS) program for services carved

out of managed care and individuals not required to enroll with MCOs. The FFS membership consists primarily of individuals dually eligible for Medicaid and Medicare, children enrolled in the ODH Bureau for Children with Medical Handicaps (BCMh), individuals enrolled in Home and Community Based Services (HCBS) and other waiver programs, and individuals living in institutionalized settings.

Stakeholders

Multiple stakeholders have an interest in the successful implementation of the OMES modules. These stakeholders are identified in **Table 1** below. The number and type of stakeholders are subject to change.

Table 1 – OMES Stakeholders

Stakeholder Group	Description
Individuals	Individuals seeking or receiving benefits and services from the OME programs.
Providers	Businesses and individuals providing products and services to covered individuals and seeking reimbursement for the products and services provided.
ODM Staff	ODM staff providing oversight of the Medicaid program and collaboration with other State, local and federal entities
Sister State Agencies	These Agencies have varying levels of interaction, oversight of the OME Project and resulting modules (not necessarily SPBM): <ul style="list-style-type: none"> ➤ Ohio Department of Job and Family Services (ODJFS) ➤ Ohio Department of Administrative Services (DAS) ➤ Ohio Department of Developmental Disabilities (DODD) ➤ Ohio Department of Aging (ODA) ➤ Ohio Department of Mental Health & Addiction Services (OhioMHAS) ➤ Opportunities for Ohioans with Disabilities (OOD) ➤ Ohio Department of Health (ODH) ➤ Ohio Attorney General (OAG) ➤ Ohio Office of Budget and Management (OBM)
MCOs	Managed Care Organizations provide health administration services for 90% of the Ohio Medicaid population. Currently, the MCOs are: <ul style="list-style-type: none"> ➤ Buckeye Health Plan ➤ CareSource ➤ Molina Healthcare of Ohio ➤ Paramount Advantage ➤ UnitedHealthcare Community Plan of Ohio
Federal Partners	The Centers for Medicare and Medicaid Services (CMS) is a federal agency within the United States Department of Health and Human Services (HHS) that works in partnership with state governments to administer Medicaid and the Children’s Health Insurance Program (CHIP).

Stakeholder Group	Description
Business Associates	Organizations or vendors that consume data to support business functions include: <ul style="list-style-type: none"> ➤ Accenture (Ohio Benefits) ➤ DXC (MITS) (Legacy MMIS) ➤ MAXIMUS (Provider Network Management) ➤ Change Healthcare (FFS PBM) ➤ International Business Machines (IBM) (Quality Decision Support System) ➤ Health Management Systems (HMS) (TPL)

OMES Program Goals and Objectives

The successful Contractor must demonstrate an understanding of the OME goals and objectives for the modernization of the current system components and describe how its proposed solution facilitates achievement of these goals and objectives for ODM and the Sister State Agencies. OMES contractors are expected to be collaborative partners in the administration and innovation of the programs managed by ODM and the Sister State Agencies.

The program goals and objectives apply to all components and stakeholders of the OMES, and include:

- Addressing known business issues within Medicaid operations
- Enhancing Statewide data sharing across agencies
- Improving access to broader sets of harmonized data for analytical and reporting purposes
- Improving services to individuals through increased self-service capabilities supporting the ODM suite of medical programs
- Increasing interagency collaboration to better support overall program needs through collaborative program definitions and potential sharing of resources across agencies
- Increasing flexibility in system logic for payment mechanisms, oversight of waiver and demonstration programs, and isolation of business logic from applications with the use of business rules engines as appropriate
- Improving availability of flexible reporting and specialized analytical tools using comprehensive sets of Medicaid data
- Improving access to clinical data analysis tools
- Expanding use of automation in business and system task activities through improved integration and automation across business operations
- Increasing management and monitoring of performance in systems and programs
- Using the ODM Organizational Change Management (OCM) process to address impacts on current business operations

- Transitioning of system functions from older, isolated systems to modern technical components
- Procuring comprehensive provider management services including improved eligibility determination, screening, enrollment, credentialing, monitoring, and automated background checks for all providers
- Procuring comprehensive services supporting Long Term Care (LTC) oversight including robust management of facility service agreements, LTC rate setting, integration of required facility reporting data, and tracking of resident grievance activities
- Better automation supporting oversight of the MCOs in establishing and adjusting capitated rates, maintenance of comprehensive encounter data, and other MCO data to monitor administrative and clinical performance
- Comprehensive financial management related to Medicaid operations across all State agencies through improved integration of financial data for State and federal reporting purposes, centralized management of payments, reconciliation, recoupment and recovery, and financial management in accordance with Generally Accepted Accounting Principles (GAAP) or equivalent accounting principles
- Operational responsibility assignment for select business functions to experienced groups or individuals

Conceptual Module Architecture of the OMES

The current technology platform of the OME includes Ohio's Medicaid Information Technology System (MITS), which provides core claims processing and related services including Electronic Data Interchange (EDI), financial, and analytical services. The Ohio Benefits system provides integrated eligibility and program enrollment for Medicaid and other State programs. There are several additional computer systems providing comprehensive support for Ohio's Medicaid operations, including systems operated by the Sister State Agencies, and a collection of additional ODM applications known as the **ODM Ancillary Systems**. The Sister State Agencies operate systems supporting specific programs for which they have responsibility. These systems are expected to be integrated with or replaced by future OMES components.

The OMES modules are interconnected through the systems integration platform that will be deployed, maintained, and operated by the OMES Systems Integration Contractor. Modules and components are expected to provide cohesive functionality to achieve a specific set of business or technical purposes, providing the flexibility to replace or enhance individual modules as part of an iterative modernization with minimal impact to other OMES modules. The OMES modularization approach is illustrated in **Figure 1** below.

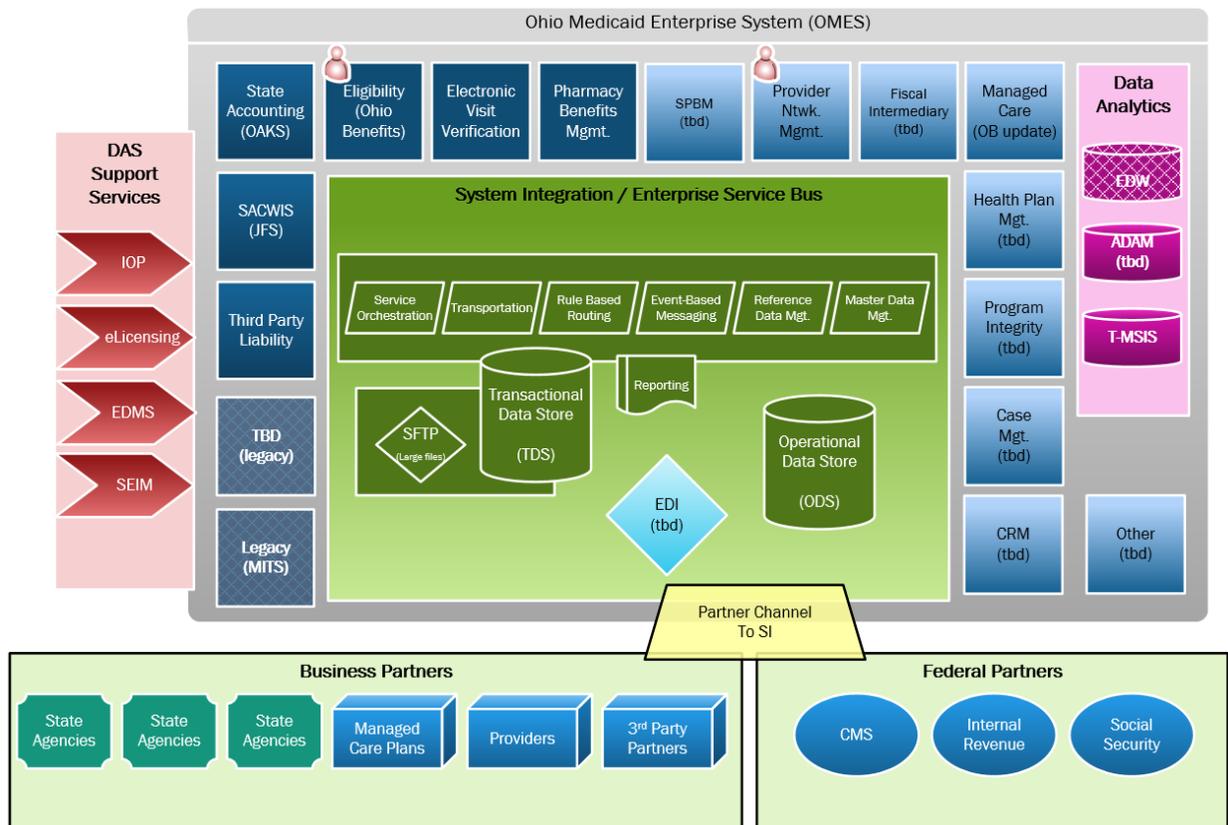


Figure 1 – OMES Architecture

Integration services, as depicted in the Systems Integration/Enterprise Service Bus (ESB), are central to communication and data flow. ODM is working with the Systems Integrator (SI) Contractor to use best practices for extranet communications when implementing the OMES utilizing an ESB combined with web services. Each Module Contractor, including the selected SPBM Contractor, is expected to work collaboratively with the SI in the development and management of shared services and data flow.

Technical architectures of individual modules are not pre-defined by ODM; instead, performance and security expectations are defined through requirements, allowing Offerors to propose solutions of any architecture that meet those requirements. It is expected that Offerors may propose solutions that operate in cloud environments using the **Software as a Service** approach. The selected SPBM Contractor is expected to ensure the privacy and security of OMES data as defined in **Supplement Four: State Information Security and Privacy Requirements, State Data Handling Requirements** of this RFP. ODM retains ownership of all OMES data and the Contractor is expected to deliver OMES data at the expiration or termination of the Contract.

Governance

Within the **ODM Project Management Oversight Group**, module contractors are expected to work with the following entities or their successors, supporting the implementation and operations of OMES:

- **Project Management Office (PMO)** – The ODM PMO is responsible for management and oversight of all module implementations. The PMO reports program schedule, risks, issues, and status to governing body stakeholders.
- **Independent Verification and Validation (IV&V)** – Berry Dunn has been contracted by DAS, on behalf of ODM, to provide CMS-required IV&V responsibilities and reporting. Contractors are expected to cooperate with IV&V requests for information.
- **Project Quality Assurance (PQA)** – The ODM PQA team is responsible for quality assurance of OMES artifacts and oversight of OMES module certification activities. Module contractors work with the PQA team to provide supporting evidence for CMS required certification activities.
- **Systems Integrator** – Deloitte is providing systems integration services and is assisting ODM in the detailed planning, incremental implementation, and maintenance and operation of the modular OMES.
- **ODM Business, Operations, and Technical Lead(s)** – The ODM leads are responsible for strategic visioning and oversight of the OMES architecture. Contractors are expected to actively participate in meeting requests and the coordination of ongoing maintenance, operations, and implementation efforts.

1.4 RFP Process

If a suitable Proposal is received in response to this RFP, ODM may elect to enter into a Contract with the selected Offeror (the Contractor) to perform all or part of the Project. This RFP provides details on what is required to submit a Proposal for the Project, how ODM will evaluate the Proposals, and what will be required of each Contractor in performing the Project. This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the Project. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand.

Once awarded, the term of the Contract will be from the award date until the Project is completed to the satisfaction of ODM and the Contractor is paid or June 30, 2023 whichever is sooner. ODM may renew this Contract for up to three additional 2-year terms, subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium for a maximum Contract term expiring June 30, 2029. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of ODM.

ODM may reject any Proposal if the Offeror fails to meet a deadline in the submission or evaluation phases of the selection process or objects to the dates for performance of the Project or the terms and conditions in this RFP.

Minority Business Enterprise (MBE)

ODM is committed to making more State contracts and opportunities available to **Minority Business Enterprises (MBEs)** certified by the Ohio Department of Administrative Services pursuant to ORC § 123.151 and OAC § 123:2-15-01.

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

For more information regarding MBE and MBE certification requirements, please refer to the DAS Equal Opportunity Division (EOD) Web site at:

<https://das.ohio.gov/Divisions/Equal-Opportunity/Business-Certification/Minority-Business-Enterprise-MBE-Program>

In addition, to search for Ohio Certified-MBE Providers, use the following search routine published on the DAS Equal Opportunity Division website:

1. Navigate to <https://eodreporting.oit.ohio.gov//searchMBE.aspx>
2. Select **MBE Certified Providers** as the **EOD Search Area** selection.
3. On the subsequent screen, at a minimum, select the appropriate **Procurement Type** (e.g., **Information Technology Service**) as a search criterion.
4. Select **Search**.
 - ✓ A list of Ohio Certified-MBE Providers will be displayed.

Veteran-Friendly Business Enterprise (VBE) Program

The State of Ohio's **Veteran-Friendly Business Enterprise (VBE)** Procurement program may provide preference or bonus points to certified companies that compete to contract with the State to supply the goods or services it needs, including eligible construction services.

To be eligible for certification, the applicant business must satisfy one of the following criteria:

- At least ten percent of its employees are veterans or on active service;
- At least fifty-one (51%) percent of the applicant business is owned by veterans or persons on active service;
- If the applicant business is a corporation fifty-one (51%) percent of which is not owned by veterans or persons on active service, at least fifty-one (51%) percent of the board of directors are veterans or persons on active service; or
- The business is certified by the United States Department of Veterans Affairs as a **Service-Disabled Veteran-Owned Small Business** or a **Veteran-Owned Small Business** and the owner(s) of the business meets the definition of veteran as defined in ORC § 123:5-1 General Provisions.

Information regarding the Veteran-Owned Small Business General Provisions can be located at the following link:

<http://das.ohio.gov/LinkClick.aspx?link=http%3a%2f%2fcodes.ohio.gov%2foac%2f123%253A5-1&tabid=1269&portalid=0&mid=4819>.

Information regarding how to obtain Veteran-Friendly Business Enterprise Business Certification can be located at the following link:

[http://das.ohio.gov/Divisions/EqualOpportunity/BusinessCertification/Veteran-FriendlyBusinessEnterprise\(VBE\)Program.aspx](http://das.ohio.gov/Divisions/EqualOpportunity/BusinessCertification/Veteran-FriendlyBusinessEnterprise(VBE)Program.aspx).

1.5 Scope of Work

An overview of the Scope of Work is provided below. The Scope of Work and requirements are provided in greater detail within **Supplement One** to this RFP.

In summary, the required functionality for the **OMES Single Pharmacy Benefit module** includes:

- **Functional Requirements** – Services and support for specific business processes including:
 - ✓ Claim Processing
 - ✓ Utilization Management, including prior authorization
 - ✓ Finance Management
 - ✓ Customer Service Center
 - ✓ Claim Review
 - ✓ Clinical Quality
 - ✓ PAHP Functions and Operations
 - ✓ Future Goals and Potential Functionality and Services
- **Technical Requirements** – Technical and application architecture for the proposed solution, and support for Project planning, configuration, and integration activities in compliance with related standards
- **Implementation Requirements** – Support for project management, certification, and deployment activities including testing and training, that drive the implementation of the solution
- **Maintenance and Operations Requirements** – Ongoing technical and operational support following implementation to ensure the solution is fully functional and performing optimally throughout its life cycle

Any potential future enhancements will be based on the **Interval Deliverable Agreement (IDA)** process (see **Attachment Two**).

1.6 Anticipated Procurement Timetable

The schedule for the procurement process is given below. ODM reserves the right to revise this schedule at any time.

Firm Dates

RFP Issued:	July 24, 2020
Q&A Period Begins:	July 24, 2020
Q&A Period Ends:	August 24, 2020 at 8:00 a.m. (Columbus, Ohio local time)
Proposal Due Date:	September 4, 2020 at 4:00 p.m. (Columbus, Ohio local time)

Estimated Dates

Award Date:	January 26, 2021
Work Begins:	March 16, 2021
Production Implementation:	December 11, 2021
Contract Term:	February 1, 2021 – June 30, 2029 (Includes all available extensions)

There are references in this RFP to the Proposal due date. Unless it is clearly provided to the contrary in this RFP, any such reference means the date and time (Columbus, Ohio local time) that the Proposals are due and not just the date.

In accordance with ORC §126.07, ODM contracts are not valid and enforceable until the Officer of Budget and Management (OBM) certifies the availability of appropriate funding, as indicated by the approval of the Purchase Order (PO). The selected Offeror may neither perform Work nor submit an invoice for payment for Work performed for this Project for any time period prior to the PO approval date. ODM will notify the selected Offeror when the requirements of ORC §126.07 have been met and send them a copy of the PO.

Subject to Controlling Board approval, the Contract period is expected to run from Contract award through June 30, 2023 contingent upon satisfactory performance, continued availability of funding, and all required approvals. Renewal may be subject to approval by the Controlling Board.

2. STRUCTURE OF THIS RFP

This RFP is organized into four primary components, which include:

1. Sections
2. Attachments
3. Supplements
4. Templates

2.1 Response Templates Organization

This RFP components include five (5) sections, ten (10) attachments, seven (7) supplements, and six (6) response templates.

Sections:

- | | |
|------------------|-------------------------|
| 1. Section One | Executive Summary |
| 2. Section Two | Structure of this RFP |
| 3. Section Three | Procurement Process |
| 4. Section Four | Evaluation of Proposals |
| 5. Section Five | Award of the Contract |

Attachments:

- | | |
|---------------------|---|
| 1. Attachment One | Evaluation Criteria |
| 2. Attachment Two | Special Provisions and Interval Deliverable Agreement (IDA) |
| 3. Attachment Three | Requirements for Proposals |
| 4. Attachment Four | General Terms and Conditions |
| 5. Attachment Five | Sample Contract |
| 6. Attachment Six | Offeror Certification Form |
| 7. Attachment Seven | Offeror Profile |
| 8. Attachment Eight | Affirmation and Disclosure Form |
| 9. Attachment Nine | Cost Proposal |
| 10. Attachment Ten | Moral Objection Disclosure Form |

Supplements:

- | | |
|-------------------|---------------|
| 1. Supplement One | Scope of Work |
|-------------------|---------------|

2. Supplement Two System Retirement and Transition Plan
3. Supplement Three State IT Policy, Standard and Service Requirements
4. Supplement Four State Information Security and Privacy Requirements, State Data Handling Requirements
5. Supplement Five Cloud Services Supplement
6. Supplement Six Additional Managed Care Criteria
7. Supplement Seven Draft Managed Care Rules

Response Templates:

1. Template A Cover Letter, Executive Summary, and Subcontractor Letters
2. Template B Terms and Conditions
3. Template C Offeror Profile
4. Template D Administrative Forms
5. Template E Assumptions
6. Template F Cost Proposal Workbook

3. PROCUREMENT PROCESS

The following sections provide details on how to obtain more information about this RFP and how to respond to it. All responses must be complete and in the prescribed format.

3.1 Contacts

From the date this RFP is issued until a contract is awarded, there may be no communications concerning the RFP between any Offeror and any employee, contractor, or subcontractor of ODM.

The only exceptions to this prohibition are as follows:

- Communications conducted pursuant to **Section 3.2**, Internet Question and Answer Period, RFP Clarification Opportunity
- As part of any Offeror interview process or Proposal clarification process initiated by ODM, which ODM deems necessary to make a final selection

Any contact with ODM during the RFP process must be made to ODM Office of Contracts and Procurement (OCP) at:

ODM_Procurement@medicaid.ohio.gov

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

If potential Offerors need to communicate regarding this procurement, they must contact ODM using the email address above. Offerors are cautioned that communication attempts which do not comply with these instructions will not be answered. Any communication considered prohibited, may disqualify Offerors from participation in this procurement.

3.2 Internet Question and Answer Period

Potential Offerors or other interested parties may submit questions seeking clarifications of this RFP during the Q&A period listed in **Section 1.5, Anticipated Procurement Schedule**, by using the following internet process:

- Access the ODM Website at <http://medicaid.ohio.gov>
- Go to the **Resources** tab and select **Legal and Contracts**
- Select **RFPs**, then under **Current Opportunities** select the appropriate posting from the **Procurement Link** column
- Select the **Submit Inquiry** option button
- On the **Procurement Opportunity Search Results** page, click the hyperlinked **Document/Bid Number**

- On the **Procurement Opportunity Details** page, click the **Submit Inquiry** button
- On the **Document Inquiry** page, complete the required **Personal Information** section by providing:
 - ✓ First and last name of prospective Offeror's representative or other interested party's representative who is responsible for the inquiry
 - ✓ Company Name
 - ✓ Representative's business phone number
 - ✓ Representative's email address
- Type the inquiry in the space provided including:
 - ✓ A reference to 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
- Enter the **Confirmation Number** at the bottom of the page.
- Click the **Submit** button.

Offerors may view inquiries and responses on the State's Procurement website by using the process described above and by clicking the **View Q & A** option button on the **Document Information** page.

ODM's responses to all questions will be posted on the DAS website which may be accessed by using the process described above and by clicking the **View Q & A** option button on the **Document Information** page.

ODM is under no obligation to acknowledge questions submitted through the process if those questions are not in accordance with these instructions and will not provide answers directly to the Offerors or interested parties.

ODM will not respond to any inquiries received after 8:00 a.m. local Columbus, OH time on the Q&A end date.

ODM may, at its option, disregard any questions which do not appropriately reference an RFP provision or location within the RFP, or which do not include identification of the originator of the question.

ODM does not consider questions asked during the Q&A period through the inquiry process as exceptions to the terms and conditions of this RFP.

3.3 Amendments to the RFP

ODM reserves the right to revise the RFP at any time. If ODM revises this RFP before the Proposals are due, ODM will post those amendments to the website which can be accessed at <http://medicaid.ohio.gov> following the instructions provided in **Section 3.2** above. All interested Offerors must refer to that website regularly for amendments, addenda, or other announcements. ODM

will not specifically notify Offerors of changes or announcements related to this RFP except through the website posting. It is the sole responsibility of the Offeror to be aware of, and to fully respond to, all updated information posted on the original website.

3.4 Proposal Submittal

Each Offeror must submit a Technical Proposal and a Cost Proposal before the proposal due date following the instructions given in **6.3 Attachment Three: Requirements for Proposals**. The Technical and the Cost Proposal must each be separately packaged and sealed.

The Offeror must submit the Technical Proposal as a separate package from the Cost Proposal. Offerors are prohibited from including Project cost information (any dollar amounts which might be deemed indicative of the relative cost of the Project) in the Technical Proposals. Any Offeror including such information will be disqualified from consideration.

The **Technical Proposal** package must be sealed and contain one (1) originally signed and eight (8) paper copies, and one (1) digital copy (CD-ROM/USB) of the Technical Proposal. ODM prefers the digital copy be a single pdf document. If this is not possible, use as few pdf documents as possible.

Offerors are prohibited from including Project cost information or any dollar amounts which might be deemed indicative of the relative cost of the Project in the Technical Proposals. Any Offeror including such information will be disqualified from consideration.

The **Cost Proposal** package must contain one (1) original and one (1) paper copy, and one (1) digital copy (CD-ROM/USB) of the of the Cost Proposal.

The Offeror must provide a statement [signed by an authorized signatory legally binding the Offeror] indicating that the Offeror's proposal submitted in response to this RFP will be binding for 180 days from the proposal due date. If a Best and Final Offer (BAFO) is received, it replaces the initial cost proposal and the 180-day binding date will restart.

The outside cover of the package containing the Technical Proposal must be marked:

**TECHNICAL PROPOSAL FOR SINGLE PHARMACY BENEFIT MANAGER, RFP # ODMR-2021-0020
SUBMITTED BY [OFFEROR'S NAME].**

The outside cover of the package containing the Cost Proposal must be marked:

**DO NOT OPEN. COST PROPOSAL FOR SINGLE PHARMACY BENEFIT MANAGER, RFP # ODMR-2021-0020
SUBMITTED BY [OFFEROR'S NAME].**

The electronic copies of both the Technical and Cost Proposals should be labeled similarly labeled.

The Offeror's Proposal submission (the original Technical and Cost Proposals, all required copies, and CD-ROM/USBs) must be received by ODM OCP no later than **4:00 p.m.** Columbus, OH local time on **September 4, 2020**. Faxed or e-mailed submissions will not be accepted. Proposals must be addressed, for hand delivery or delivery by a private delivery company, as described below:

Office of Contracts and Procurement, RFP Unit

Ohio Department of Medicaid
50 West Town Street
Columbus, Ohio 43215

Offerors are **STRONGLY** encouraged to use a delivery company capable of hand-delivering their Proposals directly to ODM's security desk and of obtaining a date and time stamp. All Proposals must be received by OCP by the posted submission deadline, date, and time. A postmark date prior to the submission deadline does not satisfy the requirement that the proposal must be received by ODM prior to the deadline. No exceptions will be made.

The Offeror must 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 Offeror's score and possibly result in disqualification. In the event of any discrepancies or variations between copies, ODM is under no obligation to resolve the inconsistencies and may make its scoring and Offeror selection decisions, accordingly, including the decision to disqualify the Offeror.

ODM reserves the right to not review submitted appendices which include information or materials not required in the RFP.

Proposals received are deemed to be public records pursuant to ORC § 149.43. For purposes of this Section, the term "Proposal" will mean both the technical proposal and the cost proposal submitted by Offerors and any attachments, addenda, appendices, or sample products.

The State is not liable for any costs an Offeror incurs in responding to this RFP or from participating in the evaluation process, regardless of whether the State awards the Contract through this process, decides not to go forward with the Work, cancels this RFP for any reason, or contracts for the Work through some other process or through another RFP.

3.5 Trade Secrets Prohibition

Offerors are prohibited from including in their proposals any information considered to be a "trade secret" as that term is defined in ORC § 1333.61. Any proposal submitted in response to an ODM procurement effort which makes claims of trade secret information may be immediately disqualified from consideration upon ODM's discovery. ODM will consider all submissions to be free of trade secrets and will treat them accordingly. Proposal submissions will become the property of ODM.

3.6 Waiver of Defects

ODM may waive any defects in any Proposal or in the submission process followed by an Offeror, but ODM will only do so if ODM believes that it is in ODM's interest and will not cause any material unfairness to other Offerors.

3.7 Multiple or Alternate Proposals

ODM will not accept multiple Proposals from a single Offeror to the requirements of this RFP. Any Offeror that submits multiple Proposals may have all its Proposals rejected. Additionally, any Offeror that disregards a requirement in this RFP simply by proposing an alternative to it may have its Proposal rejected by ODM. Joint or collaborative proposals that require a contract with more than one prime vendor will be rejected.

3.8 Changes to Proposals

ODM will allow modifications or withdrawals of Proposals only if ODM receives them before the Proposal due date. No modifications or withdrawals will be permitted after the due date, except as authorized by this RFP.

3.9 Protest Procedure

A prospective or actual Offeror objecting to any matter relating to this RFP may file a protest using the following guidelines:

Protests must be made in writing and must contain the following information:

- The name, address, and telephone of the protestor
- The name and number of the RFP being protested
- A detailed statement of the legal and factual grounds for the protest, including any relevant documents
- A request for a ruling by ODM
- A statement as to the form of relief requested from ODM
- Any information the protestor believes to be essential to the determination of the factual and legal questions at issue

A Protest based on alleged improprieties in the **issuance of the RFP** or any other event preceding the closing date for receipt of proposals, must be filed no later than **3:00 p.m.**, Columbus, Ohio local time, on the closing date for receipt of proposals, as specified in **Section 1.6**, Anticipated Procurement Timetable, of this RFP.

A Protest based upon the **award selection** must be filed no later than **3:00 p.m.**, Columbus, Ohio local time, on the seventh (7th) business day after issuance of the award and denial letters. The date on these letters will be used to determine the timeliness of the protest.

If the Protest is received later than the time and dates established above, it will be considered untimely, but may be considered by ODM if ODM determines that the protest raises issues significant to ODM's procurement system.

All Protests must be addressed for delivery, as described below:

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

When a timely Protest is filed, the selection or contract process may be suspended until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODM determines that a delay will severely disadvantage ODM. The Offeror who would have been awarded the Contract will be notified of the receipt of the Protest.

ODM will issue written decisions on all timely protests and will notify any Offeror who filed an untimely protest as to whether the Protest will be considered.

4. EVALUATION OF PROPOSALS

4.1 Rejection of Proposals

ODM may reject any Proposal that proposes to do any work or make any State data available outside the United States. ODM also may reject any Proposal for which the Contractor has not submitted the *Affirmation and Disclosure Form* representing that it will ensure that all work as described in the RFP will be done within the United States and that all State data will remain in the United States.

4.2 Evaluation of Proposals Generally

The evaluation process may consist of up to six (6) distinct phases:

1. Initial review
2. Technical evaluation
3. Cost evaluation
4. Requests for more information
5. Interview, Presentations, and Demonstrations
6. Contract Negotiations

ODM may decide which phases are necessary, and ODM may rearrange the order in which it proceeds with the phases. ODM may add or remove sub-phases at any time, if ODM believes doing so will improve the evaluation process.

4.3 Clarifications and Corrections

During the evaluation process, ODM may request clarifications from any Offeror and may give any Offeror the opportunity to correct defects in its Proposal, if ODM believes doing so would not result in an unfair advantage for the Offeror, and it is in ODM's interest. ODM may reject any clarification that is non-responsive or is broader in scope than what was requested. If ODM does so, or if the Offeror fails to respond to the request for clarification, ODM may request a corrected clarification, consider the Offeror's Proposal without the clarification, or disqualify the Offeror's Proposal.

Corrections and clarifications must be completed off State premises.

4.4 Initial Review

ODM will review all Proposals for their format and completeness. ODM normally rejects incomplete or incorrectly formatted Proposals, though it may waive any defects or allow an Offeror to submit a correction, if ODM believes doing so would not result in an unfair advantage for the Offeror and it is in ODM's interest. After the initial review, ODM will forward all timely, complete, and properly formatted Proposals to an evaluation team, which the Procurement Representative will lead.

4.5 Technical Evaluation

ODM will evaluate each Proposal that it has determined is timely, complete, and properly formatted. The evaluation will be scored according to the criteria identified in this RFP, including the mandatory requirements identified in **Attachment One**, and requirements described in **Supplement One – Scope of Work**. Other attachments to this RFP may further refine these requirements, and ODM has a right to group these requirements into components and weight components according to their perceived importance. See **Section 6.1** for weighting of requirement components.

ODM may also have the Proposals or portions of them reviewed and evaluated by independent third parties or various state personnel with experience that relates to the Work or to a criterion in the evaluation process. Additionally, ODM may seek reviews from end users of the Work or the advice or evaluations of various state personnel who have subject matter expertise or an interest in the Work. ODM may adopt or reject any recommendations it receives from such reviews and evaluations or give them such weight as ODM believes is appropriate.

During the technical evaluation, ODM will calculate a point total for each Proposal that it evaluates. ODM reserves the right to reject any Proposal receiving a significant number of zeros for sections in the technical portions of the evaluation. ODM may select those Offerors submitting the highest scored Proposals for the next phase. The number of Proposals that advance to the next phase will be within ODM's discretion, but regardless of the number of Proposals selected, they will be the highest-rated Proposals from this phase.

At any time during this phase, ODM may ask an Offeror to correct, revise, or clarify any portions of its Proposal.

ODM will document all major decisions and make these a part of the Contract file, along with the evaluation results for each Proposal considered.

Any Proposal that does not meet the minimum required Technical Proposal score as defined in **Attachment One** will be disqualified from any further consideration and not be considered for award of the Contract. The accompanying Cost Proposal will not be evaluated. In any case where no Proposal meets all mandatory requirements, the provisions in 4.7 may apply.

4.6 Requirements

Attachment One provides criteria that ODM will use to evaluate the Proposals, including any mandatory requirements. If the Offeror's Proposal meets all the mandatory requirements, the Offeror's Proposal may be included in the next phase of the evaluation, which will consider other requirements as described in **Table 2** in **Attachment One**.

In the case of any requirements for a team of people the Offeror is proposing, the Offeror must submit a team to do the Work that collectively meets all the team requirements. The experience of multiple candidates may not be combined to meet a single requirement. Further, previous experience of the candidate submitted for a position may not be used to meet any other team member requirements. Each candidate proposed for the Work team must meet at least one (1) of the requirements.

This RFP asks for responses and submissions from Offerors, most of which represent components of the requirements in **Attachment One**. While each requirement represents only a part of the total basis for a decision to award the Contract to an Offeror, if an Offeror fails to make a required submission or to meet a mandatory requirement the Offeror's proposal may be rejected. The value assigned above to each requirement is only a value used to determine which Proposal is the most advantageous to ODM in relation to the other Proposals that ODM received. It is not a basis for determining the importance of meeting that requirement.

If ODM does not receive any Proposal that meets all the mandatory requirements, ODM may cancel this RFP. Alternatively, if ODM believes it is in ODM's interest, ODM may continue to consider the highest-ranking Proposals despite the failure to meet all the mandatory requirements. In doing this, ODM may consider one or more of the highest-ranking Proposals. However, ODM may not consider any lower-ranking Proposals unless all Proposals ranked above it are also considered, except as provided below.

If an upper ranking Proposal contains a failure to meet a mandatory requirement, ODM may reject that Proposal and consider lower ranking Proposals. Before doing so, ODM will notify the Offeror of the situation and allow the Offeror an opportunity to cure its failure to meet that mandatory requirement.

If the Offeror cures its failure to meet a mandatory requirement, ODM may continue to consider the Offeror's Proposal. If the Offeror is unwilling or unable to cure the failure, its Proposal may be rejected. ODM may continue to consider the other remaining Proposals, and may at its own discretion, include Proposals that ranked lower than the rejected Proposal.

4.7 Cost Evaluation

Once the technical merits of the Proposals are considered, ODM may consider the costs of one or more of the highest-ranking Proposals. ODM has discretion to wait until after any interviews, presentation, and demonstrations to evaluate costs.

ODM may select one or more of the Proposals for further consideration in the next phase of the evaluation process based on the cost evaluation score described in **Attachment One**.

The Proposal(s) selected for consideration in the next phase will always be the highest-ranking Proposal(s) based on this analysis. ODM will not move a lower-ranking Proposal to the next phase unless all Proposals that rank above it also are moved to the next phase, excluding any Proposals that ODM disqualifies because of excessive cost or other irregularities.

If ODM finds that it should give one or more of the highest-ranking Proposals further consideration, ODM may move the selected Proposals to the next phase. Alternatively, ODM may choose to bypass any or all subsequent phases and make an award based solely on its scoring of the preceding phases, subject only to its review of the highest-ranking Offeror's responsibility.

4.8 Interviews, Presentations, and Demonstrations

ODM may hold presentations, demonstrations, or interviews after the technical evaluation, and will limit them to one or more of the highest-ranking Offerors. Typically, these discussions provide an Offeror an opportunity to do one or more of the following:

- Clarify its Proposal and ensure a mutual understanding of the Proposal's content
- Showcase its approach to the Work
- Demonstrate the professionalism, qualifications, skills, and work knowledge of its proposed candidates

ODM will schedule interviews at its convenience and discretion. ODM will determine the scope and format of the interviews and may record them. ODM will score the interviews. There are 119 total points available for interviews. Points earned will be added to the Technical and Cost points.

4.9 Determination of Responsibility

ODM may review the background of one (1) or more of the highest-ranking Offerors and its key team members and subcontractors to ensure their responsibility in accordance with O.R.C. 9.312. For purposes of this RFP, a key team member is a person that an Offeror identifies by name in its Proposal as a member of its proposed team. ODM will not award the Contract to an Offeror that it determines is not responsible or that has proposed candidates or subcontractors to do the Work that are not responsible. Determination of an Offeror's responsibility may include the following factors: experience of the Offeror and its key team members and subcontractors, their past conduct on previous contracts, past performance on previous contracts, ability to execute this Contract properly, and management skill. ODM may make this determination of responsibility based on the Offeror's Proposal, reference evaluations, a review of the Offeror's financial ability, and any other information ODM requests or determines is relevant.

Some of the factors used in determining an Offeror's responsibility, such as reference checks, may also be used in the technical evaluation of Proposals in phase two of the evaluation process. In evaluating those factors in phase two, the weight ODM assigns to them, if any, for purposes of the technical evaluation will not preclude ODM from rejecting a Proposal based on a determination that an Offeror is not responsible. For example, if the Offeror's financial ability is adequate, the value, if any, assigned to the Offeror's relative financial ability in relation to other Offerors in the technical evaluation phase may or may not be significant, depending on the nature of the Work. If ODM believes the Offeror's financial ability is inadequate, ODM may reject the Offeror's Proposal despite its other merits.

ODM may make a responsibility determination at any time during the evaluation process, but it typically will do so only once it has evaluated the technical merits and costs of the Proposals. ODM will review the responsibility of an Offeror selected for an award before making the award, if it has not already done so earlier in the evaluation process. If ODM determines that the Offeror selected for award is not responsible, ODM then may go down the line of remaining Offerors, according to rank, and determine responsibility of the next highest-ranking Offeror.

4.10 Reference Checks

As part of ODM's determination of an Offeror's responsibility, ODM may conduct reference checks to verify and validate the Offeror's and its proposed team members and subcontractors' past performance. Reference checks that indicate poor or failed performance by the Offeror or a proposed candidate or subcontractor may be cause for rejection of the Offeror's Proposal. Additionally, ODM may reject an

Offeror's Proposal as non-responsive if the Offeror fails to provide requested reference contact information.

ODM may consider the quality of an Offeror's and its candidates' and subcontractors' references as part of the technical evaluation phase, as well as in ODM'S determination of the Offeror's responsibility. ODM may also consider the information it receives from the references in weighing any requirement contained in the technical evaluation phase if that information is relevant to the requirement. In checking an Offeror's or any of its proposed candidates' or subcontractors' references, ODM will seek information that relates to the Offeror's previous contract performance. This may include performance with other governmental entities, as well as any other information ODM deems important for the successful operation and management of the Work and a positive working relationship between ODM and the Offeror. In doing this, ODM may check references other than those provided in the Offeror's Proposal. ODM also may use information from other sources, such as third-party reporting agencies.

4.11 Financial Capability

Part of ODM's determination of an Offeror's may include the Offeror's financial ability, including parent organization, to perform the Contract. This RFP may require the submission of audited financial statements from all Offerors in their Proposals, but if this RFP does not make this a requirement, ODM may still insist that an Offeror submit audited financial statements for up to the past three (3) years, if ODM is concerned that an Offeror may not have the financial ability to carry out the Contract. Also, ODM may consider financial information other than the information that this RFP requires as part of the Offeror's Proposal, such as credit reports from third-party reporting agencies.

4.12 Contract Negotiations

The final phase of the evaluation process may be contract negotiations. It is within the discretion of ODM to hold negotiations. An Offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal, and any Proposal that is contingent on ODM negotiating with the Offeror may be rejected. ODM is free to limit negotiations to particular aspects of any Proposal or the RFP, to limit the Offerors with whom ODM negotiates, and to dispense with negotiations entirely. If negotiations are held, they will be scheduled at the convenience of ODM, and the selected Offeror or Offerors must negotiate in good faith.

Should the evaluation result in a top-ranked Proposal, ODM may limit negotiations to only that Offeror and not hold negotiations with any lower-ranking Offeror. If negotiations are unsuccessful with the top-ranked Offeror, ODM then may go down the line of remaining Offerors, according to rank, and negotiate with the next highest-ranking Offeror. Lower-ranking Offerors do not have a right to participate in negotiations conducted in such a manner.

If ODM decides to negotiate simultaneously with more than one Offeror, or decides that negotiations with the top-ranked Offeror are not satisfactory and therefore negotiates with one or more of the lower-ranking Offerors, ODM then will determine if an adjustment in the ranking of the Offerors with

which it held negotiations is appropriate based on the negotiations. The Contract award, if any, would then be based on the final ranking of Offerors, as adjusted.

Auction techniques that reveal one Offeror's price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a Proposal will be reduced to writing by the Offeror as described below.

Following negotiations, ODM may set a date and time for the Offeror(s) with which ODM conducted negotiations to submit a best and final Proposal. If negotiations were limited and all changes were reduced to signed writings during negotiations, ODM need not require a best and final Proposal.

If best and final Proposals are required, they may be submitted only once, unless ODM determines that it is in ODM's interest to conduct additional negotiations. In such cases, ODM may require another submission of best and final Proposals. Otherwise, discussion of changes in the best and final Proposals will not be allowed. If an Offeror does not submit a best and final Proposal, ODM will treat that Offeror's previous Proposal as its best and final Proposal.

From the opening of the Proposals to the award of the Contract, ODM will seek to limit access to information contained in the Proposals to those people with a need to know the information. ODM also will seek to keep this information away from other Offerors, and ODM may not tell one Offeror about the contents of another Offeror's Proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any Offeror that seeks to gain access to the contents of another Offeror's Proposal may be disqualified from further consideration.

Negotiated changes will be reduced to writing and become a part of the Contract file, which will be available for public inspection after award of the Contract or cancellation of the RFP, provided ODM does not plan to reissue the RFP. If ODM plans to reissue the RFP, the Contract file will not be considered a public record until the subsequent RFP process is completed. Unless ODM agrees otherwise in writing, the Offeror must draft and sign the written changes and submit them to ODM within five (5) business days. If ODM accepts the changes, ODM will give the Offeror written notice of ODM's acceptance, and the negotiated changes to the successful offer will become a part of the Contract.

4.13 Failure to Negotiate

If an Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, ODM may terminate negotiations with that Offeror, remove the Offeror's Proposal from further consideration, and ODM will seek such other remedies as may be available in law or in equity.

5. AWARD OF THE CONTRACT

5.1 Contract Award

ODM plans to award the Contract based on the schedule in the RFP, if ODM decides the Work is in ODM's best interest and has not changed the award date.

Included with this RFP, as **Attachment Five**, is a sample of the Contract for the RFP. The Contract will bind ODM only when duly executed by State and selected Offeror's authorized representatives. After Contract execution, ODM will issue a purchase order.

The Contractor must begin work within fifteen (15) business days after ODM issues a purchase order, or on a mutually agreed start date, under the Contract. If ODM awards a Contract pursuant to this RFP, and the Contractor is unable or unwilling to perform the Work, ODM may cancel the Contract, effective immediately on notice to the Contractor. ODM then may return to the evaluation process under this RFP and resume the process without giving further consideration to the originally selected Proposal. Additionally, ODM may seek such other remedies as may be available to ODM in law or in equity for the selected Contractor's failure to perform under the Contract.

5.2 Business Associate Agreement

If awarded the Contract, the Offeror must agree to the **Business Associate Agreement provisions** within the Model Contract. The Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Agreement will be made a part of the Contract.

The Business Associate performs certain services on behalf of ODM pursuant to the underlying Contract that requires the exchange of information including protected health information protected by HIPAA and any associated regulations, and the federal regulations published at 45 Code of Federal Regulations (CFR) parts 160 and 164 (sometimes collectively referred to as "HIPAA"). ODM is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Contract are entering into this Agreement to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Contract into compliance with HIPAA.

5.3 Sample Contract

If this RFP results in a Contract award, the Contract will consist of this RFP, including all attachments, written amendments to this RFP, the Contractor's Proposal, Interval Deliverable Agreements (IDA), and written, authorized amendments to the Contractor's Proposal. It also will include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is included as an attachment to this RFP, but it incorporates all the documents identified above, including the **General Terms and Conditions** for the Contract that are contained in **Attachment Four** to this RFP. This set of materials supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this

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

1. The Contract (***Attachment Five***) in its final form
2. The RFP including supplements and attachments, along with the amended and clarified version of Contractor's Response. Contractor's Response includes ***Attachment Four – General Terms and Conditions***, and all other attachments, supplements and materials included in Contractor's Response as accepted by ODM
3. Interval Deliverable Agreements (IDA) as described in ***Attachment Two: Special Provisions & Interval Deliverable Agreement***
4. The attached ***Template F: Cost Proposal Workbook***
5. The applicable Purchase Order

Change Orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

The term of the Contract will be from the award date until the Work is completed to the satisfaction of ODM and the Contractor is paid or June 30, 2029 (includes all available extensions), whichever is sooner. ODM may renew this Contract for up to three additional 2-year terms, subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium for a maximum contract term expiring June 30, 2029. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor.

5.4 Contractor Payment

Contractor payment will be made monthly based on the Contractor's submitted detailed invoice. All payments will be made in accordance with the Contractor's bid price proposal set forth in **Tab 3 Implementation Cost** and **Tab 4 Maintenance and Operations Cost** of ***Template F – Cost Proposal Workbook***. These prices will be binding for the period of the contract, including all renewals, unless renegotiated as part of an amendment signed by both parties.

Reimbursement and invoicing instructions for all payments will be negotiated with the selected Offeror during contract finalization. As a result of these negotiations, Implementation reimbursement may eliminate and/or consolidate deliverables and Maintenance and Operations reimbursement may be solely fixed monthly amounts or add other volume-based reimbursement, such as prior authorizations and customer service calls.

5.4.1 Implementation Phase

The Contractor will be paid an implementation price of no more than the actual implementation costs up to the amount specified in the Contractor's proposal set forth in ***Template F – Cost Proposal Workbook***. Payment of the implementation cost will be made at the Task Group level. All deliverables

within a Task Group must be completed and accepted before ANY payment is made. This is defined in **Tab 3 -Implementation Costs** and in *Supplement One – Scope of Work, Section 2.9, Table 4*.

5.4.2 Maintenance and Operations Phase

Payment of the Maintenance and Operations cost will be made based on fixed prices for specific services and on transaction price per paid claim for claims processing. Payment of the Maintenance and Operations cost will be made by ODM based on **Tab 4 M & O Costs** of the *Template F – Cost Proposal Workbook*.

5.4.3 System Retirement and Transition Phase

No specific or lump-sum payment will be made by ODM for System Retirement and Transition services. Payment for such services must be included in the Operations Phase.

6. ATTACHMENTS

6.1 Attachment One: Evaluation Criteria

Evaluation Model

Proposal evaluation and scoring will be done through a phased approach. Each phase of evaluation is outlined below.

- **Initial Review** – Proposals are reviewed for timeliness, format, completeness, conflicting terms and conditions, and adherence to the minimum mandatory requirements. After the initial review, ODM will forward all timely, complete, and properly formatted Proposals to a Proposal Review Team, which an ODM designated Procurement Representative will lead.
 - ✓ Format and Completeness – ODM normally rejects incomplete or incorrectly formatted Proposals, though it may waive any defects or allow an Offeror to submit a correction.
 - ✓ Conflicting Terms and Conditions – ODM will review Offeror exceptions to **Attachment Four: General Terms and Conditions** and at its discretion reject Offeror Proposals with egregious or a significant number of exceptions.
 - ✓ Minimum Mandatory Requirements – Offerors must adhere to and provide relevant information needed, to meet each mandatory requirement identified below. Any Proposal failing to do so will be disqualified from evaluation.
- **Technical Evaluation Phase** – Offeror Technical Proposals that successfully pass the initial review will be evaluated and scored based upon the Offeror’s response to the following:
 - ✓ **Template C – Offeror Profile**
 - ✓ **Supplement One – Scope of Work**
 - Project Organization and Staffing Requirements
 - Functional Requirements
 - Technical Requirements
 - Implementation Requirements
 - Maintenance and Operations Requirements
 - ✓ **Interview, Presentations, or Demonstrations**
- **Cost Evaluation Phase** – Offeror Cost Proposals will be scored based upon the Offeror’s response to the following:
 - ✓ **Template F – Cost Proposal Workbook**

Technical Proposals receiving less than 2437.5 points will not proceed to the Cost Evaluation Phase.

Minimum Mandatory Requirements (Pass/Fail)

The mandatory requirements for the RFP are listed below. Offerors are expected to provide their response to each mandatory requirement in *Template C – Offeror Profile*. If the Offeror’s Proposal meets the mandatory requirements, then the Offeror’s Proposal may proceed to the technical evaluation phase. One or more mandatory requirements may be included in the technical scoring.

1. The Offeror must demonstrate the ability to build protections against the possibility of communications with other entities that would present a potential conflict of interest. The governance and administration of the SPBM must be completely independent and not influenced by the interests of any entity which may conflict with the interests of the ODM pharmacy interests.
2. The Offeror must demonstrate experience within the last three (3) years as the prime PBM Contractor for at least three (3) federal, state, local government or private healthcare entities where the solution of similar size and scope is currently being or has been implemented.
3. The Offeror must provide a detailed plan which demonstrates that a minimum of fifteen percent (15%) of the cost for each fiscal year under the resulting Contract will be subcontracted through one or more Ohio Certified Minority Business Enterprise (MBE) vendors. The MBE plan will include, at minimum, the name(s) of the MBE vendor(s), percent of total project cost allocated to each MBE vendor, description of work to be performed by each MBE vendor, letter(s) of intent signed by each identified MBE vendor, and MBE Certification letters for each MBE vendor. If collaborating with more than one MBE vendor, please attach separate forms for each MBE vendor.
4. The Offeror must provide a signature by an authorized signatory legally binding the Offeror, indicating compliance with the *Affirmation and Disclosure Form*, which addresses the expenditure of public funds for offshore services.
5. Must be a third-party administrator as defined in ORC 5167.01 and meet the requirements to be an Administrator in accordance with Chapter 3959 of the Revised Code.

Proposals meeting the Initial Review criteria including the above Minimum Mandatory Requirements will proceed to the Technical Evaluation Phase and will be scored across the first three (3) global technical criteria, described below. Global Criterion #4 is reserved for those Proposals allowed to move to the Cost Evaluation Phase.

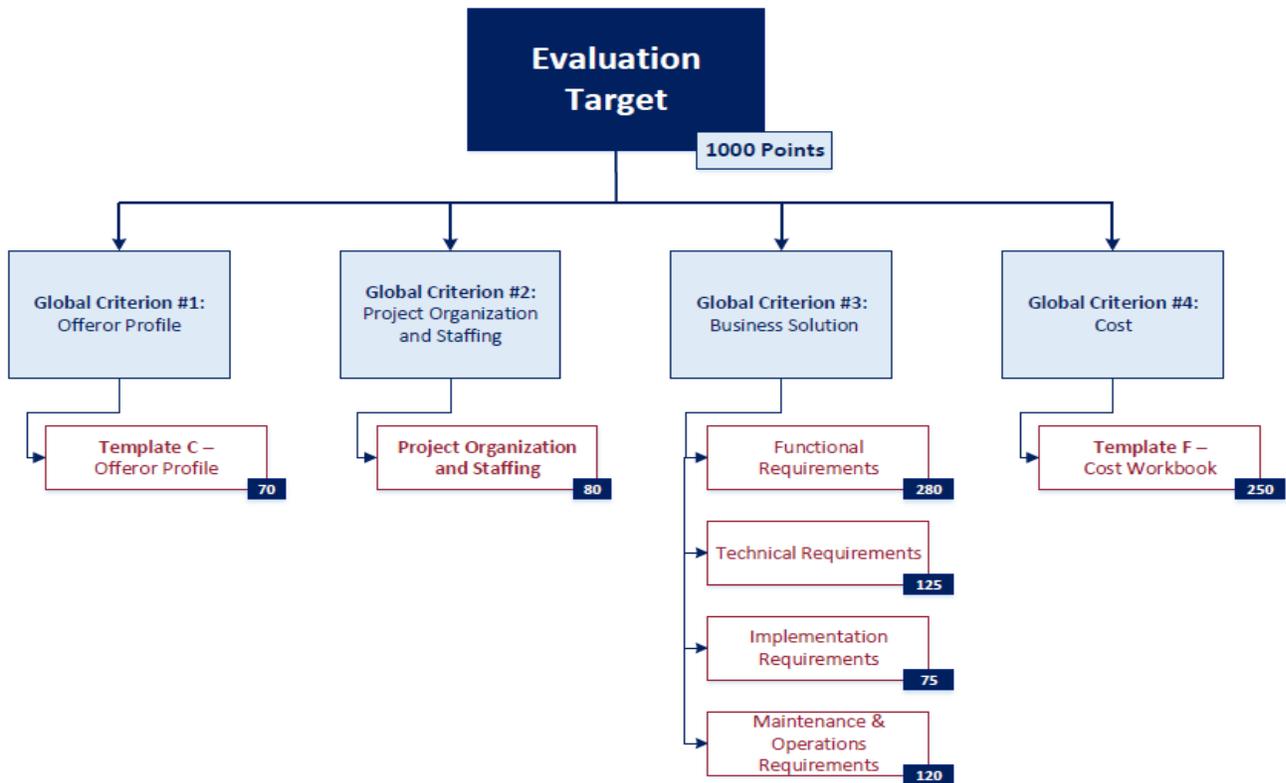


Figure 2 – Relative Importance of Global Criteria

Technical Evaluation Phase (75 Percent). During the technical evaluation phase, Proposals will be evaluated to determine if the Proposal sufficiently addresses all requirements of this RFP Base, associated attachments, templates, and supplements and that the Offeror has developed a specific approach to providing all services described in *Supplement One*.

Cost Evaluation Phase (25 Percent). Offeror Technical Proposals meeting the minimum score of 2437.5 points will move on to the Cost Evaluation Phase. The following is a breakdown of expected components and weighted scoring assigned to the Cost Evaluation Phase. Offerors are expected to provide a cost for each area outlined in *Template F – Cost Proposal Workbook*.

The following table provides a breakdown of expected components and maximum points assigned to the Technical Proposal and the Cost Proposal.

Table 2 – Scoring Assigned to the Technical Proposal

Scored Requirements	Weight	Does Not Meet	Partially Meets	Meets	Exceeds
Template C – Organization Overview	20	0	2	5	7
Template C – Offeror Profile	30	0	2	5	7
Template C – Avoidance of Conflict of Interest	20	0	2	5	7
Supplement 1, Sec 2 – Project Organization	30	0	2	5	7
Supplement 1, Sec 2 – Key Roles	40	0	2	5	7
Supplement 1, Sec 2 – Work Breakdown Structure	10	0	2	5	7
Supplement 1, Sec 4 – Claim Processing	50	0	2	5	7
Supplement 1, Sec 4 – Utilization Management	50	0	2	5	7
Supplement 1, Sec 4 – Finance Management	50	0	2	5	7
Supplement 1, Sec 4 – Customer Service Center	30	0	2	5	7
Supplement 1, Sec 4 – Claim Review	20	0	2	5	7
Supplement 1, Sec 4 – Clinical Quality	30	0	2	5	7
Supplement 1, Sec 4 – PAHP Functions and Operations	50	0	2	5	7
Supplement 1, Sec 5 – Systems and Applications	15	0	2	5	7
Supplement 1, Sec 5 – OMES Integration	20	0	2	5	7
Supplement 1, Sec 5 – Technical Services	10	0	2	5	7
Supplement 1, Sec 5 – Data Management	20	0	2	5	7
Supplement 1, Sec 5 – Security	15	0	2	5	7
Supplement 1, Sec 5 – Privacy	15	0	2	5	7
Supplement 1, Sec 5 – User Interface	10	0	2	5	7
Supplement 1, Sec 5 – User Documentation	10	0	2	5	7
Supplement 1, Sec 5 – Reporting and Analytics	10	0	2	5	7
Supplement 1, Sec 6 – Project Management	28	0	2	5	7
Supplement 1, Sec 6 – CMS Certification Support	7	0	2	5	7
Supplement 1, Sec 6 – Testing	28	0	2	5	7
Supplement 1, Sec 6 – Training	12	0	2	5	7

Scored Requirements	Weight	Does Not Meet	Partially Meets	Meets	Exceeds
Supplement 1, Sec 7 – Maintenance and Operations	50	0	2	5	7
Supplement 1, Sec 7 – Business Continuity	30	0	2	5	7
Supplement 1, Sec 7 – Compliance	40	0	2	5	7

Scoring

Technical

Qualifying Technical Proposals are collectively scored by the Proposal Review Team (PRT). Each sub-criterion is collectively reviewed and judged by the PRT and awarded a score of 0 – 7 based on the qualifications described in the **Scoring Rubric and Number** table below. The weight of each sub-criterion will be multiplied by the score awarded by the PRT.

Table 3 – Scoring Rubric and Number

Rating	Relation to Requirements
7	Exceeds Requirement(s)
5	Meets Requirement(s)
2	Partially Meets Requirement(s)
0	Does Not Meet Requirement(s)

Upon completion of the PRT’s consensus scoring review, each Offeror’s Technical Proposal will receive a score with a maximum of 5,250 points. All Offeror Proposals meeting **65% of total “meets” points or 2,437.5 points** qualify to have their Cost Proposal evaluated. Proposals that qualify to have their Cost Proposal evaluated will have their technical score normalized to a 1,000-point scale by dividing the raw point total by 7. A maximum of 750 points are determined by the Technical Proposal.

Cost

The qualified Offeror with the lowest proposed Total Cost as represented in **Template F – Cost Proposal Workbook** will receive 250 points. The remaining Offerors will receive a percentage of the maximum cost points available based upon the following formula:

$$\text{Lowest Proposed Total Cost} \div \text{Offeror's Total Cost} \times 250$$

Combined Technical, Cost, and Other Points

The maximum score possible is 1,000 points, plus additional other points given for interview scores and Veteran Friendly Business Enterprise (VFBE) points. Total points are calculated using the following formula:

Technical Points + Cost Points + Other Points

Interview Scoring

The following criteria are based on the original RFP submission, Evaluators will score the presenting proposer based on the rubric provided. All scores will be cross-checked with the proposers’ original submission. For example, if a proposer received a “0”, does not meet, then a “7” exceeds, will require a written justification by the evaluation team. The maximum score possible is 119 points.

Table 4 – Interview Scoring

Scored Requirements	Does Not Meet	Partially Meets	Meets	Exceeds
Supplement 1, Sec 2 - Project Organization	0	2	5	7
Supplement 1, Sec 2 - Key Roles	0	2	5	7
Template C - Avoidance of Conflict of Interest	0	2	5	7
Supplement 1, Sec 4 – Claim Processing	0	2	5	7
Supplement 1, Sec 4 - Utilization Management	0	2	5	7
Supplement 1, Sec 4 – Finance Management	0	2	5	7
Supplement 1, Sec 4 – Customer Service Center	0	2	5	7
Supplement 1, Sec 4 – Claim Review	0	2	5	7
Supplement 1, Sec 4 – Clinical Quality	0	2	5	7
Supplement 1, Sec 4 – PAHP Functions and Operations	0	2	5	7
Supplement 1, Sec 4 – Future Goals and Potential Functionality	0	2	5	7
Supplement 1, Sec 6 - Project Management	0	2	5	7
Supplement 1, Sec 6 – Testing	0	2	5	7
Supplement 1, Sec 6 – Training	0	2	5	7
Supplement 1, Sec 7 – Maintenance and Operations	0	2	5	7
Supplement 1, Sec 7 - Business Continuity	0	2	5	7

Scored Requirements	Does Not Meet	Partially Meets	Meets	Exceeds
Supplement 1, Sec 7 - Compliance	0	2	5	7

Veteran’s Enterprise Preference

ODM will apply the VFBE preference or bonus points as required by ORC § 9.318 and OAC § 123:5-1-16.

6.2 Attachment Two: Special Provisions & Interval Deliverable Agreement

Submittal of Deliverables. Should ODM require Work elements to be submitted as a Deliverable, the Contractor must perform its tasks in a timely and professional manner that produces Deliverables that fully meet the Contract’s requirements. The Contractor must provide the Deliverables no later than the due dates the Contract requires. At the time of delivery of a written Deliverable, the Contractor must submit an original and one (1) copy of each Deliverable, plus an electronic copy. The Contractor must provide the electronic copy in a file format acceptable to ODM.

By submitting a Deliverable, the Contractor represents that it has performed the associated tasks in a manner that meets the Contract’s requirements.

The Contractor must provide all Deliverables to the ODM Project Manager, who will review (or delegate review of) the materials or documents within a reasonable time after receipt, as specified in ODM approved, base-lined Project Plan.

If ODM determines that a Deliverable is not in compliance, the ODM Project Manager will note the reason for non-compliance and send notification to the Contractor Project Manager. The Contractor then must bring the Deliverable into conformance and re-submit it to the Project Representative within ten (10) business days at no expense to ODM.

If ODM agrees the Deliverable is compliant, the ODM Project Manager will sign a **Deliverable Submittal Form** and return a copy to the Contractor. In addition, if the ODM Project Manager or designee determines that ODM should make a payment associated with the Deliverable, ODM Project Representative will indicate that the payment should be made on the **Deliverable Submittal Form**.

The ODM form authorizing payment and the payment itself do not indicate that ODM has accepted the Deliverables associated with the payment. ODM’s acceptance of the Deliverables that are part of developing the Project is conditioned on a successful performance test upon completion of the Project or Services (if applicable).

General Systems Implementation Standards. The Contractor has and will continue to use its best efforts, through quality assurance procedures, to ensure there are no viruses, malware, or undocumented features in its infrastructure and services and that they do not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any use of or access to them by ODM.

The Contractor's Fee Structure. The Contract award will be for a cost as agreed to in the Offeror's Cost Proposal. The Contractor may invoice ODM for each Task as defined in **Supplement One** after ODM has accepted all Deliverables for that Task. The Contractor may invoice ODM for the on-going software licensing, maintenance, and support costs annually in advance. Interval Deliverable Agreement (IDA) costs will be determined by using the Contractor's Rate Card as agreed to in the Offeror's Cost Summary.

Reimbursable Expenses. None.

Bill to Address. ODM will provide the bill to addresses after contract award. The bill to address may vary depending upon the work or services delivered.

Location of Data. The Contractor must perform all work on the Project and keep all State data within the United States, and ODM may reject any Proposal that proposes to do any work or make State data available outside the United States. ODM also may reject any Proposal for which the Contractor has not submitted the **Affirmation and Disclosure Form** representing that it will ensure that all work on the Project will be done within the United States and that all State data will remain in the United States. Additionally, the Contractor must provide written notification for approval if at any time the location of work or data changes.

Interval Deliverable Agreement (IDA). ODM may use the IDA model for future work (e.g., implementation of additional environmental programs) or other work identified during the life of the Contract that cannot be defined to the appropriate level of detail during the RFP process. The Contractor must work with designated State staff to develop the deliverables and identify all work for each IDA. Deliverables or sub-deliverables will be defined prior to the start of each designated interval and monitored throughout the designated interval and the life of the Contract. The IDAs will be identified and agreed to at least thirty (30) business days in advance of the beginning of the interval. For each IDA, ODM and the Contractor will agree, in writing, to specific deliverables, work assignments, sub-deliverables, services to be provided using time and materials, the length of the interval, due dates, and Contractor staffing requirements based on positions and not-to-exceed hourly rates quoted on the Labor Rates on the **Template F Cost Proposal Workbook**. The IDA is not effective until ODM and Contractor have signed the agreement and a purchase order is issued to the Contractor. The agreed-upon IDA will be incorporated into the Contract.

The IDA (i.e., specifications, deliverables, work assignments, and due dates) may be amended based upon changing circumstances during a particular interval. An amendment to an IDA must be in writing and signed by both ODM and the Contractor prior to performing the work specified in the amendment.

Specific application of standards of performance and acceptance may be defined in an IDA. The information below sets a guide and general rule of thumb for these standards.

If the IDA so indicates, there will be a period for performance testing in a production environment specific to the deliverables identified in the IDA. Prior to the performance period, ODM, with the assistance of the Contractor, will perform user acceptance testing. Specifics of the performance period such as the timeframe, resources, support required, entrance and exit performance criteria, and standards of performance will be determined by ODM, negotiated with the Contractor, and incorporated in the IDA. The performance criteria in the IDA may be supplemented with relevant user

manuals, technical materials, and related writings, to the extent that the specifications in those writings supplement and refine rather than contradict the performance criteria in the IDA. Acceptance of the Deliverable depends on a successful completion of the performance period defined in this section and the IDA. This section applies to the Deliverables defined in the IDA, and any part of it, as well as replacements or substitutes for the Deliverable after completion of a successful performance period.

If the Deliverable does not meet the standard of performance during the performance period, ODM will document the issues in a timely manner and in a useful and relevant form. Until the Contractor has corrected all outstanding problems, the performance period will not restart and the Deliverable (or part thereof) will not be accepted. The performance period will continue on a day-by-day basis until the standard of performance and exit criteria are met. The Contractor will not be compensated until the Deliverable is accepted. Any additional costs associated with the iterations required to obtain acceptance are the responsibility of the Contractor.

If the Work fails to meet the standard of performance and exit criteria during the performance period, the Contractor will be in default and will not have a cure period. In addition to all other remedies ODM may have under this Contract, ODM will have the right to request correction or replacement of the relevant portion of the IDA.

The Work may have components that can be tested for acceptance individually. If so, there may be acceptance criteria listed in the IDA for each Deliverable that will be independently tested and accepted. But, unless the IDA expressly provides otherwise, the failure of any independently tested component to meet its acceptance criteria will give ODM the right to reject the entire Deliverable. Alternatively, if ODM determines that it is in ODM's interest to reject only the part of the Deliverable that was independently and unsuccessfully tested, it may do so. If ODM chooses this option, ODM will be entitled to a refund or credit toward the Contractor's Fee.

All IDAs must contain the following information, at a minimum:

- The designated interval length for each IDA
- Goals and Objectives for the interval
- Deliverables to be completed or partially completed during the interval. This will include, but not be limited to:
 - ✓ Deliverable Name
 - ✓ Description of Deliverable including tasks or milestones to be completed
 - ✓ Detailed acceptance criteria and standards of performance
 - ✓ State dependencies identified by the Contractor for successful completion of the Deliverable
- Deliverable Due Date
- Risks associated with delays and incomplete Deliverables
- Not-To-Exceed Fixed pricing for each Deliverable based on staffing requirements (services to be performed, identification of Contractor staff resource by name and position, number of hours

allocated to the task for each assigned position, individual hourly rate for each Contractor resource assigned to a task, etc.)

ODM may identify tasks and services that will be billed on a time and material basis. ODM does not anticipate a need for time and material services for the Work. In the event that time and materials work is appropriate, following information, at a minimum, must be provided in the IDA:

- Name, title, identification of the employer (prime or subcontractor) and number of staff
- Staff work hours with any known exceptions noted
- Description of the work to be performed by the Contractor
- Specific Contractor resources assigned
- Individual rate for each Contractor resource assigned
- Projected number of Contractor hours allocated (per resource)
- Dates covered in the work
- Dependencies
- Management or staffing issues
- Standards of performance
- Work Breakdown Structure (WBS) for all Work in the IDA

In addition, the following information may also be required:

- Staffing Issues
- Required work-related travel and training

It is the Contractor's responsibility to provide qualified professionals to meet the goals, tasks, and objectives of each IDA. All IDAs must commence with a Kick-Off Meeting. The Contractor, in conjunction with State staff, must plan and conduct a Project Kick-Off meeting.

The Contractor in collaboration with ODM will initiate the Project with a mobilization effort for the first 15 business days of the Project, followed by the Project Kick-Off event. The goal will be to discuss and evaluate the Contractor's proposed practices, methodologies and recommendations and ensure Contractor's understanding of their commitment to deliver the proposed solution for the Project. The Contractor must also work with ODM on establishing acceptance criteria prior to submitting a deliverable.

In conjunction with ODM, the Contractor must develop and deliver a presentation to the sponsors, key stakeholders, and core Project team after the mobilization effort. At a minimum, the presentation must include a high-level overview of the following:

- Project scope and schedule
- Goals of the Project

- Methodology, approach, and tools to achieve the goals
- Roles, responsibilities, and team expectations
- Tasks, Deliverables, Milestones, and significant work products
- Contract content review

All IDAs must have Project Review Check Points. Upon completion of the baselined IDA Project Plan and on a mutually agreed-upon basis throughout the Project, the Contractor, in conjunction with State Project team staff, must deliver a presentation to ODM. At a minimum, the presentation must address any known State or Contractor issues or concerns, including but not limited to the following:

- Project scope, budget, and schedule
- Any changes to key named resources assigned to the Project
- Project readiness including key issues and risk from their current status
- Project Status including variance from baseline for key milestones, tasks, deliverables (Significant work products) and project closure
- Methodology, approach, and tools to achieve the Project goals (inventory and status of completeness and agreement for documented project management and implementation approaches, (i.e., Project management plan, communication plan, requirements traceability, implementation approach and methodology)
- Roles, responsibilities, and team expectations

Upon completion of the presentation, ODM will assess the health of the Project and determine next steps for moving forward with the Project. Within one (1) week of the meeting, ODM may decide any of the following:

- Continue the Project
- Terminate the Contract
- Suspend the Contract

ODM's intent is for all IDAs to be developed and negotiated in partnership between ODM and the Contractor, with each having a vested interest in its success. In the event that ODM and the Contractor are unable to negotiate an IDA, ODM, at its own discretion, may request mediation.

See ***Suspension and Termination*** in ***Attachment Four*** for remedies for failure to deliver the proposed solution.

Please Note: There may be additional Project reviews conducted by ODM on an as needed basis throughout the term of the Contract to assess Project health and ensure the Project is progressing successfully.

6.3 Attachment Three: Requirements for Proposal

RFP Terminology

Certain terms are used throughout this RFP and have specific meaning, including:

- The term **Offeror** is used to indicate any organization, partnership, or collaboration of organizations that could submit a proposal in response to this RFP
- The terms **Contractor** or **selected Offeror** indicate the specific organization, partnership, or collaboration of organizations that is awarded the Contract at the conclusion of the competitive procurement process, for example “The Contractor’s solution must...” or “The selected Offeror will be responsible for...”
- The use of “**e.g.**” does not imply an exhaustive list or commitment regarding the items, but instead lists examples given solely to provide additional context to the Offeror. Also, terms within an “**e.g.**” list are not in order of importance
- The use of “**i.e.**” indicates an explanation or paraphrase of the previous term
- The term **ODM-defined** refers to information such as business rules or other that will be elaborated by the Contractor with ODM’s input during the design and subsequent phases of the Contract

Proposal Requirements and Format

Proposals must meet all requirements of **Section 3.5 Proposal Submittal** of this **RFP Base** document.

The instructions in this section describe the required format for a responsive Proposal. The Offeror may include any additional information it believes is relevant. The Offeror’s proposal submission must be submitted using the Microsoft Word version of the RFP to provide in-line responses to the RFP. An identifiable tab sheet must precede each section of a Proposal, and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Offerors are advised that all response templates, supplements, and attachments for this RFP are available to be downloaded. Documents can be downloaded from <https://procure.ohio.gov/proc/index.asp>. It will be the sole responsibility of the Offeror to obtain the templates, supplements, and attachments. The Offeror will not be relieved of any responsibility for performance under the subsequent Contract due to the failure of the Offeror to obtain a copy of the complete RFP including templates, supplements, and attachments. The following provides a summary of the expected content for each of the response templates and supplements outlined above.

Each Proposal must be organized in an indexed binder with tabs labeled and ordered in the manner listed below. The Proposal must include the following tabbed sections:

- **Template A – Cover Letter, Executive Summary, and Subcontractor Letters**

- *Template B – Terms and Conditions*
- *Template C – Offeror Profile*
- *Response to Supplement One*
- *Response to Supplement Three*
- *Response to Supplement Four*
- *Response to Supplement Six*
- *Response to Supplement Seven*
- *Template D – Administrative Forms*
- *Template E – Assumptions*
- *Template F – Cost Proposal Workbook (Must be separately sealed)*

Response Specifics. Offeror responses should use a consistent contrasting color (**blue** is suggested to contrast with the black text of this RFP document) to provide their response to each requirement so that the Offeror response is readily distinguishable to ODM. Alterations to ODM-provided baseline RFP language is strictly prohibited. ODM will electronically compare Offeror responses to the baseline RFP and deviations or alterations to ODM’s RFP requirements may result in a rejection of the Offeror’s Proposal.

Below is an example of the expected format for responding to the RFP requirements.

5. TECHNICAL REQUIREMENTS

The offeror must provide a narrative overview to demonstrate their capability and approach to delivering the services identified in this section. Offerors must use the response sections below to provide specific details of the proposed approach to meeting the technical requirements in each requirement category.

5.1 Systems and Application

The requirements under Systems and Application are intended to outline the standards and expectations for solution planning and configuration phases of the Contract. The selected offeror will work with the SI contractor and other OMES module contractors for integration support and other coordination activities for module changes towards maintaining consistent performance standards across the OME.

Below are the Systems and Application requirements to be fulfilled by the Contractor:

Table 4 - Systems and Application Requirements

Requirement ID	Requirement Description	Requirement Type	Capability Assessment
OMES-100.000.010	The contractor must facilitate requirements validation and design sessions with the SI contractor, the State, and other impacted OMES module contractors.	Responsibility	Accept
OMES-100.010.020	The contractor's solution must provide authorized users with secure, role-based access to provided services.	Functional	Unique Service

The offeror must describe its proposed approach to each of the Systems and Application requirements above. The narrative response for this category must be organized to successfully address all the requirements in the category. Any requirement not clearly addressed in the response may negatively affect the offeror's scoring. Any exceptions must be identified using specific requirement references.

The following is ABC Enterprise's response to the Systems and Application requirements:

Our solution meets the System and Application requirements by...

Figure 3 – Response Format Example

Each Proposal must include a response to every request for information in this attachment and in **Supplements One, Three, and Four** (per the response options). Simply repeating the RFP's requirement and agreeing to comply may be an unacceptable response and may cause the Proposal to be rejected.

The Offeror is advised to limit Offeror marketing statements and positioning to the area(s) of the RFP applicable to those statement(s) and not include duplicative or otherwise repetitive statements throughout its response. Failure to comply with these guidelines may negatively affect the Offeror's scoring.

Detailed requirements for the procurement are contained in **Supplement One** to this RFP. Proposals must include a response to each group of requirements in **Supplement One**. The Proposal will describe the Offeror's methodology for meeting each requirement within that group. **Any requirement not clearly addressed in the response may negatively affect the Offeror's scoring.** Offerors must **identify and describe any exceptions to the RFP requirements** using the RFP requirement number and language. The Offeror must provide its proposed response to the requirements of this RFP in each designated section. Offerors are encouraged to suggest innovative ways to meet the requirements of this RFP and

include any value-added services that provide additional functionalities and capabilities above the minimum requirements.

Technical Proposal Instructions

These are detailed instructions on how to respond to each group of requirements.

Table 5 – Technical Proposal Instructions

Technical Proposal Sections
<p>Template A – Cover Letter, Executive Summary, and Subcontractor Letters</p> <p>The Cover Letter must be in the form provided in Template A and must be signed by an individual authorized to legally bind the Offeror. The Cover Letter must contain the following information:</p> <ul style="list-style-type: none"> ➤ The Offeror’s legal notice address ➤ The Offeror’s payment address ➤ The Offeror’s legal structure ➤ Individuals responsible for development of the Offeror’s Proposal <p>Executive Summary must condense and highlight the contents of the Technical Proposal in such a way as to provide a broad understanding of the entire solution. The Executive Summary must include a summary of the proposed technical approach, the staffing structure, and the task schedule, including a brief overview of:</p> <ul style="list-style-type: none"> ➤ Approach to delivering requested services ➤ Timeline to deliver services ➤ Proposed team ➤ Offeror’s understanding of the objectives and expectation of this RFP ➤ Advantages of the Offeror’s Proposal to ODM <p>The Executive Summary should be no more than five (5) single-spaced typed pages in length, with a minimum font size of 10.</p> <p>Subcontractor Letters for each proposed subcontractor. The Offeror must attach a letter from the subcontractor, signed by an individual authorized to legally bind the subcontractor, and having the same content as the Cover Letter listed above.</p> <p>Table of Contents must include all parts of the Proposal including response forms and attachments, identified by section and page number.</p>
<p>Template B – Terms and Conditions</p> <p>Offerors must review and sign Template B – Terms and Conditions using blue ink in order to note their acknowledgement, intent of compliance, and any exceptions to ODM’s Terms and Conditions. If exceptions are not noted in Template B of the RFP but raised during contract negotiations, ODM reserves the right to cancel</p>

Technical Proposal Sections

the negotiation if, at its sole discretion, it deems that to be in the best interests of ODM. Offerors must include a statement indicating that the Offeror has read, understands, and agrees to the **General Terms and Conditions**.

Template C – Offeror Profile

The **Offeror Profile** must describe the Offeror’s capability, capacity, and experience in support of the requirements in **Supplement One**. The Offeror Profile should provide the following:

- Date the corporation was established
- Corporation leadership
- Number of employees
- Number of employees that will engage in tasks directly related to this Project

Any other background information or relevant experience that will help ODM assess the ability of the Offeror to fulfill the obligations of the Contract.

Additional Content

In addition, Offerors must provide the following items with **Template C**.

- Responses to each mandatory requirement
- **Offeror Certification Form (Attachment Six)**
- **Affirmation and Disclosure Form (Attachment Eight)**

Supplement One – Scope of Work

Offerors must include a fully completed copy of **Supplement One** in this section of their Proposal. Offerors must not modify the content of the Supplement other than by providing their responses. If the content is modified, reformatted, or omitted, the Offeror’s response may be disqualified. Offerors must follow the completion instructions contained in **Supplement One** when preparing their responses to the following sections:

Section 2 - Project Organization and Staffing Requirements

Offerors must provide the following information as part of their response to Section 2:

- Project team organizational charts of proposed personnel and positions and estimates of the staff-hours by major tasks to be provided by proposed positions.
- An initial staffing plan that meets all the requirements for staffing in the **RFP Base** and **Supplement One**.
- Resumes and professional references demonstrating the qualifications of the candidate to perform the responsibilities identified for all the key roles.
- A detailed proposed Work Plan and Schedule, using MS Project, broken down by tasks and subtasks and a schedule for the performance of each task included in each phase of the Contract.

Section 4 – Functional Requirements

Offerors must provide a narrative response to clearly address each of the Functional Requirements found in **Supplement One**. Requirements are grouped by topics in subcategories.

Section 5 – Technical Requirements

Technical Proposal Sections

Offerors must provide a narrative response to clearly address each of the Technical Requirements found in **Supplement One**. Requirements are grouped by topics in subcategories.

Section 6 – Implementation Requirements

Offerors must provide a narrative response to clearly address each of the Implementation Requirements found in **Supplement One**. Requirements are grouped by topics in subcategories.

Section 7 – Maintenance and Operations Requirements

Offerors must provide a narrative response to clearly address each of the Maintenance and Operations Requirements found in **Supplement One**. Requirements are grouped by topics in subcategories.

Offerors must identify any exceptions and proposed modifications to requirements using specific requirement references as part of their response.

Supplement Three – State IT Policy Standard and Service Requirements

Offerors must include a fully completed copy of **Supplement Three** in this section of their Proposal. Offerors must follow the completion instructions contained in the supplement when preparing their response. When responding, Offerors should note the redaction process described in the RFP section entitled “**Proposal Submittal**”. This section is located within **Section 3 Procurement Process**.

Offerors must identify exceptions and proposed modifications to requirements in Supplement Three.

Supplement Four – State Information Security, Privacy, and Data Handling Requirements

Offerors must include a fully completed copy of **Supplement Four** in this section of their Proposal. Offerors must follow the completion instructions contained in the supplement when preparing their response. When responding, Offerors should note the redaction process described in the RFP section entitled “**Proposal Submittal**”. This section is located within the **Section 3 Procurement Process**.

Offerors must identify exceptions and proposed modifications to requirements in **Appendix A** of Supplement Four.

Template D – Administrative Forms

- **W-9 Form** – A current version of the Internal Revenue’s W-9 form is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
- **Independent Contractor Acknowledgment Form** – Unless the Offeror is a “business entity” as defined in ORC. 145.037 (“an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership sole proprietor ship, or other entity engaged in business”) – <https://www.opers.org/forms-archive/PEDACKN.pdf>
- **Supplier Registration** – The Offeror must register online with Ohio Shared Services. The registration is available at <https://supplier.ohio.gov>
- **Moral Objection Disclosure Form (Attachment 11)** – The Offeror must declare any services it will not provide based on moral objection or provide a statement that it has none.

Template E – Assumptions

The Offeror must list all the assumptions the Offeror made in preparing the Proposal. If any assumption is unacceptable to ODM, ODM may at its sole discretion request that the Offeror remove the assumption or

Technical Proposal Sections

choose to reject the Proposal. No assumptions may be included regarding the outcomes of negotiation, terms and conditions, or requirements. Assumptions should be provided as part of the Offeror response as a stand-alone response section that is inclusive of all assumptions with reference(s) to the section(s) of the RFP that the assumption is applicable to.

Cost Proposal Instructions

These are detailed instructions on how to provide additional detail of all costs as they pertain to the responsibilities and deliverables.

Table 6 – Cost Proposal Workbook

Cost Proposal

Template F – Cost Proposal Workbook

Instructions:

The Offeror’s Cost Proposal must be submitted using **Template F – Cost Proposal Workbook**. Using the **Additional Information** tab, the Offeror should provide additional details of all costs as they pertain to the responsibilities and deliverables described in this RFP. The Offeror’s response must provide sufficient detail to allow ODM to assess the reasonableness of the Offeror’s cost for each defined component of the Project as presented in the Cost Proposal Workbook. ODM’s goal is to compare Offeror’s total costs to deliver all services to ODM. All Cost Proposals will be evaluated based on a proposed cost and total cost basis. Line items identified as “**optional**” will not be evaluated.

Cautions: Proposal may be rejected if any of the following stipulations are not met:

- Cost Proposal must be separately sealed.
- Cost Proposal must be submitted in Excel format (not PDF).
- Cost Proposal workbook must not be reformatted by the Offeror, except in specific areas in which Offeror is allowed to define or add rows.
- Cost Proposal workbook, worksheets, or their respective formulas must not be altered.
- Cost Proposal must not include additional terms and conditions.
- In all cases, costs not specified by Offeror in this template will not be considered for payment.

All assumptions regarding the Offeror’s Cost Proposal must be included in **Tab 8 Assumptions** in **Template F – Cost Proposal Workbook**.

6.4 Attachment Four: General Terms and Conditions

6.4.1 Performance and Payment

Scope of Work

The selected Offeror's Proposal and ODM's Request for Proposal (collectively, the "RFP Documents") are a part of this Contract and describe the work (the "Project") the Contractor must do and any materials the Contractor must deliver (the "Deliverables") under this Contract. The Contractor also must furnish its own support staff necessary for the satisfactory performance of the Project.

The Contractor must consult with the appropriate State representatives and others necessary to ensure a thorough understanding of the Project. ODM may give instructions to, or make requests of, the Contractor relating to the Project, and the Contractor must comply with those instructions and fulfill those requests in a timely and professional manner. The instructions and requests will be for the sole purpose of ensuring satisfactory completion of the Project and will not amend or alter the scope of the Project.

Term. Unless this Contract is terminated or expires without renewal, it will remain in effect until the Project is completed to the satisfaction of ODM, including all optional renewal periods for maintenance or continuing commitments, and the Contractor is paid. However, the current General Assembly cannot commit a future General Assembly to an expenditure. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that ODM paid for before or after termination or limit ODM's rights in such Deliverables.

ODM's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails to continue funding for the payments and other obligations due as part of this Contract, ODM's obligations under this Contract will terminate as of the date that the funding expires without further obligation of ODM.

The Project has a completion date that is identified in the RFP Documents. The RFP Documents also may have several dates for the delivery of Deliverables or reaching certain milestones in the Project. The Contractor must make those deliveries, meet those milestones, and complete the Project within the times the RFP Documents require. If the Contractor does not meet those dates, the Contractor will be in default, and ODM may terminate this Contract under the termination provision contained below.

ODM may also have certain obligations to meet. Those obligations, if any, are listed in the RFP Documents. If ODM agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP Documents is due to ODM's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by ODM's failure to perform will be extended by the same amount of time as ODM's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted reasonable management skill to avoid an extension and has given ODM meaningful written notice of ODM's failure to meet its obligations within five (5) business days of the Contractor's realization that ODM's delay may impact the Project. The Contractor must deliver any such notice to both the Project Representative and Procurement Representative and title the notice as a "Notice of State Delay." The notice must identify

any delay in detail, as well as the impact the delay has or will have on the Project. Unless ODM decides, in its sole and exclusive judgment, that an equitable adjustment in the Contractor's Fee is warranted in the case of an extended delay, an extension of the Contractor's time to perform will be the Contractor's exclusive remedy for ODM's delay. Should ODM determine that an equitable adjustment in the Contractor's Fee is warranted, the equitable adjustment will be handled as a Change Order under the Changes Section of this Contract, and the extension of time and equitable adjustment will be the exclusive remedies of the Contractor for ODM's delay.

ODM seeks a complete Project, and the Contractor must provide any incidental items omitted in the RFP Documents as part of the Contractor's Not-To-Exceed Fixed costs. The Contractor must also fully identify, describe, and document all systems that are delivered as a part of the Project. Unless expressly excluded elsewhere in the RFP, all hardware, software, supplies, and other required components (such as documentation, conversion, training, and maintenance) necessary for the Project to be complete are included in the Project and the Not-To-Exceed Fixed costs.

Compensation. In consideration of the Contractor's promises and satisfactory performance, ODM will pay the Contractor the amount(s) identified in the RFP Documents (the "Fee"), plus any other expenses identified as reimbursable in the RFP Documents. In no event will payments under this Contract exceed the "not-to-exceed" amounts in the RFP Documents without the prior written approval of ODM and, when required, the Ohio Controlling Board and any other source of funding. The Contractor's right to the Fee is contingent on the complete and satisfactory performance of the Project or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Project tied to the applicable milestone or period. Payment of the Fee also is contingent on the Contractor delivering a proper invoice and any other documents the RFP Documents require. An invoice must comply with ODM's then current policies regarding invoices and their submission. ODM will notify the Contractor in writing within fifteen (15) business days after it receives a defective invoice of any defect and provide the information necessary to correct the defect.

The Contractor must send all invoices under this Contract to the "bill to" address in the RFP Documents or in the applicable purchase order.

ODM will pay the Contractor interest on any late payment, as provided in ORC §126.30. If ODM disputes a payment for anything covered by an invoice, within fifteen (15) business days or otherwise reasonable time after receipt of that invoice, ODM will notify the Contractor, in writing, stating the grounds for the dispute. ODM may then deduct the disputed amount from its payment as a nonexclusive remedy. If ODM determines that the Contractor has committed a material breach, then ODM may, as a non-exclusive remedy, withhold payment otherwise due to the Contractor. Both parties will attempt to resolve any claims of material breach or payment disputes through discussions among the Contractor's Implementation Manager (e.g., Contractor's Project Manager), the Contractor's Project executive, ODM's Project Representative, and ODM Contract Management Administrator. ODM will consult with the Contractor about the nature of the claim or dispute and the amount of payment affected. When the Contractor has resolved the matter to ODM's satisfaction, ODM will pay the disputed amount within thirty (30) business days after the matter is resolved. ODM has no obligation to make any disputed payments until the matter is resolved, and the Contractor must continue its performance under this Contract pending resolution of the dispute or claim.

If ODM has already paid the Contractor on an invoice but later disputes the amount covered by the invoice, and if the Contractor fails to correct the problem within 30 business days after written notice, the Contractor must reimburse ODM for that amount at the end of the 30 business days as a nonexclusive remedy for ODM. On written request from the Contractor, ODM will provide reasonable assistance in determining the nature of the problem by giving the Contractor reasonable access to ODM's facilities and any information ODM has regarding the problem.

Payment of an invoice by ODM will not prejudice ODM's right to object to or inquire about the invoice or other invoice-related matters. The Contractor's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by ODM not to constitute allowable costs, on the basis of audits conducted in accordance with the terms of this Contract. At ODM's sole discretion all payments will be subject to reduction for amounts equal to prior overpayments to the Contractor.

If the RFP Documents provide for any retainage, ODM will withhold from each invoice paid the percentage specified in the RFP Documents as retainage. ODM will pay the retainage only after ODM has accepted the Project, and then only in accordance with the payment schedule specified in the RFP Documents. ODM will withhold all amounts under this section arising from claims or disputes in addition to any retainage specified in the RFP Documents.

Reimbursable Expenses. ODM will pay all reimbursable expenses identified in the RFP Documents, if any, in accordance with the terms in the RFP Documents and, where applicable, ORC § 126.31 of the Ohio Revised Code. The Contractor must assume all expenses that it incurs in the performance of this Contract that are not identified as reimbursable in the RFP Documents. The Contractor must bill all reimbursable expenses monthly.

Right of Offset. ODM may set off the amount of any Ohio tax liability, any claims for damages, or other obligation of the Contractor or its subsidiaries to ODM including any amounts the Contractor owes to ODM under this or other contracts, against any payments due from ODM to the Contractor under this or any other contracts with ODM.

Certification of Funds. None of the rights, duties, or obligations in this Contract will be binding on ODM, and the Contractor will not begin its performance until all the following conditions have been met:

- (a) All statutory provisions under the Ohio Revised Code, including Section 126.07, have been met
- (b) All necessary funds are made available by the appropriate State entities
- (c) If required, the Controlling Board of Ohio approves this Contract
- (d) If ODM is relying on federal or third-party funds for this Contract, ODM gives the Contractor written notice that such funds are available

Employment Taxes. All people furnished by the Contractor (the "Contractor Personnel") are employees or subcontractors of the Contractor, and none are or will be deemed employees or contractors of ODM. No Contractor Personnel will be entitled to participate in, claim benefits under, or become an "eligible employee" for purposes of any employee benefit plan of ODM by reason of any work done under this Contract. The Contractor will pay all federal, state, local, and other applicable payroll taxes and make the required contributions, withholdings, and deductions imposed or assessed under any provision of

any law and measured by wages, salaries, or other remuneration paid by or which may be due from the Contractor to the Contractor Personnel. The Contractor will indemnify, defend (with the consent and approval of the Ohio Attorney General), and hold ODM harmless from and against all claims, losses, liability, demands, fines, and expense (including court costs, defense costs, and redeemable attorney fees) arising out of or relating to such taxes, withholdings, deductions, and contributions with respect to the Contractor Personnel. The Contractor's indemnity and defense obligations also apply to any claim or assertion of tax liability made by or on behalf of any Contractor Personnel or governmental agency on the basis that any Contractor Personnel are employees or contractors of ODM, that ODM is the "joint employer" or "co-employer" of any Contractor Personnel, or that any Contractor Personnel are entitled to any employee benefit offered only to eligible regular fulltime or regular part-time employees of ODM.

Sales, Use, Excise, and Property Taxes. ODM is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Contractor in connection with the Project, such will be the sole and exclusive responsibility of the Contractor. Further, the Contractor will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or a later time.

6.4.2 Work and Contract Administration

Related Contracts. The Contractor warrants that the Contractor has not and will not enter into any contracts without written approval of ODM to perform substantially identical services for ODM, such that the Project duplicates the work done or to be done under the other contracts.

Other Contractors. ODM may hold other contracts for additional or related work, including among others independent verification and validation (IV&V) work for this Project. The Contractor must fully cooperate with all other contractors, CMS employees, state employees, and coordinate its work with such other contractors and state employees as may be required for the smooth and efficient operation of all related or additional work. The Contractor may not act in any way that may unreasonably interfere with the work of any other Contractors or ODM's employees. Further, the Contractor must fully cooperate with any IV&V Contractor assigned to this Project. Such cooperation includes expeditiously providing the IV&V Contractor with full and complete access to all Project Work product, records, materials, personnel, meetings, and correspondence as the IV&V Contractor may request. If ODM assigns an IV&V Contractor to the Project, ODM will obligate the IV&V Contractor to a confidentiality provision similar to the Confidentiality Section contained in this Contract. Additionally, the Contractor must include the obligations of this provision in all its contracts with its subcontractors that work on this project.

Subcontracting. The Contractor may not enter into subcontracts related to the Project after award without written approval from ODM. Nevertheless, the Contractor will not need ODM's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Project. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the RFP Documents.

ODM's approval of the use of subcontractors does not mean that ODM will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or

performance specifications for the Project in a timely and professional manner. The Contractor must hold ODM harmless for and must indemnify ODM against any such claims.

The Contractor assumes responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, the Contractor will be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. Further, the Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. All subcontracts must include the following enforceable provisions:

- A provision stating that the Subcontractor must release to the Contractor and ODM any information necessary for the Contractor to perform any of its obligations under the Contract
- A provision stating that the Subcontractor's applicable facilities and records will be open to inspection by the Contractor, ODM, its designee, or other entities specified by Contract or in the ORC or OAC rule.
- A provision stating that the agreement is governed by and construed in accordance with all applicable State or federal laws, regulations, and contractual obligations of the Contractor. The agreement must be automatically amended to conform to any changes in laws, regulations, and contractual obligations of the Contractor without the necessity for written amendment.
- A provision stating that the Subcontractor will abide by the Contractor's written policies regarding the False Claims Act and the detection and prevention of fraud, waste, and abuse
- A provision stating that all provisions in a Subcontract must conform to and be consistent with all of the provisions of the Contract.
- A provision stating that all of the provisions of the Contract, which are applicable to the Subcontractor, supersede all applicable provisions in the subcontract. If a provision in a subcontract contradicts or is incompatible with any applicable provision void the Contract, then the applicable provision in the Subcontract is rendered null and void, unenforceable, and without effect.
- A provision stating that all Subcontractors must fully assist and cooperate with the Contractor in fulfilling the Contractor's obligations under the Contract.

Record Keeping. The Contractor must keep all financial records in accordance with generally accepted accounting principles. The Contractor also must maintain documentation to support each action under this Contract in a manner allowing the documentation to be readily located. Additionally, the Contractor must keep all Project-related records and documents at its principal place of business or at its office where the work was performed. Ohio public records law may apply to records maintained by the Contractor or its subcontractors. Contractor and all subcontractors must maintain all records related to Contractor's performance under the Contract for a period of ten (10) years, or until the conclusion of all audits, whichever is later.

Audits In accordance with 42 C.F.R. 438.3, ODM, the State, CMS, the Office of the Inspector General, the Comptroller General, and their designees may, at any time, inspect and audit any records or documents of the Contractor, or its subcontractors, and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted. The right to audit under this section exists for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. This audit right also applies to ODM's duly authorized representatives and any person or organization providing financial support for the Project. State audit rights will apply to those Contractor and subcontractor materials that are required to verify the accuracy of a Contractor invoice to ODM inclusive of, but not limited to: Contractor personnel timesheets, Contractor purchased or provided equipment for benefit of ODM that will remain in ODM's possession, State Deliverable acceptance documentation, any required State written approvals as required herein, final Work products and Deliverables, or any partial or incomplete Work products or Deliverables that the Contractor submit for partial compensation from ODM as a result of termination of this Contract.

Right to Terminate as a Result of Audit Findings. In the event ODM determines that the result of any examination of the Contractor is unsatisfactory per the requirements of the Contract and not remedied within a 30-calendar day period following written notice from ODM, ODM may terminate this Agreement, in part or in full.

If the Contractor fails to satisfy the requirements of ODM with regard to security of information, or if an examination reveals information that would result in a continuing contractual relationship that causes ODM to be in violation of any law, ODM may terminate this Contract immediately without notice.

Insurance

Contractor must procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees. Contractor must procure and maintain, for the duration of the contract, insurance for claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Minimum Scope and Limit of Insurance

Coverage must be at least as broad as:

1. Commercial General Liability (CGL): written on an "occurrence" basis, including products, and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit must apply separately to this Project / location or the general aggregate limit must be twice the required occurrence limit. Defense costs must be outside the policy limit.
2. Automobile Liability: covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of Ohio, or the State in which the work will be performed, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor is a sole proprietor, partnership or has no statutory requirement for workers' compensation, Contractor must provide a letter stating that it is exempt and agreeing to hold Entity harmless from loss or liability for such.
4. Professional Liability insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor must provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.
5. Technology Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage must be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and must cover all applicable Contractor personnel or subcontractors who perform professional services related to this agreement.
6. Cyber liability (first and third party) with limits not less than \$5,000,000 per claim, \$10,000,000 aggregate. Coverage must be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and must include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The coverage must provide for breach response costs as well as regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

The Insurance obligations under this agreement will be the minimum Insurance coverage requirements and/or limits shown in this agreement. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, must be available to the State of Ohio. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

Except for Workers' Compensation and Professional Liability insurance, the State of Ohio, its officers, officials and employees are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Contractor's insurance.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage must be primary insurance. Any insurance or self-insurance maintained by the State of Ohio, its officers, officials, and employees must be in excess of the Contractor's insurance and must not contribute with it.

Umbrella or Excess Insurance Policies

Umbrella or excess commercial liability policies may be used in combination with primary policies to satisfy the limit requirements above. Such Umbrella or excess commercial liability policies must apply without any gaps in the limits of coverage and be at least as broad as and follow the form of the underlying primary coverage required above.

Notice of Cancellation

Contractor must provide State of Ohio with 30 calendar days written notice of cancellation or material change to any insurance policy required above, except for non-payment cancellation. Material change will be defined as any change to the insurance limits, terms or conditions that would limit or alter ODM's available recovery under any of the policies required above. A lapse in any required insurance coverage during this Agreement will be a breach of this Agreement.

Waiver of Subrogation

Contractor hereby grants to State of Ohio a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State of Ohio by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State of Ohio has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Deductibles and self-insured retentions must be declared to and approved by ODM. ODM may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy language must provide, or be endorsed to

provide, that the deductible or self-insured retention may be satisfied by either the named insured or ODM.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract Work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Contract of Work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract Work. The Discovery Period must be active during the Extended Reporting Period.

Verification of Coverage

Contractor will furnish ODM with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the State of Ohio before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the Contractor's obligation to provide them. The State of Ohio reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor will require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor will ensure that State of Ohio and ODM is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

ODM reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Replacement Personnel. If the RFP Documents contain the names of specific people (i.e., Key Project Personnel) who will work on the Project, then the quality and professional credentials of those people were material factors in ODM's decision to enter into this Contract. Therefore, the Contractor must use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor may not remove those people from the Project without the prior written consent of ODM, except as provided below.

The Contractor may remove a person listed in the RFP Documents from the Project, if doing so is necessary for legal or disciplinary reasons, or in the case of the person's resignation or of the ceasing of his or her employment with the Contractor or in the case of a leave of absence due to medical or personal extenuating circumstances, or with prior written approval of ODM. However, the Contractor

must make a reasonable effort to give ODM fifteen (15) business days' prior, written notice of the removal.

If the Contractor removes a person listed in the RFP Documents from the Project for any reason other than those specified above, ODM may assess liquidated damages in the amount of \$1,500.00 for every day between the date on which the individual was removed and the date that this Contract is terminated or the individual's qualified replacement, selected in accordance with the process identified in this section, starts performing on the Project. ODM also may provide the Contractor with written notice of its default under this section, which the Contractor must cure within 30 business days. Should the Contractor fail to cure its default within the 30-business day cure period, this Contract will terminate immediately for cause, and ODM will be entitled to damages in accordance with the Suspension and Termination Section of this Contract due to the termination. Should ODM assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

The Contractor must have qualified replacement people available to replace any person listed in the RFP Documents by name or identified as a key individual on the Project. When the removal of a listed person is permitted under this Section, or if a person becomes unavailable, the Contractor must submit the resumes for two replacement people to ODM for each person removed or who otherwise becomes unavailable. The Contractor must submit the two resumes, along with such other information as ODM may reasonably request, within five (5) business days after the decision to remove a person is made or the unavailability of a listed person becomes known to the Contractor.

ODM will select one of the two proposed replacements or will reject both of them within ten (10) business days after the Contractor has submitted the proposed replacements to ODM. ODM may reject the proposed replacements for any legal reason. Should ODM reject both replacement candidates due to their failure to meet the minimum qualifications identified in the RFP Documents, or should the Contractor fail to provide the notice required under this Section or fail to provide two qualified replacement candidates for each removed or unavailable person, the Contractor will be in default and the cure period for default specified elsewhere in this Contract will not apply. In any such case, ODM will have the following two options:

1. ODM may assess liquidated damages in the amount of \$1,500.00 for every calendar day between the date on which the Contractor failed to provide the applicable notice, failed to provide the two replacement candidates, or the date ODM rejected all candidates for cause and the date on which the Contractor affects a cure or the Contract expires without renewal or is terminated.
2. ODM may terminate this Contract immediately for cause and without any cure period.

Should ODM exercise its option under item (1) above, it nevertheless will be entitled anytime thereafter to exercise its option under item (2) above. Additionally, should ODM terminate this Contract under this provision, it will be entitled to damages in accordance with the Suspension and Termination Section of this Contract due to the termination. Should ODM assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

ODM may determine that the proposed replacement candidates meet the minimum qualifications of this Contract and still substantially reduce the value ODM perceived it would receive through the effort of the original individual(s) the Contractor proposed and on whose credentials ODM decided to enter into this Contract. Therefore, ODM will have the right to reject any candidate that ODM determines may provide it with diminished value.

Should ODM reject both proposed candidates for any legal reason other than their failure to meet the minimum qualifications identified in the RFP Documents, ODM may terminate this Contract for its convenience.

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

Suspension and Termination. ODM may terminate this Contract in full or in part for cause if the Contractor defaults in meeting its obligations under this Contract and fails to cure its default within the time allowed by this Contract, or if a petition in bankruptcy (or similar proceeding) has been filed by or against the Contractor. ODM also may terminate this Contract if the Contractor violates any law or regulation in doing the Project, or if it appears to ODM that the Contractor's performance is substantially endangered through no fault of ODM. In any such case, the termination will be for cause, and ODM's rights and remedies will be those identified below for termination for cause.

On written notice, the Contractor will have thirty (30) business days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 business days after written notice, or if the breach is not one that is curable, ODM will have the right to terminate this Contract immediately upon notice to the Contractor. ODM also may terminate this Contract in the case of breaches that are cured within 30 business days but are persistent. "Persistent" in this context means that ODM has notified the Contractor three times in writing of the Contractor's failure to meet any of its obligations. After the third notice, ODM may terminate this Contract upon written notice to the Contractor without a cure period if the Contractor again fails to meet any obligation. The three notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than 30 business days or for no cure period at all, and those provisions will prevail over this one. If a section does not state what the cure period will be, this provision will govern.

ODM also may terminate this Contract in full or in part for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Project. If a third party is providing funding for the Project, ODM also may terminate this Contract should that third party fail to release any Project funds. The RFP Documents normally identify any third-party source of funds for the Project, but an absence of such in the RFP Documents will not diminish ODM's rights under this section.

The notice of termination, whether for cause or without cause, will be effective as soon as the Contractor receives it. Upon receipt of the notice of termination, the Contractor must immediately cease all work on the Project and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. Subject to ODM review and approval, the Contractor must submit a Transition Plan within 10 business days of the notice of termination of the Contract. The Contractor must make revisions to the Transition Plan as necessary to obtain ODM approval of the Transition Plan. The Contractor's Transition Plan must include, but is not limited to, the following:

- The Contractor's agreement to comply with all duties and obligations incurred prior to the effective date of the Contract termination, including the performance of ongoing functions as required by ODM and the submission of all reports and deliverables.
- The identification of the Contractor's Transition Coordinator, the Contractor's single point of contact responsible for coordinating the Contractor's transition activities.
- The proposed submission timeframes for all outstanding reports and deliverables as identified by ODM.
- The Contractor's communication plan, including the Contractor's proposed written notifications and proposed timeline to notify all subcontractors and members of the termination.
- The Contractor's member transition plan to support an efficient and seamless transition of members from coverage under this Contract to coverage under ODM's designee(s)".

In the event of termination whether for cause or without cause, the Contractor agrees to fulfill all duties and obligations as required under OAC Chapter 5160-26, the Contract, and any provider agreements related to the provision of services for the Medicaid population during periods of time when the Contractor was under contract with ODM. Such duties and obligations include the performance of ongoing functions and the submission of all outstanding reports and deliverables as identified in the Transition Plan. The Contractor must fully cooperate with ODM and ODM's designee(s) to support a seamless transition of members and administrative responsibilities. The Contractor must participate in any meetings, workgroups, or other activities as requested by ODM to support the transition. The Contractor must comply with financial and insurance requirements until ODM provides the Contractor written notice that all continuing obligations under this Contract have been fulfilled. At the option of ODM, the Contractor will be required to submit a refundable monetary assurance to ensure the Contractor's successful completion of its responsibilities.

If ODM terminates this Contract for cause, ODM will be entitled to cover for the Work by using another Contractor on such commercially reasonable terms as ODM and the covering Contractor may agree. The Contractor will be liable to ODM for all costs related to covering for the Work to the extent that such costs, when combined with payments already made to the Contractor for the Work before termination, exceed the costs that ODM would have incurred under this Contract. The Contractor will also be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause. If the Contractor fails to deliver Deliverables or provide satisfactory services, ODM has the right to withhold any and all payments due to the Contractor without penalty or work stoppage by the Contractor until such failure to perform is cured.

If the termination is for the convenience of ODM, the Contractor will be entitled to the Contract price as prorated by ODM for Deliverables, products or services accepted by ODM and not previously paid for provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed. For items not specifically priced, ODM will use fair market value to determine the price owed. The Contractor will use generally accepted accounting principles or equivalent and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

ODM will have the option of suspending this Contract in full or in part rather than terminating the Project, if ODM believes that doing so would better serve its interests. In the event of a suspension for the convenience of ODM, the Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Project for cause rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If ODM reinstates the Project after suspension for cause, rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the suspension, less any damage to ODM resulting from the Contractor's breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to ODM from the default or other event giving rise to the suspension.

In the case of a suspension for ODM's convenience, ODM will calculate the amount of compensation due to the Contractor for work performed before the suspension in the same manner as provided in this section for termination for ODM's convenience. The Contractor will not be entitled to compensation for any other costs associated with a suspension for ODM's convenience, and ODM will make no payment under this provision to the Contractor until the Contractor submits a proper invoice. If ODM decides to allow the work to continue rather than terminating this Contract after the suspension, ODM will not be required to make any payment to the Contractor other than those payments specified in this Contract and in accordance with the payment schedule specified in this Contract for properly completed work.

Any notice of suspension, whether with or without cause, will be effective immediately upon the Contractor's receipt of the notice. The Contractor will prepare a report concerning the Project just as is required by this Section in the case of termination. After suspension of the Project, the Contractor may not perform any work without the consent of ODM and may resume work only upon written notice from ODM to do so. In any case of suspension, ODM retains its right to terminate this Contract rather than to continue the suspension or resume the Project.

Representatives. ODM's representative under this Contract will be the person identified in the RFP Documents or in a subsequent notice to the Contractor as the "Project Manager". The Project Manager will review all reports the Contractor makes in the performance of the Project, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the completed Project. The Project Manager may delegate their responsibilities for individual aspects of the Project to one or more managers, who may act as the Project Manager for those individual portions of the Project.

The Contractor's Implementation Manager under this Contract will be the person identified on the RFP Documents as the "Implementation Manager." The Implementation Manager will be the Contractor's liaison with ODM under this Contract. The Implementation Manager also will conduct all Project

meetings and prepare and submit to the Project Manager all reports, plans, and other materials that the RFP Documents require from the Contractor.

Project Responsibilities. ODM will be responsible for providing only those things, if any, expressly identified in the RFP Documents. If ODM has agreed to provide facilities or equipment, the Contractor, by signing this Contract, warrants that the Contractor has either inspected the facilities and equipment or has voluntarily waived an inspection and will work with the equipment and facilities on an “as is” basis.

The Contractor must assume the lead in the areas of management, design, and development of the Project. The Contractor must coordinate the successful execution of the Project and direct all Project activities on a day-to-day basis, with the advice and consent of the Project Manager. The Contractor will be responsible for all communications regarding the progress of the Project and will discuss with the Project Manager any issues, recommendations, and decisions related to the Project.

If any part of the Project requires installation on ODM's property, ODM will provide the Contractor with reasonable access to the installation site for the installation and any site preparation that is needed. After the installation is complete, the Contractor must complete an installation letter and secure the signature of the Project Manager certifying that installation is complete and the Project, or applicable portion of it, is operational. The letter must describe the nature, date, and location of the installation, as well as the date the Project Manager certified the installation as complete and operational.

Unless otherwise provided in the RFP Documents, the Contractor is solely responsible for obtaining all official permits, approvals, licenses, certifications, and similar authorizations required by any local, state, or federal agency for the Project and maintaining them throughout the duration of this Contract.

Changes. ODM may make reasonable changes within the general scope of the Project. ODM will do so by issuing a written order under this Contract describing the nature of the change (“Change Order”). Additionally, if ODM provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Project, the Contractor may request a Change Order from ODM. The parties will handle such changes as follows: The Contractor will provide pricing to ODM. ODM will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change, as well as any equitable adjustments that need to be made in the Contractor's Fee or the performance schedule for the work. Then within five (5) business days after receiving the Change Order, the Contractor must sign it to signify agreement with it.

If a change causes an increase in the cost of, or the time required for, the performance of the Project, the Contractor must notify ODM in writing and request an equitable adjustment in its Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Project not described in a written Change Order, the Contractor must notify ODM in writing of the claim within five (5) business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will ODM be responsible for any increase in the Fee or revision in any delivery schedule unless ODM expressly ordered the relevant change in writing and the Contractor has complied with the requirements of this section. Provided ODM has complied with the procedure for

Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Project, as changed.

Where an equitable adjustment to the Contractor's Fee is appropriate, ODM and the Contractor may agree upon such an adjustment. If ODM and the Contractor are unable to agree, either party may submit the dispute to the senior management of the Contractor and the senior management of ODM's Department of Administrative Services for resolution. If within 30 business days following referral to senior management, the claim or dispute has not been resolved, the Contractor must submit its actual costs for materials needed for the change (or estimated amount if the precise amount of materials cannot be determined) and an estimate of the hours of labor required to do the work under the Change Order. The Contractor must break down the hours of labor by employee position and provide the actual hourly pay rate for each employee involved in the change. The total amount of the equitable adjustment for the Change Order then will be made based on the actual cost of materials (or estimated materials) and actual rate for each person doing the labor (based on the estimated hours of work required to do the change). Labor rates will be increased by 25% to cover benefits and taxes. The equitable adjustment for the Change Order then will be set based on this amount, plus 15% to cover overhead and profit. This amount will be the not-to-exceed amount of the Change Order. If the change involves removing a requirement from the Project or replacing one part of the Project with the change, ODM will get a credit for the work no longer required under the original scope of the Project. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the not-to-exceed amount will be reduced by this credit.

The Contractor is responsible for coordinating changes with its subcontractors and adjusting their compensation and performance schedule. ODM will not pay any subcontractor for the Change Order. If a subcontractor will perform any work under a Change Order, that work must be included in the Contractor's not-to-exceed amount and calculated in the same manner as the Contractor's equitable adjustment for the portion of the work the Contractor will perform. The Contractor will not receive an overhead percentage for any work a subcontractor will do under a Change Order.

If the RFP Documents provide for the retainage of a portion of the Contractor's Fee, all equitable adjustments for Change Orders also will be subject to the same retainage, which ODM will pay only on completion and acceptance of the Project, as provided in the RFP Documents.

Excusable 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 delayed party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party also must describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third-party manufacturers supplying commercial items and over whom the Contractor has no legal control.

Independent Contractor Acknowledgement. It is fully understood and agreed that the Contractor is an independent Contractor and is not an agent, servant, or employee of ODM or the State of Ohio. The Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, the Contractor understands that as an independent Contractor, it is not a public employee and is not entitled to contributions from ODM to any public employee retirement system.

The Contractor acknowledges and agrees that it is a business entity as defined in ORC 145.037, and that any individual providing personal services under this Contract is not a public employee for purposes of Chapter 145 of the Ohio Revised Code.

Background Checks. All Contractor and subcontractor personnel, including any Replacement Personnel, assigned to this Project who have access to Confidential Information or to State systems that contain Confidential Information must have a current fingerprint search and background check performed by the Federal Bureau of Investigation or other federal investigative authority. The fingerprint search and background checks must be completed before any such Contractor or subcontractor personnel gain access to State facilities, sensitive and/or Confidential Information, or systems. All costs associated with this will be at the Contractor's expense. The results of background checks must be made available to ODM upon request. At its discretion, ODM may reject any Contractor or subcontractor personnel based on the information provided in the completed background check.

The Contractor must confirm in its Proposal that all Contractor and subcontractor personnel assigned to the Project will have background checks completed before the Project starts or before reporting to ODM designated Project facilities.

Ohio MBE Certification. The MBE must maintain their certification throughout the term of the Contract, including any renewals. Failure to maintain such certification will be considered a breach of the Contract.

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

Remedies. Contractor may apply in writing to ODM for a waiver or modification of its proposed MBE set-aside cost percentage. However, a modification or waiver request may not be submitted before at least thirty percent (30%) of the work is completed or after eighty percent (80%) of the work is completed. Contractor must submit evidence acceptable to ODM demonstrating that Contractor made a good faith effort to maintain its relationship with certified MBE subcontractors, or secure replacement MBE subcontractors, in order to justify the granting of a waiver or modification. Within a reasonable amount of time from receipt of the request, ODM will determine whether Contractor's good faith efforts and submitted documentation justify the granting of a waiver or modification. If a waiver or modification is denied, Contractor will have an opportunity to attain the percentage before the

completion of the work. Compliance with any modified cost set-aside percentage will be a term of the Contract and failure to attain the percentage by the expiration of the Contract may result in the Contractor being found in breach of Contract.

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

OhioBuys. This Contract might become part of an eProcurement System which will provide electronic Contract and catalog hosting and management services. Ordering Agencies will access a web-based site to place orders for the procurement of goods and services using State of Ohio contracts. The Contractor agrees to establish, maintain, and support an online Contract and catalog.

Publicity and Branding. The Contractor must not do the following without prior, written consent from ODM:

1. Advertise or publicize that the Contractor is doing business with ODM
2. Use this Contract as a marketing or sales tool
3. Affix any advertisement or endorsement, including any logo, graphic, text, sound, video, and company name, to any State-owned property, application, or website, including any website hosted by Contractor or a third party

6.4.3 Ownership and Handling of Intellectual Property and Confidential Information

Confidentiality. ODM may disclose to the Contractor written material, oral material, or other information that ODM treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation ODM delivers to the Contractor will remain with ODM. The Contractor must treat such Confidential Information as secret, if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interest of the public, other Contractors, potential Contractors with ODM, or individuals or organizations about whom ODM keeps information. By way of example, information must be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. By way of further example, the Contractor also must treat as confidential materials such as police and investigative records, files containing personal information about individuals or employees of ODM, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient, or similar privilege may apply, and any documents or records excluded by Ohio law from public records disclosure requirements or designated as confidential by federal law.

The Contractor may not disclose any Confidential Information to third parties and must use it solely to do the Project. The Contractor must restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the

Confidential Information to do the Project. The Contractor will be liable for the disclosure of such information, whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.

The Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the Contractor must require all of its Personnel who have access to any Confidential Information to execute a confidentiality agreement incorporating the obligations in this section and must make these signed agreements available to ODM upon request.

The Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) was already in the Contractor's possession before disclosure by ODM, and such was received by the Contractor without obligation of confidence; (2) is independently developed by the Contractor; (3) except as provided in the next paragraph, is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Contractor from a third party without an obligation of confidence; (5) is disclosed by the Contractor with the written consent of ODM; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) notifies ODM of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. The Contractor must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

Information that may be available publicly through other sources about people that is personal in nature, such as medical records, addresses, phone numbers, social security numbers, and similar things are nevertheless sensitive in nature and may not be disclosed or used in any manner except as expressly authorized in this Contract. Therefore, item (3) in the preceding paragraph does not apply, and the Contractor must treat such information as Confidential Information whether it is available elsewhere or not.

The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but the Contractor first must obligate them to the requirements of this section.

Confidentiality Agreements. When the Contractor performs services under this Contract that require the Contractor's and its subcontractors' personnel to access facilities, data, or systems that ODM in its sole discretion deems sensitive, ODM may require the Contractor's and its subcontractors' personnel with such access to sign an individual confidentiality agreement and policy acknowledgements, and have a background check performed before accessing those facilities, data, or systems. Each State agency, board, and commission may require a different confidentiality agreement or acknowledgement, and the Contractor's and its subcontractors' personnel may be required to sign a different confidentiality agreement or acknowledgement for each agency. The Contractor must immediately replace any of its or its subcontractors' personnel who refuse to sign a required confidentiality agreement or acknowledgment or have a background check performed.

Ownership of Deliverables. All Deliverables provided by the Contractor under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic

reports/records, or other media are the property of ODM, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. The Contractor will not obtain copyright, patent, or other proprietary protection for the Deliverables. The Contractor will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for ODM and the Contractor to use such copyrighted matter in the manner provided herein. The Contractor agrees that all Deliverables will be made freely available to the public unless ODM determines that, pursuant to State or federal law, such materials are confidential or otherwise exempted from disclosure.

All Deliverables provided or produced pursuant to this Contract will be considered “works made for hire” within the meaning of copyright laws of the United States and the State of Ohio. ODM is and will be deemed sole author of the Deliverables and sole owner of all rights therein. If any portion of the Deliverables is deemed not a “work made for hire,” or if there are any rights in the Deliverables not conveyed to ODM, the Contractor agrees to, and by executing this Contract does, assign ODM all worldwide rights, title, and interest in and to the Deliverables. ODM acknowledges that its sole ownership of the Deliverables under this Contract does not affect the Contractor’s right to use general concepts, algorithms, programming techniques, methodologies, or technology that the Contractor developed prior to or as a result of this Contractor that are generally known and available.

The Contractor understands that it must submit a written request to ODM and receive express written permission from ODM to include any of its own pre-existing, proprietary materials in any of the Deliverables under this Contract. ODM’s approval of the inclusion of pre-existing, proprietary materials is predicated on the Contractor granting to ODM and the State of Ohio a worldwide, non-exclusive, perpetual, royalty-free license to use, modify, sell, and otherwise distribute all such materials that are included in the Deliverables under this Contract. Upon request by the Contractor, ODM will incorporate into any future copies of the Deliverables under this Contract any proprietary notice(s) the Contractor may reasonably require for any pre-existing, proprietary materials included in the Deliverables of this Contract. Any proprietary notices will be the minimum required by law so as not to be seen as an endorsement by ODM of or advertisement for the Contractor.

Subject to the limitations and obligations of ODM with respect to Pre-existing Materials, ODM may make all custom Deliverables available to the general public without any proprietary notices of any kind.

For Deliverables that include custom materials such as software, scripts, or similar computer instructions developed for ODM, ODM is entitled to the source material. Scripts and similar functionality may not be locked or otherwise protected from access by ODM, unless ODM has any passwords or other tools necessary to access the material. Source material must include annotations or comments according to industry standards. Further, ODM is entitled to any working papers the Contractor has developed during the performance of the Project that would reasonably assist ODM in using the Deliverables that include source materials or that would help ODM protect its interests in the Deliverable or update, modify, or otherwise maintain the Deliverable. This also includes all design and architectural materials, such as schemas.

The Contractor may use Confidential Information only as necessary for Contractor’s performance under or pursuant to rights granted in this Agreement and for no other purpose. The Contractor’s limited right to use Confidential Information expires upon expiration or termination of this Agreement for any

reason. The Contractor's obligations of confidentiality and non-disclosure survive termination or expiration for any reason of this Agreement.

License in Commercial Material. As used in this section, "Commercial Material" means anything that the Contractor or a third party has developed at private expense, is commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media. Examples include written reports, books, pictures, videos, movies, computer programs, computer source code, and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in the RFP Documents or as an attachment referenced in the RFP Documents, if that scope of license is different from the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then ODM will have the rights permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then ODM will have the rights permitted under the federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material consists of trade secrets, then ODM will treat the material as confidential. In this regard, ODM will assume all obligations with respect to the Commercial Material that the Contractor assumes under the Confidentiality section of this Contract with respect to ODM's Confidential Information. Otherwise, ODM will have the same rights and duties permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor, whether or not the material is copyrighted when delivered to ODM.

For Commercial Software, ODM will have the rights in items (1) through (6) of this section with respect to the software. ODM will not use any Commercial Software except as provided in the six items below or as expressly stated otherwise in this Contract. The Commercial Software may be:

1. Used or copied for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred;
2. Used or copied for use in or with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative;
3. Reproduced for safekeeping (archives) or backup purposes;
4. Modified, adapted, or combined with other computer software, but the modified, combined, or adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions set forth in this Contract;
5. Disclosed to and reproduced for use on behalf of ODM by support service Contractors or their subcontractors, subject to the same restrictions set forth in this Contract; and
6. Used or copied for use in or transferred to a replacement computer.

6.4.4 Representations, Warranties, and Liabilities

General Warranties. The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) be in accordance with sound professional standards and the requirements of this Contract and without any material defects; and (2) unless otherwise provided in the RFP Documents, be the work solely of the Contractor. The Contractor also warrants that: (1) no Deliverable will infringe on the intellectual property rights of any third party; and (2) the Contractor's work and the Deliverables resulting from that work will be merchantable and fit for the particular purposes described in the RFP Documents.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) the Contractor has the right to enter into this Contract; (2) the Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) the Contractor will observe and abide by all applicable laws and regulations, including those of ODM regarding conduct on any premises under ODM's control and security for ODM's data, systems, and networks; (4) the Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to ODM; (5) the Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to ODM; and (6) the Contractor is not subject to any unresolved findings of the Auditor of State under ORC §9.24 and will not become subject to an unresolved finding that prevents the extension or renewal of this Contract.

All warranties will be continuing warranties. If any portion of the Project fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed or must refund the amount of the compensation paid for such portion of the Project. The Contractor also must indemnify ODM for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where ODM has modified or misused the Deliverable and the claim is based on the modification or misuse. ODM will give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor must do one of the following things: (1) modify the Deliverable so that it is no longer infringing; (2) replace the Deliverable with an equivalent or better item; (3) acquire the right for ODM to use the infringing Deliverable as it was intended for ODM to use under this Contract; or (4) remove the Deliverable and refund the amount ODM paid for the Deliverable and the amount of any other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to ODM.

Software Warranty. If this Contract involves software as a Deliverable, then, on acceptance of any Deliverable that includes software, the Contractor warrants as to all software developed under this Contract that: (a) the software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation, the Contractor's Proposal, and the RFP Documents; (b) the software will be free of any material Defects; (c) the Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code; and (d) the source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is

reasonably available in the open market; and (e) the software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software licensed from a third party that is incorporated into a Deliverable, and for which ODM has not approved a separate license agreement governing that Commercial Software's warranties as part of the RFP process, the Contractor represents and warrants that it has done one of the following things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to ODM; or (c) fully disclosed in the RFP Documents any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

In addition, for Commercial Software that is incorporated into a Deliverable, the Contractor will: (a) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the RFP Documents (or any attachment referenced in the RFP Documents) and relevant Commercial Software documentation; (b) supply technical bulletins and updated user guides; (c) supply ODM with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code; (d) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensee; (e) maintain or cause the third-party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (f) maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.

For purposes of the warranties and the delivery requirements in this Contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end-users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the un-compiled operating instructions for the software. However, the Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code must be provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

Indemnity for Property Damage, Bodily Injury, and Data Breach. The Contractor must indemnify ODM for all liability and expense resulting from bodily injury to any person (including injury resulting in death), damage to tangible or real property, or disclosure/breach of State Data including personally identifiable information and State sensitive information arising out of the performance of this Contract, provided that such bodily injury, property damage, or disclosure/breach is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. The Contractor will not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of ODM, its employees, other Contractors, or agents.

Limitation of Liability. ODM will not be liable for any indirect, incidental, or consequential loss or damage of the Contractor, including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of such damages. Additionally, ODM will not be liable to the Contractor for direct or other damages in excess of two times the total cost of this Contract. The limitations in this paragraph do not apply to: (i) any obligation of the Contractor to indemnify ODM against claims made against it; (ii) disclosure/breach of State Data including personally identifiable information or State sensitive information, or for (iii) damages to ODM caused by the Contractor's negligence or other tortious conduct.

6.4.5 Acceptance and Maintenance

Standards of Performance and Acceptance. The implementation period includes a period for performance testing of the completed Project. During the Operations Readiness Review, ODM, with the assistance of the Contractor, will conduct acceptance testing. The Operations Readiness Review will last up to 60 business days, during which time the Project must meet the standard of performance required by the RFP Documents for 30 consecutive business days. The performance criteria in the RFP Documents will be supplemented with the relevant user manuals, technical materials, and related writings, to the extent that the specifications in those writings supplement and refine rather than contradict the performance criteria in the RFP Documents. Acceptance of the Project depends on a successful completion of the performance period defined in this section and the RFP Documents. This section applies to the Project, and any part of it, as well as replacements or substitutes for the Project after completion of a successful performance period.

If the Project does not meet the standard of performance during the initial performance period, ODM will give the Contractor details about the problems in a timely manner and in a useful and relevant form. Until the Contractor demonstrably corrects all outstanding problems, the second performance period will not start, and ODM will not accept the Project (or part thereof). The second performance test will continue on a day-by-day basis until the standard of performance is met for a total of 30 consecutive business days or until the 60-day performance period has ended without meeting the standard of performance.

If the Project fails to meet the standard of performance after 60 business days from the start of the second performance period, the Contractor will be in default and will not have a cure period. In addition to all other remedies ODM may have under this Contract, ODM may request a correction or replacement of the relevant portion of the Project.

The Project may have components that can be tested for acceptance individually. If that is so, there may be acceptance criteria listed on the RFP Documents for each part of the Project that will be independently tested and accepted. However, unless the RFP Documents expressly provide otherwise, the failure of any independently tested component to meet its acceptance criteria will give ODM the right to reject the entire Project. Alternatively, if ODM determines that it is in ODM's interest to reject only the part of the Project that was independently and unsuccessfully tested, it may do so. If ODM chooses this option, ODM will be entitled to a refund or credit toward the Contractor's Fee equal to the cost of acquiring a replacement for the rejected component.

The acceptable level of performance for the Project will be 99.5%, unless otherwise specified in the RFP Documents. The performance level for the Project is computed by dividing the sum of the uptime by the number of working hours during the test time. "Uptime" means the total hours, rounded to the nearest quarter hour, during which all components of the Project are operational, and all functions of the Project are available to its users. The number of "working hours" means the total number of working hours for the period during which the Project was scheduled to be available to its users. Uptime and downtime will be measured in hours and quarter hours.

The Project "downtime" is that period when any part of the Project is inoperable due to failure of the Project or a particular Deliverable to operate according to the specifications in the RFP Documents, the user documentation, or the published technical specifications. During a period of downtime, ODM may use operable components of the Project when that will not interfere with repair of inoperable components of the Project. Downtime will start from the time ODM notifies the Project Manager of the inoperable condition of the Project until the Project is returned in proper operating condition.

The Project will not be accepted until the Operations Readiness Review is complete.

Should it be necessary, ODM may delay the start of the Operations Readiness Review, but the delay will not exceed 30 consecutive business days after the scheduled date for implementation of the Project. Such a delay will not be considered a suspension of work under the Suspension and Termination section of this Contract.

Passage of Title. Title to any Deliverable will pass to ODM only on acceptance of the Deliverable. All risk of loss, regardless of the cause, will remain with the Contractor until title to the Deliverable passes to ODM.

Software Maintenance. If this Contract involves software as a Deliverable, during the warranty period, as well as any optional maintenance periods that ODM exercises, the Contractor must correct any material programming Defects that are attributable to the Contractor within a reasonable period of time. The Contractor should proactively identify and correct Defects in the software. However, if ODM identifies a Defect, ODM must notify the Contractor, either orally or in writing, of the Defect and provide sufficient information for the Contractor to identify the Defect.

The Contractor's response to a programming Defect will depend upon the severity of the Defect. For programming Defects that slow the processing of data by a small degree, render minor and non-mandatory functions of the System inoperable or unstable, or require users or administrators to employ workarounds to fully use the software, Contractor will respond to the request for resolution within four (4) business hours. Furthermore, the Contractor must begin working on a proper solution for the Defect within one (1) business day, dedicating the resources required to fix the Defect. For any Defects with more significant consequences, including those that render key functions of the system inoperable or significantly slow processing of data, the Contractor will respond within two (2) business hours of notice. The Contractor also must begin working on a proper solution for the Defect immediately after responding and, if requested, provide on-site assistance, and dedicate all available resources to resolving the Defect.

For software classified as Commercial Software in the Ownership of Deliverables section and for which ODM has not signed a separate license agreement, the Contractor must acquire for ODM the right to

maintenance for one (1) year from contract start. That maintenance must be the third-party licensor's standard maintenance program, but at a minimum, that maintenance program must include all updates, patches, and fixes to the software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function (and, if applicable, the subject matter covered by the software) and to correct material Defects in the software in a timely fashion. Additionally, the Contractor must obtain a commitment from the licensor to make maintenance available for the product for at least five (5) years after the first year of maintenance. The Contractor also must obtain a commitment from the licensor to limit increases in the annual Fee for maintenance to no more than 7% annually. If the licensor is unable to provide maintenance during that five-year period, then the licensor must be committed to doing one of the following two things: (a) give ODM a *pro-rata* refund of the license fee based on a five-year useful life; or (b) release the source code for the software (except third party software) to ODM for use by ODM solely for the purpose of maintaining the copy(ies) of the software for which ODM has a proper license. For purposes of receiving the source code, ODM agrees to treat it as confidential and to be obligated to the requirements under the Confidentiality section of this Contract with respect to the source code. That is, with respect to the source code that ODM gets under this section, ODM will do all the things that the Confidentiality section requires the Contractor to do in handling ODM's Confidential Information.

Principal Period of Maintenance (General). This section applies if software or equipment will be a Deliverable under this Contract.

The Contractor must make maintenance available twelve (12) working hours per weekday, between 7:00 a.m. and 7:00 p.m. (Columbus, Ohio local time). Travel time and expenses related to remedial and preventive maintenance will not be considered billable but will be included in the Contractor's firm, fixed Transaction and Maintenance costs for the Project during the warranty period and a part of the annual maintenance Fee during later annual maintenance periods.

Maintenance Access (General). This section applies if software or equipment will be a Deliverable under this Contract.

The Contractor must keep the Project in good operating condition during the warranty period and any annual maintenance period during which ODM contracts for continued maintenance. ODM will provide the Contractor with reasonable access to the Project to perform maintenance. All maintenance that requires the Project to be inoperable must be performed outside ODM's customary working hours, except when the Project is already inoperable. Preventive or scheduled maintenance will be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

Key Maintenance Personnel (General). This section applies if software or Equipment will be a Deliverable under this Contract.

The Contractor must identify all key people responsible for providing maintenance on the Project, furnish ODM with a means of identifying these people, furnish ODM with their credentials, and notify ODM at least 30 business days in advance of any reductions in staffing levels of key people at the office serving ODM.

6.4.6 Construction

Entire Document. As described in **Section 5.3**, this Contract is the entire agreement between the parties with respect to its subject matter and supersedes any previous agreements, whether oral or written.

Binding Effect. This Contract will be binding upon and inure to the benefit of the respective successors and assigns of ODM and the Contractor.

Amendments – Waiver. No change to any provision of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms. Waivers must be in writing to be effective, and either party may at any later time demand strict performance.

Severability. If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity.

Construction. This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

Headings. The headings used herein are for the sole sake of convenience and may not be used to interpret any section.

Notices. For any notice under this Contract to be effective, it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement will not apply to any notices that this Contract expressly authorized to be made orally.

Continuing Obligations. The terms of this Contract will survive the termination or expiration of the time for completion of Project and the time for meeting any final payment of compensation, except where such creates an absurdity.

Time. Unless otherwise expressly provided, any reference in this document to a number of days for an action or event to occur means business days, and any reference to a time of the day, such as 5:00 p.m., is a reference to the local time in Columbus, Ohio.

Time is of the Essence. Contractor hereby acknowledges that time is of the essence for performance of this Contract unless, otherwise agreed to in writing by the parties.

6.4.7 Law and Courts

Compliance with Law. The Contractor must comply with all applicable federal, state, and local laws while performing under this Contract.

Drug-Free Workplace. The Contractor must comply with all applicable state and federal laws regarding keeping a drug-free workplace. The Contractor must make a good faith effort to ensure that all the Contractor's Personnel, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

Conflicts of Interest and Ethics Compliance Certification. None of the Contractor's Personnel may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor may not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Project to acquire an interest in anything or any entity under the Contractor's control, if such an interest would conflict with that official's or employee's duties. The Contractor must disclose to ODM knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. The Contractor also must take steps to ensure that such a person does not participate in any action affecting the work under this Contract. However, this will not apply when ODM has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

Ohio Ethics Law and Limits on Political Contributions. The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. The Contractor also certifies that all applicable parties listed in ORC § 3517.13 are in full compliance with ORC § 3517.13.

Unresolved Finding for Recovery. If the Contractor was subject to an unresolved finding of the Auditor of State under ORC § 9.24 on the date the parties sign this Contract, the Contract is void. Further, if the Contractor is subject to an unresolved finding of the Auditor of State under ORC § 9.24 on any date on which the parties renew or extend this Contract, the renewal or extension will be void.

Equal Employment Opportunity. The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including ORC § 125.111 and all related Executive Orders.

Before a Contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the Department of Administrative Services Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Ohio Business Gateway at: <http://business.ohio.gov/efiling/>

Security & Safety Rules. When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State and federal rules, policies, and regulations regarding data security and integrity.

Prohibition of the Expenditure of Public Funds for Offshore Services. The Contractor must not enter into any contract to purchase services provided outside the United States or that allows ODM data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States. Notwithstanding any other terms of this Contract, ODM reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. ODM does not waive any other rights and remedies provided ODM in the Contract.

The Contractor must complete the **Affirmation and Disclosure Form** in **Attachment Eight** affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, the Contractor must not change the location(s) disclosed on the **Affirmation and Disclosure Form**, unless a duly signed waiver from ODM has been attained to perform the services outside the United States.

Injunctive Relief. Nothing in this Contract is intended to limit ODM's right to injunctive relief if such is necessary to protect its interests or to keep it whole.

Assignment. The Contractor may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of ODM. ODM is not obligated to provide its consent to any proposed assignment.

Governing Law. This Contract will be governed by the laws of Ohio, and venue for any disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

Registration with the Secretary of State. By providing a Charter Number and signature within the Certification Offer Letter, the Contractor attests that the Contractor is:

An Ohio corporation that is properly registered with the Ohio Secretary of State; or

A foreign corporation, not incorporated under the laws of the State of Ohio, but is registered with the Ohio Secretary of State pursuant to ORC § 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under ORC § 1703.01-1703.31, which transacts business in the State of Ohio, without being so licensed, or when its license has expired or been canceled, must forfeit not less than \$250.00 nor more than ten thousand dollars. No officer of a foreign corporation <http://codes.ohio.gov/orc/1703.01> may transact business in the State of Ohio, if such corporation is required by ORC § 1703.01-1703.31 to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree. Questions regarding registration should be directed to (614) 466-3910, or visit <http://www.sos.state.oh.us>.

Boycotting. Pursuant to ORC § 9.76 (B) Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the Contract period.

Civil Rights Assurance. Contractor warrants that it will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et seq.) and the Age Discrimination Act of 1975 (42 USC 6101, et seq.).

6.5 Attachment Five: Sample Contract

OHIO DEPARTMENT OF MEDICAID
CONTRACT FOR SERVICES

C-2021-00-0000

RECITALS:

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

A. This Contract is a result of Request for Proposals (RFP) titled _____, numbered _____. The RFP, its attachments, supplements, templates, and amendments are hereby incorporated by reference.

B. The ODM proposal review team recommended for award the Proposal submitted by CONTRACTOR on [DATE]. The Proposal and written, authorized amendments and clarifications thereto are 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 and its attachments, supplements, templates, and amendments will determine the obligations of the parties. In the event of a disputed issue that is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve this dispute in keeping with the objectives of this Contract and the budgetary and statutory constraints of ODM.

ARTICLE I. PURPOSE; DELIVERABLES

A. CONTRACTOR will perform its responsibilities under this Contract [in accordance with the RFP and the Proposal] (Deliverables).

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

C. The ODM Contract Manager may periodically communicate specific requests and instructions to CONTRACTOR concerning the performance of the Deliverables described in this Contract. CONTRACTOR agrees to comply with any requests or instructions to the satisfaction of ODM within ten business days after CONTRACTOR's receipt of the requests or instructions. ODM and CONTRACTOR expressly understand that any requests or instructions will be strictly construed to ensure the successful completion of the Deliverables described in this Contract and are not intended to amend or alter this Contract in any way. If CONTRACTOR believes that any requests or instructions would materially alter the terms and conditions of this Contract or the compensation stated hereunder, CONTRACTOR will immediately notify ODM pursuant to the notice provision of this Contract. CONTRACTOR agrees to consult with the ODM Contract Manager as necessary to ensure understanding of the Deliverables and the successful completion thereof.

ARTICLE II. CONFIDENTIALITY OF INFORMATION

A. CONTRACTOR agrees that it shall not use any information, systems, or records made available to it for any purpose other than to fulfill the obligations specified herein. CONTRACTOR specifically agrees to comply with state and federal confidentiality and information disclosure laws, rules, and regulations applicable to programs under which this Contract exists, including, but not limited to:

1. United States Code, 42 USC 1320d through 1320d-8 (HIPAA);
2. Code of Federal Regulations, 42 CFR 431.300, 431.302, 431.305, 431.306, 435.945, 45 CFR 164.502(e), 164.504(e), and 162.100.
3. Ohio Revised Code, ORC 173.20, 173.22, 1333.61, 2305.24, 2305.251, 2305.252, 3701.243, 3701.028, 4123.27, 5101.26, 5101.27, 5160.39, 5160.45, 5168.13, and 5165.88; and
4. Corresponding Ohio Administrative Code rules.
5. [If Federal Tax Information is shared] Internal Revenue Code 6103 and IRS Publication 1075.

B. CONTRACTOR agrees that access to the records and data provided by ODM for purposes of this Contract will be restricted to only those authorized employees, officials, subcontractors, and other persons who need it to perform duties related to this Contract. CONTRACTOR agrees to provide the ODM Contract Manager with a complete listing of any and all such persons who shall have access to the above referenced records and/or data.

C. CONTRACTOR must assure that all persons who have access to the above referenced information must be fully apprised as to the confidential nature of the information, the safeguards required to protect the information, and the applicable civil and criminal sanctions and penalties associated with any intentional or non-intentional disclosure. No subcontractor shall receive any information without a written agreement with CONTRACTOR incorporating these assurances.

D. CONTRACTOR agrees that any information provided under this agreement that is proprietary must be held to be strictly confidential by CONTRACTOR.

E. CONTRACTOR must not share or otherwise disclose any of the above referenced information to any third party without the express written authorization of the Director of ODM. If there is an incident of unauthorized disclosure of information, ODM must be notified in an acceptable timeframe to support regulatory requirements for breach notifications.

F. CONTRACTOR must permit onsite inspection by the State of Ohio (including but not limited to ODM, the Auditor of the State of Ohio, the Inspector General of Ohio, the Ohio Attorney General or any duly authorized law enforcement officials) and by agencies of the United States government.

G. CONTRACTOR must comply with Ohio Administrative Policy IT-04, Use of Internet, E-mail and Other IT Resources, as well as any associated agency policies prior to gaining access to statewide and ODM IT resources.

H. The express terms and conditions of this Article must be included in all subcontracts executed by CONTRACTOR for any and all work under this Contract.

ARTICLE III. EFFECTIVE DATE OF THE CONTRACT

A. This Contract is in effect from February 1, 2021 or upon issuance of an approved State of Ohio purchase order, whichever is later, through June 30, 2023, unless this Contract is suspended or terminated prior to the expiration date. This Contract may be renewed each biennium through June 30, 2029, upon satisfactory completion of Deliverables hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODM. ODM will issue a notice to CONTRACTOR if ODM decides to renew this Contract. CONTRACTOR will not obligate resources in anticipation of a renewal until notice is provided.

B. It is expressly understood by both ODM and CONTRACTOR that this Contract will not be valid and enforceable until the Director of the Ohio Office of Budget and Management, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. ODM will notify CONTRACTOR when this certification is given.

ARTICLE IV. COMPENSATION

A. The total amount payable under this Contract is TOTAL AMT Dollars (\$TOTAL). ODM will pay an amount up to _____ Dollars (\$_____) for State Fiscal Year 2021 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 be provided.

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

C. Fifteen percent (15%) of each invoice shall be designated as a Minority Business Enterprise (MBE) holdback and shall not be billed unless the CONTRACTOR provides documentation that 15% of the invoice is to be paid to its MBE subcontractor(s) for goods or services provided under this Contract. Any deficiency (difference between the required minimum fifteen percent (15%) set-aside and the actual MBE percentage for that particular invoice) shall be withheld and can be reconciled at the end of each fiscal year.

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

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

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

Fax: 614.485.1039

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

1. CONTRACTOR's name, complete address, and federal tax identification number;
2. Contract number and dates;
3. Purchase order number;
4. Amount and purpose of the invoice, including such detail as required per the compensation section of this Contract, deliverables completed, description of services rendered, hourly rates and numbers of hours (if applicable), amount of monthly fee (if applicable), and other expenses if permitted by this Contract;

Description of Deliverables performed during the billing period;

Receipt of other proof of cost; and

Other documentation requested by ODM.

E. CONTRACTOR expressly understands that ODM will not compensate CONTRACTOR for any work performed prior to CONTRACTOR's receipt of notice from ODM that the provisions of ORC 126.07 have been met as set forth in ARTICLE III, nor for work performed after the ending date of this Contract.

F. CONTRACTOR expressly understands that ODM does not have the ability to compensate CONTRACTOR for invoices submitted after the State of Ohio purchase order has been closed. CONTRACTOR must submit final invoices for payment no later than 90 calendar days from the end of each fiscal year. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.

G. CONTRACTOR understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODM for the payments due under this Contract, this Contract will be terminated as of the date funding expires without further obligation of ODM or the State of Ohio.

H. CONTRACTOR and ODM understand that the terms of this Contract, when combined with any other payments made to or open encumbrances with CONTRACTOR during the same State Biennium, cannot establish compensation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) aggregate without prior approval from the State Controlling Board in accordance with ORC 127.16.

I. Minority Business Enterprise Set-Aside Percentage: Contractors doing business with all state-level agencies, including ODM, are required to identify and set aside a specific percentage of contract-related Work to be exclusively performed by Ohio-certified Minority Business Enterprise (MBE) businesses, and to actively seek and subcontract for these businesses' services. MBE set-aside required percentages for SFY 2020 and SFY 2021 are established pursuant to ARTICLE X.B.9. of this Contract, while related determinations regarding payments shall be managed pursuant to this Section.

1. On invoices submitted to ODM, for each Deliverable, CONTRACTOR must indicate the dollar amount attributed to Ohio certified MBE subcontractors, along with documentation demonstrating the MBE subcontractor activities.

2. If CONTRACTOR does not attain the MBE set-aside percentage prescribed by either ARTICLE X.B.9. or the percentage determined by ODM pursuant to an approved waiver or modification in accordance with ARTICLE X.B.9., CONTRACTOR must forfeit any MBE holdback in full.

3. In addition to any withholding due to CONTRACTOR for not meeting the MBE set-aside required percentages, ODM shall determine the difference between the required percentage and the attained percentage to determine the *deficient percentage*. CONTRACTOR must reimburse ODM an amount equal to the total fiscal year payments paid by ODM multiplied by the deficient percentage. Payment must be submitted by CONTRACTOR to ODM within 90 days of ODM notifying CONTRACTOR of the deficiency and the total amount due.

For example, if VENDOR A has a contract with ODM for \$120,000.00 and is required to subcontract 10% (\$12,000.00) of the cost of the contract with an MBE, and VENDOR A performs \$10,000.00 worth of services each month, VENDOR A would invoice ODM \$9,000.00 per month, holding back \$1,000.00 from

each invoice. If VENDOR A meets the 10% requirement and subcontracts at least \$12,000.00 with MBE businesses, at the end of the fiscal year VENDOR A will receive the \$12,000.00 in full. If VENDOR A only subcontracts \$6,000.00 to MBE vendors, VENDOR A forfeits the \$12,000.00 hold back and owes ODM \$6,000.00 as the difference between the required set-aside and the actual set-aside.

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

4. Determination of Final MBE Holdback Payment. ODM shall consider CONTRACTOR's ability to meet the MBE set-aside in determining the total MBE holdback amount that will be retained from CONTRACTOR's final SFY 2020 and SFY 2021 invoices. At any time, if ODM determines to retain a portion the MBE holdback, ODM shall advise CONTRACTOR verbally and in writing (via email) of the reason(s) for the withholding, the total amount, and the condition(s) upon which it is based.

ARTICLE V. TERMINATION

A. This Contract will automatically terminate upon expiration of the time period in ARTICLE III, or upon completion of all Deliverables, or once all of the compensation has been paid.

B. The suspension and termination provisions in Attachment Four of the RFP shall govern.

ARTICLE VI. NOTICES

ODM and CONTRACTOR agree that communication regarding Deliverables, scope of work, invoice or billing questions, or other routine instructions will be between CONTRACTOR and the identified ODM Contract Manager.

Notices to ODM from CONTRACTOR that concern changes to CONTRACTOR's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE X, and/or any other formal notice regarding this Contract will be sent to the ODM Chief Legal Counsel, Office of Chief Legal, 50 West Town Street, 5th floor, Columbus, Ohio 43215.

Notices to CONTRACTOR from ODM concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Contract will be sent to CONTRACTOR's representative at the address appearing on the signature page of this Contract.

All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE VII. AMENDMENT AND ASSIGNMENT

A. This writing constitutes the entire agreement between ODM and CONTRACTOR with respect to all matters herein. Only a writing signed by both parties may amend this Contract. However, ODM and CONTRACTOR agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Contract without the necessity for executing written amendments. Any written amendment to this Contract will be prospective in nature.

B. CONTRACTOR agrees not to assign any interest in this Contract nor transfer any interest in the Contract without the prior written approval of ODM. CONTRACTOR will submit any requests for approval of assignments and transfers to the ODM Contract Manager at least ten business days prior to the desired effective date. CONTRACTOR understands that any assignments and transfers will be subject to any conditions ODM deems necessary and that no approval by ODM will be deemed to provide for any ODM obligation that exceeds the Contract amount specified in ARTICLE IV of this Contract.

ARTICLE XIII. BUSINESS ASSOCIATE REQUIREMENTS UNDER HIPAA

A. The definitions contained in this section are derived from federal law. Should there be any conflict between the meanings assigned in this Contract and the meanings defined in applicable federal law (even in the event of future amendments to law that create such conflict), the definitions found in federal law will prevail.

General Definitions. The following terms used in this Contract shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use.

Specific Definitions.

a. HIPAA means the Health Insurance Portability and Accountability Act of 1996, the American Recovery and Reinvestment Act of 2009 (ARRA) and any other applicable federal statute or regulation.

b. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

c. Covered Entity means a health plan, a health care clearinghouse, or health care provider under 45 CFR 160.103.

d. Business Associate means a person or entity that, on behalf of the Covered Entity, maintains, performs, or assists in the performance of a function or activity that involves the use or disclosure of “Protected Health Information” under 45 CFR 160.103.

e. Protected Health Information (PHI) means individually identifiable information including but not limited to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined under 45 CFR 164.501 and any amendments thereto, received or sent on behalf of the Department.

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

1. Permitted Uses and Disclosures. CONTRACTOR will not use or disclose PHI except as provided in this Contract or as otherwise required under HIPAA regulations or other applicable law.

2. Safeguards. CONTRACTOR will implement sufficient safeguards, and comply with Subpart C of 45 CFR Part 164 pertaining to electronic PHI to prevent the use or disclosure of PHI other than as provided for under this Contract. Safeguards will be implemented for all paper and electronic PHI created, received, maintained, or transmitted on behalf of ODM.

3. Reporting of Disclosures. CONTRACTOR agrees to promptly report to ODM any inappropriate use or disclosure of PHI that is not in accordance with this Contract or applicable law, including breaches of unsecured protected health information, as required at 45 CFR 164.410, and any security incident CONTRACTOR has knowledge of or reasonably should have knowledge of under the circumstances.

Further, CONTRACTOR must report to ODM the following:

Any use or disclosure of PHI which is not in compliance with the terms of this Agreement or applicable law of which it becomes aware; and

Any security incident of which it becomes aware. For purposes of this Agreement, “security incident” means the unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

As soon as is practical following discovery of a reportable security incident, CONTRACTOR must notify ODM of the existence and nature of the incident as understood at that time. CONTRACTOR must immediately investigate the incident and within 24 hours of discovery must provide ODM, in writing, a report describing the status and any results of CONTRACTOR’s investigation.

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

4. Mitigation Procedures. CONTRACTOR agrees to coordinate with ODM to determine specific actions that will be required of the Business Associates for mitigation, to the extent practical, of the breach. These actions will include notification to the appropriate individuals, entities, or other authorities. Notification or communication to any media outlet must be approved, in writing, by ODM prior to any such communication being released. CONTRACTOR will report all of its mitigation activity to ODM and must preserve all relevant records and evidence.

5. Incidental Costs. CONTRACTOR must bear the sole expense of all costs to mitigate any harmful effect of any breaches or security incidents of which CONTRACTOR has knowledge which are directly caused by the use or disclosure of protected health information by CONTRACTOR in violation of the terms of this Contract. These costs will include, but are not limited to, the cost of investigation, remediation and assistance to the affected individuals, entities, or other authorities.

6. Agents and Subcontractors. CONTRACTOR, in compliance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) as applicable, will ensure that all its agents and subcontractors that create, receive, maintain, or transmit PHI from or on behalf of CONTRACTOR and/or ODM agree to have, in a written agreement, the same restrictions, conditions, and requirements that apply to CONTRACTOR with respect to the use or disclosure of PHI.

7. Accessibility of Information. CONTRACTOR will make available to ODM such information as ODM may require to fulfill its obligations to provide access to, provide a copy of any information or documents with respect to PHI pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 CFR 164.524 and 164.528 and any amendments thereto.

8. Amendment of Information. CONTRACTOR must make any amendment(s) to PHI as directed by, or agreed to by, ODM pursuant to 45 CFR 164.526, or take other steps as necessary to satisfy ODM's obligations under 45 CFR 164.526. In the event that CONTRACTOR receives a request for amendment directly from an individual, agent, or subcontractor, CONTRACTOR will notify ODM prior to making any such amendment(s). CONTRACTOR's authority to amend information is explicitly limited to information created by CONTRACTOR.

9. Accounting for Disclosure. CONTRACTOR must maintain and make available to ODM or individuals requesting the information, as appropriate, records of all disclosures of PHI in a Designated Record Set as necessary to satisfy ODM's obligations under 45 CFR 164.528. For every disclosure the record will include, at a minimum, the name of the individual who is the subject of the disclosure, the date of the disclosure, reason for the disclosure if any, and the name and address of the recipient to which the protected health information was disclosed.

Obligations of Department. When CONTRACTOR is to carry out an obligation of ODM under Subpart E of 45 CFR 164, CONTRACTOR agrees to comply with all applicable requirements of Subpart E that would apply to ODM in the performance of such obligation.

Access to Books and Records. CONTRACTOR must make available to ODM and to the Secretary of the U.S. Department of Health and Human Services any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from ODM, or created or received on behalf of ODM. Such access is for the purposes of determining compliance with the HIPAA Rules.

12. Material Breach. In the event of material breach of CONTRACTOR's obligations under this Article, ODM may immediately terminate this Contract as set forth in Attachment Four of the RFP. Termination of this Contract will not affect any provision of this Contract, which, by its wording or its nature, is intended to remain effective and to continue to operate after termination.

13. Return or Destruction of Information. Upon termination of this Contract and at the request of ODM, CONTRACTOR will return to ODM or destroy all PHI in CONTRACTOR's possession stemming from this Contract as soon as possible but no later than 90 days, and will not keep copies of the PHI except as may be requested by ODM or required by law, or as otherwise allowed for under this Contract. If CONTRACTOR, its agent(s), or subcontractor(s) destroy any PHI, then CONTRACTOR will provide to ODM documentation evidencing such destruction. Any PHI retained by CONTRACTOR will continue to be extended the same protections set forth in this Section, HIPAA regulations and this Contract for as long as it is maintained.

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

ARTICLE IX. CONTRACTOR CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

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

A. If at any time, CONTRACTOR is not in compliance with the conditions affirmed in this Section, ODM will consider this Contract *void ab initio* and will deliver written notice to CONTRACTOR. Any funds the State of Ohio paid CONTRACTOR for work performed before CONTRACTOR received notice that the Contract is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.

1. Debarment Requirements. CONTRACTOR affirms that neither CONTRACTOR nor any of its principals or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any governmental agency.

CONTRACTOR also affirms that within three years preceding this Contract neither CONTRACTOR nor any of its principals:

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

Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.

2. Qualifications to Conduct Business. CONTRACTOR affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Contract period CONTRACTOR, for any reason, becomes disqualified from conducting business in the State of Ohio, CONTRACTOR will immediately notify ODM in writing and will immediately cease performance of all Deliverables.

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

B. If at any time CONTRACTOR is not in compliance with the conditions affirmed in this Section, ODM may immediately suspend or terminate this Contract and will deliver written notice to CONTRACTOR. CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE IV, only for work performed during the time CONTRACTOR was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.

1. Fair Labor Standards and Employment Practices. CONTRACTOR certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.

2. Civil Rights Laws.

a. CONTRACTOR, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all federal civil rights laws including:

-
- (1) Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352);
 - (2) Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et seq.);
 - (3) The Americans with Disabilities Act of 1990 (42 USC 12101, et seq.) and Section 504 of the Rehabilitation Act of 1973; and
 - (4) The Age Discrimination Act of 1975 (42 USC 6101, et seq.).

b. In carrying out this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.

c. CONTRACTOR agrees that it will not participate in, condone or tolerate any form of sexual harassment against any employee, subcontractor, or other person or entity with which it is associated in performance of this Agreement, which is considered a form of sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, the Ohio Revised Code 4112.02, Ohio Administrative Code 123:1-49, the Anti-Discrimination Policy in State Government Executive Order 2019-05D, or state agency policy.

d. CONTRACTOR agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.

e. CONTRACTOR will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.

3. Ethics and Conflicts of Interest Laws.

a. CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.

b. CONTRACTOR certifies, by executing this Contract, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.

c. CONTRACTOR agrees to refrain from promising or giving to any ODM employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. CONTRACTOR further agrees that it will not solicit any ODM employee to violate ORC 102.03, 2921.42, or 2921.43.

d. CONTRACTOR agrees that CONTRACTOR, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of CONTRACTOR's functions and responsibilities under this Contract. If CONTRACTOR, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, CONTRACTOR agrees it will immediately disclose the interest in writing to the ODM Chief Legal Counsel at 50 West Town Street, Columbus, Ohio 43215-3414. CONTRACTOR further agrees that the person with the conflicting interest will not participate in any Deliverables until ODM determines that participation would not be contrary to public interest.

4. Lobbying Restrictions.

a. CONTRACTOR affirms that no federal funds paid to CONTRACTOR by ODM through this Contract or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. CONTRACTOR further affirms compliance with all federal lobbying restrictions, including 31 USC 1352. If this Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), CONTRACTOR affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.

b. CONTRACTOR certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

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

5. Child Support Enforcement. CONTRACTOR agrees to cooperate with ODM and any child support enforcement agency in ensuring that CONTRACTOR and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.

6. Pro-Child Act. If any Deliverables call for services to minors, CONTRACTOR agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an

entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.

7. 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.

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

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

Utilized a competitive process to which only Ohio certified MBEs may have responded;

Established criteria by which prospective Ohio MBEs would be evaluated including business ability and specific experience related to the Work requirements; and

Required that the Ohio certified MBE maintain a valid certification throughout the term of this Contract, including any renewals.

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

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

Remedies. CONTRACTOR may apply in writing to ODM for a waiver or modification of its proposed MBE set-aside cost percentage. However, no modification or waiver request may be submitted before at least 30% of the Deliverables are completed or after 80% of the Deliverables are completed. CONTRACTOR must submit evidence acceptable to ODM demonstrating that CONTRACTOR made a good faith effort to seek Ohio certified MBE subcontractors in order to justify the granting of a waiver or modification. ODM will determine whether CONTRACTOR's good faith efforts and submitted documentation justify the granting of a waiver or modification and will notify CONTRACTOR of such within a reasonable amount of time. If a waiver or modification is denied, CONTRACTOR will have an opportunity to attain the percentage before the completion of the Deliverables. Compliance with any modified cost set-aside percentage is a term of this Contract and failure to attain the percentage may result in CONTRACTOR being found in breach of contract.

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

9. Combatting Trafficking in Persons.

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

CONTRACTOR, its employees, its subcontractors, or subcontractor’s employees are prohibited from the following activities:

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

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

Using forced labor in the performance of the Contract.

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

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

10. Clean Air Act. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401, et seq.) and the Federal Water Pollution Control Act as amended (33 USC 1251, et seq.). Violations must be reported to the Regional Office of the United States Environmental Protection Agency (US EPA) and ODM.

11. Energy Policy and Conservation Act. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act in accordance with 42 USC 6201. Violations must be reported to the Regional Office of the US EPA and ODM.

12. Solid Waste Disposal. CONTRACTOR agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the US EPA at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired by the preceding federal fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the US EPA guidelines.

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

14. Certification of Compliance. CONTRACTOR certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

ARTICLE X. MISCELLANEOUS PROVISIONS

A. Independent Contractor. CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between ODM and CONTRACTOR. CONTRACTOR further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Contract. CONTRACTOR agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law. CONTRACTOR acknowledges and agrees any individual providing personal services under this Contract is not a public employee for the purposes of Chapter 145 of the Revised Code. Pursuant to ORC 145.038, ODM is required to provide individuals and business entities with fewer than five employees the Independent Contractor Acknowledgment (Form PEDACKN, Attachment A). This form requires CONTRACTOR to acknowledge that ODM has notified CONTRACTOR that he or she has not been classified as a public employee and no contributions to the Ohio Public Employees Retirement System will be made on his or her behalf for these services. If CONTRACTOR is a business entity with fewer than five employees, please have each employee complete the PEDACKN form, the first two pages of Attachment A. If CONTRACTOR is not an individual or a business entity with fewer than five employees, please complete page 3 of Attachment A.

B. Subcontracting. All subcontracts will be at the sole expense of CONTRACTOR and CONTRACTOR will be solely responsible for payments of its subcontractors. CONTRACTOR assumes responsibility for all subcontracting and third-party work performed under this Contract. In addition, all

subcontractors agree to be bound by of the terms and conditions of this Contract. CONTRACTOR will be the sole point of contact with regard to all contractual matters.

C. Liens. CONTRACTOR will not permit any lien or claim to be filed or prosecuted against ODM or the State of Ohio because of any labor, services, or materials furnished. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to CONTRACTOR in connection with this Contract, ODM or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to CONTRACTOR under this Contract.

D. Counterpart. This Contract may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same contract.

ARTICLE XI. CONSTRUCTION

This Contract will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Contract be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Contract will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Contract impossible.

Signature Page Follows:

Remainder of page intentionally left blank

6.6 Attachment Six: Offeror Certification Form

Please include the Offeror’s response to Attachment Six in Template C – Offeror Profile.

OFFEROR CERTIFICATION FORM

Note: Offeror must provide a response to each of the numbered items in the Offeror Certification Form.

1. The Offeror is not currently subject to an “unresolved” finding for recovery under ORC § 9.24, and the Offeror will notify the Procurement Representative any time it becomes subject to such a finding before the award of a Contract arising out of this RFP.
2. The Offeror certifies that it will not and will not allow others to perform work for ODM of Ohio outside the geographic limitations contained in Attachment Two or take data that belongs to the State of Ohio outside the geographic limitations contained in Attachment Two without express written authorization from ODM.
3. The Offeror certifies that its responses to the following statements are true and accurate. The Offeror’s answers apply to the last seven years. Please indicate yes or no in each column.

Yes/No	Description
	The Offeror has had a contract terminated for default or cause.
	The Offeror has been assessed any penalties or liquidated damages that, when combined, were in excess of \$10,000.00 under any of its existing or past contracts with any organization (including any governmental entity). If the answer is yes, please provide date(s) and explanation(s)
	The Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity. If the answer is yes, please provide date(s) and explanation(s)
	Trading in the stock of the company has ever been suspended. If the answer is yes, please provide date(s) and explanation(s)
	The Offeror, any officer of the Offeror, or any owner of a 20% interest or greater in the Offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding. If the answer is yes, please provide date(s) and explanation(s)
	The Offeror, any officer of the Offeror, or any owner with a 20% interest or greater in the Offeror has been convicted of a felony or is currently under indictment on any felony charge. If the answer is yes, please provide date(s) and explanation(s)

If the answer to any item above is affirmative, the Offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an Offeror from consideration, at the sole discretion of ODM, such an answer and a review of the background details may result in a rejection of the Proposal. ODM will make this decision based on its determination of the seriousness of the matter, the matter’s possible impact on the Offeror’s performance under the Contract, and the best interest of ODM.

- 4. The Offeror certifies that neither it nor any of its people that may work on or benefit from the Contract through the Offeror has a possible conflict of interest (e.g., employed by the State of Ohio, etc.) other than the conflicts identified immediately below:

Potential Conflicts (by person or entity affected)

(Attach an additional sheet if more space is need.)

ODM may reject a Proposal in which an actual or apparent conflict is disclosed. ODM may cancel or terminate the Contract for cause if it discovers any actual or apparent conflict of interest that the Offeror did not disclose in its Proposal.

- 5. The Offeror certifies that all its and its subcontractors’ personnel provided for the Work will have a valid I-9 form on file with the Offeror or subcontractor, as appropriate, and will have presented valid employment authorization documents, if they are not United States citizens.
- 6. The Offeror certifies that its regular, fulltime employees will perform at least 30% of the Work.
- 7. The following is a complete list of all subcontractors, if any, that the Offeror will use on the Work, if ODM selects the Offeror to do the Work:

_____	_____
_____	_____
_____	_____

The Offeror certifies that it has obtained and submitted a subcontractor letter, as required by Attachment Three, for each subcontractor it plans to use to do the Work.

- 8. The Offeror certifies that that any MBE program participants will provide necessary data to ensure program reporting and compliance.
- 9. If the Offeror qualifies as a Veterans Friendly Business Enterprise as defined by ORC § 9.318 and OAC § 123:5-1-01 (KK), the Offeror certifies that it is a Veterans Friendly Business Enterprise.

Provide the following information for a contact person who has authority to answer questions regarding the Offeror’s Proposal:

Name:	
Title:	
Mailing Address:	
Office Phone Number:	
Cell Phone Number:	
Fax Number:	
Email Address:	

Signature

Name

Title

Company Name

Company D-U-N-S Number

6.7 Attachment Seven: Offeror Profile

The Offeror's profile is to be completed using *Template C* of this RFP. The profile includes the organization overview, corporate background, subcontractor information, experience providing services requested through this RFP, and associated details. This involves information pertaining to the mandatory requirements as well.

All Offerors must demonstrate experience to meet each of the applicable mandatory requirement(s) evaluation criteria by including the required information regarding their experience using the Offeror profile forms available in *Template C*. Each Offeror must meet the applicable mandatory requirement(s) in the RFP. If an Offeror does not meet the applicable mandatory requirement(s), ODM may reject the Offeror's Proposal as non-responsive.

Please provide the information requested in *Template C – Offeror Profile*.

6.8 Attachment Nine: Cost Proposal

Attachment Nine is included as a Response Template for the *Single Pharmacy Benefit Manager RFP*.

The *Cost Proposal Workbook* is to be submitted in *Template F – Cost Proposal Workbook*, separately sealed, in Excel format (not PDF).

See the *Template F – Cost Proposal Workbook* for additional instructions.

6.9 Attachment Ten: Moral Objection Disclosure Form

Please include the Offeror's response to Attachment Ten in *Template D – Administrative Forms*

MORAL OBJECTION DISCLOSURE FORM

Purpose: Offeror is required per Code of Federal Regulations (CFR) 42 CFR §438.102 to disclose if it elects not to provide, reimburse, or cover any services or referral service due to an objection to the service on moral or religious grounds. ODM reserves the right to reject your Proposal if you fail to provide this information fully, accurately, and by the deadline set by ODM. Failure to provide such required Offeror information will result in a waiver of the provisions provided in 42 CFR §438.102.

Instructions: The Offeror must provide the information below regarding the Offeror's official name and address, and all moral objections or include a statement that there are none. The Offeror may provide the required disclosure information either via this form or by official statement on the Offeror's letterhead. Either the completed form or official letter must be included in the administrative forms with their Proposal. It is mandatory that disclosures be provided with an original notarized signature (in blue ink, please) from a person with authority to represent the Offeror.

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

1. Offeror Name: (legal name of Offeror to whom Contract/purchase payments will be made):

2. Offeror Corporate Address:

3. Print or type the following information for the Offeror's representative/contact person authorized to answer questions on the Proposal/bid:

Offeror's Representative Name and Title:

Offeror's Representative Phone # and Email Address:

4. Does the Offeror elect not to provide, reimburse, or cover any services or referral service due to an objection to the service on moral or religious grounds Yes ___ No ___? If yes, disclose your objections below.

5. Moral Objection #1

Moral Objection #2

Moral Objection #3

Please use additional pages if needed.

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

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

(Authorized Signature)

(Name of Company/Position)

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

Notary Public for State of _____

My Commission Expires: _____

7. APPENDIX A – ACRONYM LIST

Table 7 – Acronym List

Acronym	Description
2FA	2-Factor Authentication
ABQAURP	American Board of Quality Assurance and Utilization Review Providers
ACA	Affordable Care Act
ACD	Automatic Call Distributor
ACH	Automated Clearing House
AD	Active Directory
ADA	Americans with Disabilities Act
AES	Advanced Encryption Standard
AGO	Ohio Attorney General
AHS	Automated Health Systems
AICPA	American Institute of Certified Public Accountants
AIX	Advanced Interactive eExecutive
AMA	American Medical Association
AMCP	Academy of Managed Care Pharmacy
ANSI	American National Standards Institute
API	Application Programming Interface
ARRA	American Recovery and Reinvestment Act of 2009
ASL	American Sign Language
ASQ	American Society for Quality
ATAG	Authoring Tool Accessibility Guidelines
BAA	Business Associate Agreement
BC	Business Continuity
BCMh	Bureau for Children with Medical Handicaps
BCP	Business Continuity Plan
BI	Business Intelligence
BIA	Business Impact Analysis
BIN	Bank Identification Number

Acronym	Description
BPM	Business Process Management
BPMN	Business Process Model and Notation
BRD	Business Requirements Document
BSH	Bureau of State Hearings
BYOT	Bring Your Own Tool
CAP	Corrective Action Plan
CAQH	Council for Affordable Quality Healthcare
CCR	Consumer Contact Record
CDJFS	County Department of Job and Family Services
CEO	Chief Executive Officer
CFE	Certified Fraud Examination
CFR	Code of Federal Regulations
CGL	Commercial General Liability
CHCQM	Certified in Health Care Quality and Management
CHIP	Children's Health Insurance Program
CIO	Chief Information Officer
CJI	Criminal Justice Information
CJIS	Criminal Justice Information Services
CLAS	Culturally and Linguistically Appropriate Services
CMDB	Configuration Management Database
CMS	Centers for Medicare and Medicaid Services
COB	Coordination of Benefits
CORE	Committee on Operating Rules for Information Exchange
COTS	Commercial off-the-Shelf
CPA	Certified Public Accountant
CPC	Comprehensive Primary Care
CPHQ	Certified Professional in Healthcare Quality
CPI	Cost Performance Index
CPT	Current Procedural Terminology
CPU	Central Processing Unit

Acronym	Description
CQIA	Certified Quality Improvement Associate
CRM	Customer Relationship Management
CSC	Customer Service Center
CSF	Common Security Framework
CSP	Coordinated Services Program
DAM	Digital Asset Management
DAS	Department of Administrative Services
DB2	Database 2
DBA	Doing Business As
DDE	Direct Data Entry
DDI	Design, Development, and Implementation
DDV	Dynamic Data Visualization
DEA	Drug Enforcement Administration
DED	Deliverable Expectation Document
DESI	Drug Efficacy Study Implementation
DLM	Disk Library for Mainframe
DMP	Data Management Plan
DMS	Document Management Solution
DODD	Ohio Department of Developmental Disabilities
DR	Disaster Recovery
DRA	Drug Regulatory Affairs
DRaaS	Disaster Recovery as a Service
DRP	Disaster Recovery Plan
DUR	Drug Utilization Review
EDGE	Encouraging, Diversity, Growth, and Equity
EDI	Electronic Data Interchange
EDMS	Electronic Document Management System
EDW	Enterprise Data Warehouse
EFT	Electronic Funds Transfer
EFTA	Electronic Fund Transfer Act

Acronym	Description
EGS	Enterprise Geocoding Services
EHR	Electronic Health Record
ELM	Enterprise Learning Management
EOB	Explanation of Benefits
EOD	Equal Opportunity Division
ePA	Electronic Prior Authorization
ePHI	Electronic Protected Health Information
EPSDT	Early and Periodic Screening, Diagnostic, and Treatment
EQRO	External Quality Review Organization
ERA	Electronic Remittance Advice
ERP	Enterprise Resource Planning
ESB	Enterprise Service Bus
ESRI	Environmental Systems Research Institute
ETL	Extract, Transform, Load
FAQ	Frequently Asked Questions
FBI	Federal Bureau of Investigation
FDR	First Tier, Downstream, and Related entities
FedRAMP	Federal Risk and Authorization Management Program
FFS	Fee-For-Service
FIPPS	Fair Information Practice Principles
FIPS	Federal Information Processing Standard
FISMA	Federal Information Security Management Act
FTI	Federal Tax Information
FTP	File Transfer Protocol
FWA	Fraud, Waste, and Abuse
GAAP	Generally Accepted Accounting Principles
GIS	Geographic Information Systems
GSN	Generic Sequence Number
HCBS	Home and Community Based Services
HCM	Human Capital Management

Acronym	Description
HCPCS	Healthcare Common Procedure Coding System
HHS	U.S. Department of Health & Human Services
HICL	Hierarchical Ingredient Code List
HIE	Health Information Exchange
HIPAA	Health Insurance Portability and Accountability Act
HITRUST	Health Information Trust Alliance
HIX	Health Insurance Exchange
HL7	Health Level Seven
HMS	Health Management Systems
HRSA	Health Resources and Services Administration
HTTP	Hypertext Transfer Protocol
HTTPS	Hypertext Transfer Protocol Secure
IaaS	Infrastructure as a Service
IBM	International Business Machines
ICD	International Classification of Diseases
IDA	Interval Deliverable Agreement
IdAM	Identity and Access Management
IHI	Institute for Healthcare Improvement
IIS	Internet Information Server
IOP	InnovateOhio Platform
IP	Internet Protocol
IPDS	Integrated Predictive Dialer System
IPP	Internal Policy and Procedure
IRS	Internal Revenue Service
ISO	International Organization for Standardization
IT	Information Technology
ITIL	Information Technology Infrastructure Library
ITOM	IT Operations Management
IV&V	Independent Verification and Validation
IVR	Interactive Voice Response

Acronym	Description
JAD	Joint Application Development
JAR	Joint Application Requirements
JES	Job Entry Subsystem
KDD	Knowledge Discovery in Databases
KPI	Key Performance Indicator
LAN	Local Area Network
LDAP	Lightweight Directory Access Protocol
LEP	Limited English Proficiency
LPAR	Logical Partition
LRP	Limited Reading Proficiency
LTC	Long Term Care
LTSS	Long-Term Service and Support
M&O	Maintenance and Operations
MAC	Maximum Allowable Cost
MAR	Minimum Acceptable Risk
MARS-E	Minimum Acceptable Risk Standards for Exchanges
MBA	Master of Business Administration
MBE	Minority Business Enterprise
MC	Managed Care
MCO	Managed Care Organization
MCOP	MyCare Ohio Plans
MDM	Master Data Management
MDRP	Medicaid Drug Rebate Program
MECL	Medicaid Enterprise Certification Life Cycle
MED	Morphine Equivalent Dosing
MES	Medicaid Enterprise Solution
MFCU	Medicaid Fraud Control Unit
MFT	Managed File Transfer
MHA	Master of Health Administration
MHPAEA	Mental Health Parity and Addiction Equity Act

Acronym	Description
MIME	Multi-Purpose Internet Mail Extension
MIPS	Millions of Instructions per Second
MITA	Medicaid Information Technology Architecture
MITS	Medicaid Information Technology System
MMIS	Medicaid Management Information System
MPA	Master of Public Administration
MPR	Medication Possession Ratio
MSMQ	Microsoft Message Queuing
MSP	Medicaid School Program
NADAC	National Average Drug Acquisition Cost
NAICS	North American Industry Classification Systems
NCPDP	National Council for Prescription Drug Programs
NDC	National Drug Code
NGTS	Next Generation Telephony Service
NIST	National Institute of Standards and Technology
NOA	Notice of Action
NPI	National Provider Identifier
NUBC	National Uniform Billing Committee
NUCC	National Uniform Claim Committee
OAC	Ohio Administrative Code
OAKS	Ohio Administrative Knowledge System
OBC	Outcomes Based Certification
OBG	Ohio Business Gateway
OBM	Ohio Office of Budget and Management
OBRA	Omnibus Budget Reconciliation Act
OCC	Other Coverage Code
OCM	Organizational Change Management
ODA	Ohio Department of Aging
ODH	Ohio Department of Health
ODJFS	Ohio Department of Job and Family Services

Acronym	Description
ODM	Ohio Department of Medicaid
OFAC	Office of Foreign Asset Control
OhioMHAS	Ohio Mental Health and Addiction Services
OIT	Office of Information Technology
OME	Ohio Medicaid Enterprise
OMES	Ohio Medicaid Enterprise System
OOD	Opportunities for Ohioans with Disabilities
OPI	Offices of Program Integrity
ORC	Ohio Revised Code
ORP	Operational Readiness Plan
ORR	Operational Readiness Review
ORT	Operational Readiness Tests
OS	Operating System
P&T	Pharmacy and Therapeutics
PA	Prior Authorization
PaaS	Platform as a Service
PACDR	Post-Adjudicated Claims Data Reporting
PAHP	Prepaid Ambulatory Health Plan
PBM	Pharmacy Benefits Manager
PC	Personal Computer
PCI DSS	Payment Card Industry Data Security Standard
PCN	Processor Control Number
PCP	Primary Care Provider
PDF	Portable Document Format
PDL	Preferred Drug List
PDSA	Plan-Do-Study-Act Cycle
PHI	Protected Health Information
PIHP	Prepaid Inpatient Health Plan
PII	Personally Identifiable Information
PIP	Performance Improvement Plan

Acronym	Description
PKI	Public Key Infrastructure
PM	Project Manager
PMBOK	Project Management Body of Knowledge
PMI	Project Management Institute
PMO	Project Management Office
PMP	Project Management Professional
POS	Point of Sale
PPS	Professional Pharmacy Services
PQA	Project Quality Assurance
ProDUR	Prospective Drug Utilization Review
PRT	Proposal Review Team
QA	Quality Assurance
QAPI	Quality Assessment and Performance Improvement
QFPP	Qualified Family Planning Provider
QI	Quality Improvement
RAM	Random Access Memory
RCA	Root Cause Analysis
RESTful	Representational State Transfer
RFP	Request for Proposal
RHC	Rural Health Clinic
RHIA	Registered Health Information Administrator
RPO	Recovery Point Objective
RTM	Requirements Traceability Matrix
RTO	Recovery Time Objective
S/MIME	Secure Multipurpose Internet Mail Extensions
SaaS	Software as a Service
SAN	Storage Area Network
SAP	Systems, Applications, and Products
SCCM	System Center Configuration Management
SDLC	System Development Life Cycle

Acronym	Description
SFTP	Secure File Transfer Protocol
SI	Systems Integrator
SIP	Session Initiation Protocol
SIT	System Integration Testing
SIU	Special Investigations Unit
SLA	Service Level Agreement
SMAC	State Maximum Allowable Cost
SME	Subject Matter Expert
SMS	Short Message Service
SNIP	Strategic National Implementation Process
SOA	Service Oriented Architecture
SOAP	Simple Object Access Protocol
SOC	Service Organization Controls
SOCC	State of Ohio Computer Center
SPBM	Single Pharmacy Benefits Manager
SPI	Schedule Performance Index
SQL	Structured Query Language
SRS	System Requirements Specifications
SSAE	Statement on Standards for Attestation Engagements
SSI	State Sensitive Information
SSL	Secure Socket Layer
SSN	Social Security Number
SSO	Single Sign-On
SURS	Surveillance and Utilization Review System
TB	Terabyte
TCS	Transactions and Code Sets
TLS	Transport Layer Security
TPA	Third Party Administrator
TPL	Third Party Liability
TPP	Third Party Payer

Acronym	Description
TTY	Text Telephone Yoke
UAT	User Acceptance Testing
UCC	Usual and Customary Charge
UCF	Universal Claim Form
UI	User Interface
UML	Unified Modeling Language
UPDL	Unified Preferred Drug List
URL	Uniform Resource Locator
USC	United States Code
VFBE	Veteran-Friendly Business Enterprise
VBP	Value-Based Pricing
VoIP	Voice over Internet Protocol
VPN	Virtual Private Network
W3C	Worldwide Web Consortium
WAN	Wide Area Network
WBS	Work Breakdown Structure
WCAG 2.0	Web Content Accessibility Guidelines 2.0 (Level AA)
WCM	Web Content Management
WEDI	Workgroup for Electronic Data Interchange
WHO	World Health Organization
WSDL	Web Services Description Language
WYSIWYG	What You See is What You Get
XML	Extensible Markup Language

8. APPENDIX B – GLOSSARY OF TERMS

Table 8 – Glossary of Terms

Term	Definition
2-Factor Authentication (2FA)	Sometimes referred to as two-step verification or dual factor authentication, is a security process in which the user provides two different authentication factors to verify themselves to better protect both the user's credentials and the resources the user can access.
340B Drug Pricing Program	The 340B Drug Pricing Program is a US federal government program in which drug manufacturers participating in Medicaid agree to provide outpatient drugs to covered entities at a significantly reduced price. Eligible covered entities are defined in statute and must be verified prior to purchasing from within the program.
Academy of Managed Care Pharmacy (AMCP)	The Academy of Managed Care Pharmacy is the national professional society dedicated to the concept and practice of pharmaceutical care in managed health care environments. AMCP's mission is to improve patient health by ensuring access to high-quality, cost-effective medications and other therapies.
Active Directory (AD)	A directory service that Microsoft developed for Windows domain networks. It is included in most Windows Server operating systems as a set of processes and services.
Advanced Encryption Standard (AES)	The NIST's replacement for the Data Encryption Standard (original name Rijndael /rayn-dahl/ symmetric block cipher), designed by Joan Daemen and Vincent Rijmen, was chosen by a NIST contest to be AES. AES is Federal Information Processing Standard (FIPS-197). AES currently supports 128, 192 and 256-bit keys, and encryption blocks, but may be extended in multiples of 32 bits.
Advanced Interactive eXecutive (AIX)	IBM's version of Unix. Taken as the basis for the open software foundation standard.
Affordable Care Act (ACA)	Health reform legislation passed by Congress and signed into law in 2010. This legislation includes a long list of health-related provisions that began taking effect in 2010. Key provisions are intended to extend coverage to millions of uninsured Americans, to implement measures that will lower health care costs and improve system efficiency, and to eliminate industry practices that include rescission and denial of coverage due to pre-existing conditions.
Agreement Manager	Agreement Manager means an individual designated by a party. The Agreement Manager of a party may be changed at any time by written notice to the other party. Also referred to as Project Representative.

Term	Definition
American Board of Quality Assurance and Utilization Review Physicians (ABQAURP)	Established in 1977, the American Board of Quality Assurance and Utilization Review Physicians (ABQAURP) is a professional association of interdisciplinary health care professionals. Through its ultimate goal to improve the quality of health care, ABQAURP is dedicated to providing health care education and certification for physicians, nurses, and other health care professionals.
American Institute of Certified Public Accountants (AICPA)	Founded in 1887 and represents certified public accountants with regards to the profession's rule-making and standard-setting. The organization serves as an advocate before legislative bodies, public interest groups and other professional organizations, provides educational guidance materials to its members, and monitors and enforces member compliance with certified public accountants' technical and ethical standards.
American Medical Association (AMA)	The AMA is a professional organization for physicians and the secretariat of the NUCC, which has a formal consultative role under HIPAA. The AMA also maintains the current procedural terminology medical code set.
American Recovery and Reinvestment Act of 2009 (ARRA)	The American Recovery and Reinvestment Act of 2009 (ARRA) nicknamed the Recovery Act, was a stimulus package enacted by the 111th U.S. Congress and signed into law by the President in February 2009.
American Sign Language (ASL)	The American Sign Language (ASL) is a natural language that serves as the predominant sign language of Deaf communities in the United States and most of Anglophone Canada. Besides North America, dialects of ASL and ASL-based creoles are used in many countries around the world, including much of West Africa and parts of Southeast Asia. ASL is also widely learned as a second language, serving as a lingua franca.
American Society for Quality (ASQ)	The American Society for Quality, formerly the American Society for Quality Control, is a knowledge-based global community of quality professionals, with nearly 80,000 members dedicated to promoting and advancing quality tools, principles, and practices in their workplaces and communities.
Americans with Disabilities Act (ADA)	One of America's most comprehensive pieces of civil rights legislation that prohibits discrimination and guarantees that people with disabilities have the same opportunities as everyone else to participate in the mainstream of American life.
Application Programming Interface (API)	A set of sub-routine definitions, communication protocols, and tools for building software.
Authoring Tool Accessibility Guidelines (ATAG)	Authoring tools are software and services that authors (e.g., Web developers, designers, writers) use to produce web content (e.g., static web pages, dynamic web applications). The guidelines explain how to make the authoring tools accessible, so that people with disabilities can create web content, and help authors create more accessible web content.
Authorized Users	A user authorized, by State designation or by State-defined role, to access the OMES (e.g., State staff, Sister State Agency staff, Contractors, providers, individuals, and authorized representatives of individuals).

Term	Definition
Automated Clearing House (ACH)	ACH is an electronic network for financial transactions in the United States. ACH processes large volumes of credit and debit transactions in batches. ACH credit transfers include direct deposit, payroll, and vendor payments. ACH direct debit transfers include consumer payments on insurance premiums, mortgage loans, and other kinds of bills. Debit transfers also include new applications such as the point-of-purchase check conversion pilot program sponsored by National Automated Clearing House Association (NACHA). Both the government and the commercial sectors use ACH payments. Businesses increasingly use ACH online to have customers pay, rather than via credit or debit cards.
Automated Health Systems (AHS)	Automated Health Systems is a national health services management company, administering large scale public health programs for state and local government. They have a systems approach to helping government, community and private entities orchestrate the delivery of cost effective, quality healthcare.
Automatic Call Distributor (ACD)	A device or system that distributes incoming calls to a specific group of terminals or agents based on the customer's selection, customer's telephone number, selected incoming line to the system, or time of day the call was processed. It is often part of a computer telephony integration system.
Bank Identification Number (BIN)	A bank identification number (BIN) is a six-digit number that is used for routing transactional real-time data, originated by the banking industry. Electronic pharmacy claims use the same technology and routing data.
Bring Your Own Technology (BYOT)	Bring your own technology is a developing phenomenon in enterprise IT in which a company's executives and employees choose, and often buy, their own computer devices.
Bureau for Children with Medical Handicaps (BCMh)	Bureau for Children with Medical Handicaps (BCMh) is a program administered by the Ohio Department of Health that links families of children with special health care needs to a network of quality providers helping families pay for the medical services children need.
Bureau of State Hearings (BSH)	ODJFS Bureau of State Hearings is to assure that hearings in appealed cases are conducted fairly, objectively, promptly, efficiently, and result in quality and timely decisions.
Business Associate Agreement (BAA)	A HIPAA business associate agreement is a Contract between a HIPAA-covered entity and a vendor used by that covered entity. A HIPAA-covered entity is typically a healthcare provider, health plan, or healthcare clearinghouse that conducts transactions electronically. A vendor of a HIPAA covered entity that needs to be provided with protected health information (PHI) to perform duties on behalf of the covered entity is called a business associate (BA) under HIPAA.

Term	Definition
Business Continuity (BC)	Business Continuity is the planning and preparation of an organization to make sure it overcomes serious incidents or disasters and resumes its normal operations within a reasonably short period.
Business Continuity Plan (BCP)	A BCP, also called Business Continuity and Resiliency Planning, is a roadmap for continuing operations under adverse conditions, such as a storm or a crime. In the US, governmental entities refer to the process as continuity of operations planning.
Business Impact Analysis (BIA)	BIA is a systematic process to determine and evaluate the potential effects of an interruption to critical business operations as a result of a disaster, accident, or emergency.
Business Intelligence (BI)	Business Intelligence is any information that pertains to the history, current status, or future projections of an organization. Business intelligence comprises the strategies and technologies used by enterprises for the data analysis of business information. BI technologies provide historical, current, and predictive views of business operations.
Business Process Management (BPM)	Business process management is a discipline in operations management in which people use various methods to discover, model, analyze, measure, improve, optimize, and automate business processes. Any combination of methods used to manage a company's business processes is BPM. A field in operations management that focuses on improving corporate performance by managing and optimizing a company's business processes.
Business Process Model and Notation (BPMN)	A standard Business Process Model and Notation (BPMN) will provide businesses with the capability of understanding their internal business procedures in a graphical notation and will give organizations the ability to communicate these procedures in a standard manner.
Business Requirement Document (BRD)	A Business Requirement Document (BRD) focuses on the business perspective as it holds the details of the business solution for a Project.
Capacity Plan	A Capacity Plan identifies the process for quantifying production capacity levels needed by the Contractor to meet changing demands of its products. In the context of capacity planning, design capacity is the maximum amount of work that an organization is capable of completing in a given period.
CBOSS	CBOSS is the State's payment remittance mechanism ("CBOSS" is the company name, not an acronym).

Term	Definition
Centers for Medicare and Medicaid Services (CMS)	CMS is a federal agency within the US Department of Health and Human Services (HHS) that administers the Medicare program and works in partnership with state governments to administer Medicaid, the State Children's Health Insurance Program (CHIP), and health insurance portability standards. In addition to these programs, CMS has other responsibilities, including the administrative simplification standards from HIPAA, quality standards in LTC facilities (more commonly referred to as nursing homes) through its survey and certification process, and clinical laboratory quality standards under the Clinical Laboratory Improvement Amendments.
Certified Fraud Examiner (CFE)	The Certified Fraud Examiner (CFE) is a credential awarded by the Association of Certified Fraud Examiners (ACFE).
Certified in Health Care Quality and Management (CHCQM)	CHCQM means that a health care professional has successfully passed ABQAURP's Health Care Quality and Management Certification Examination.
Certified Professional on Healthcare Quality (CPHQ)	The goal of the CPHQ is to promote excellence and professionalism by documenting individual performance as measured against a predetermined level of knowledge about quality.
Certified Public Accountant (CPA)	Certified Public Accountant (CPA) is the title of qualified accountants in numerous countries in the English-speaking world.
Certified Quality Improvement Associate (CQIA)	CQIA is a basic knowledge of quality tools and their uses and is involved in quality improvement Projects but does not necessarily come from a traditional quality area.
Change Management Plan	Change Management Plan is a document that defines activities and roles to manage and control change during the execution and control stages of the Project. Change is measured against the Project baseline, which is a detailed description of the Project's scope, budget, schedule, and plans to manage quality, risk, issues, and change. During the execution and control stages, changes may require one or more revised Project baselines to be issued.
Change Order	A change order is work that is added to or deleted from the original scope of work of a contract, however, depending on the magnitude of the change, it may or may not alter the original contract amount and/or completion date.
Chief Executive Officer (CEO)	A Chief Executive Officer (CEO) is the highest-ranking executive in a company, whose primary responsibilities include making major corporate decisions, managing the overall operations and resources of a company, acting as the main point of communication between the board of directors (the board) and corporate operations, and being the public face of the company.
Chief Information Officer (CIO)	Chief Information Officer, Chief Digital Information Officer or Information Technology Director, is a job title commonly given to the most senior executive in an enterprise who works with information technology and computer systems, in order to support enterprise goals.

Term	Definition
Children’s Health Insurance Plan (CHIP)	The Children's Health Insurance Program (CHIP) provides health coverage to eligible children, through both Medicaid and separate CHIP programs.
Code of Federal Regulations (CFR)	CFR is the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by executive departments and agencies of the federal government of the United States. The CFR is published by the Office of the Federal Register, an agency of the National Archives and Records Administration. The CFR is divided into 50 titles that represent broad areas subject to federal regulation.
Commercial General Liability (CGL)	Commercial general liability (CGL) is a type of insurance policy that provides coverage to a business for bodily injury, personal injury, and property damage caused by the business’s operations, products, or injuries that occur on the business’s premises.
Commercial off-the-Shelf (COTS)	COTS is a non-developmental item of supply that is both commercial and sold in substantial quantities in the commercial marketplace, and that can be procured or utilized under government Contract in the same precise form as available to the public.
Common Security Framework (CSF)	CSF is a set of documented policies and procedures that govern the implementation and ongoing management of an organization’s security. This can also refer to the certifiable framework created and maintained by the Health Information Trust Alliance (HITRUST) which serves to harmonize multiple frameworks and standards including HIPAA, PCI, ISO, and NIST.
Communications Management Plan	Communications Management Plan is a document used to bring awareness of the purpose, mission, and functions of a Project or product with leaders and policymakers, the public sector, the private sector, the media, and citizens. A communications plan can help define customers and stakeholder groups, outline key messages, and organize outreach and engagement activities to achieve intended communications objectives.
Comprehensive Primary Care (CPC)	CPC is a patient-centered medical home program, which is a team-based care delivery model led by a primary care practice that comprehensively manages a patient’s health needs.
Configuration Management Database (CMDB)	CMDB is a repository that acts as a data warehouse for information technology installations. It holds data relating to a collection of IT assets (commonly referred to as configuration items), as well as to descriptive relationships between such assets.
Configuration Management Plan	The Configuration Management Plan details the process for identifying, controlling, and managing various released items (such as code, hardware, licensing, and documentation). It establishes who is responsible for configuring a service and preparing it for production deployment.

Term	Definition
Consumer Contact Record (CCR)	CCR is the record containing demographic health-related information provided by an eligible individual, managed care member, or the Ohio Department of Medicaid (ODM) that is used by the Ohio Medicaid consumer hotline to process membership transactions.
Contingency Plan	A Contingency Plan is an outcome other than in the usual (expected) plan. It is often used for risk management when an exceptional risk that, though unlikely, would have catastrophic consequences.
Coordinated Services Program (CSP)	CSP is a health and safety program which protects members who exceed expected use. Members are assigned to and must use designated providers for their health care services, including prescription medication. Individuals eligible for Ohio Medicaid may be selected for enrollment in the CSP.
Coordination of Benefits (COB)	Coordination of benefits (COB) allows plans that provide health and/or prescription coverage for a person with Medicare to determine their respective payment responsibilities (i.e., determine which insurance plan has the primary payment responsibility and the extent to which the other plans will contribute when an individual is covered by more than one plan).
Corrective Action Plan (CAP)	A corrective action plan (CAP) is a step by step plan that is developed to achieve targeted outcomes for resolution of identified errors in an effort to identify the most cost-effective actions that can be implemented to correct error causes.
Cost Management Plan	A Cost Management Plan is the process of planning and controlling the budget of a business. It is a form of management accounting that allows a business to predict impending expenditures to help reduce the chance of going over budget.
Cost Performance Index (CPI)	CPI refers specifically to a method, chart, or other instrument that is implemented for the purposes of measuring the actual cost efficiency of a Project. CPI is computed by $[\text{Earned Value} / \text{Actual Cost}]$. A value of above one means that the Project is doing well against the budget. The cost performance index can change over the life of a Project depending on the ways in which the earned values and actual cost have changed.
Council for Affordable Quality Healthcare (CAQH)	CAQH is an American non-profit organization established in 2000 and based in Washington, D.C. Its mission is to accelerate the transformation of business processes in healthcare through collaboration, innovation, and a commitment to ensuring value across stakeholders, including healthcare providers, trade associations, and health plans.
Council for Affordable Quality Healthcare (CAQH) - Committee on Operating Rules for Information Exchange (CORE)	CAQH CORE is an industry-wide stakeholder collaboration committed to the development and adoption of national operating rules for administrative transactions.

Term	Definition
Criminal Justice Information (CJI)	CJI is data sets housed by the FBI that includes: Biometric Data – used to identify individuals; it also may include palm prints, DNA, iris, facial recognition data, as well as fingerprints.
Criminal Justice Information Services (CJIS)	The FBI’s Criminal Justice Information Services Division, or CJIS, is a high-tech hub in the hills of West Virginia that provides a range of state-of-the-art tools and services to law enforcement, national security and intelligence community partners, and the general public.
Culturally and Linguistically Appropriate Services (CLAS)	Culturally and linguistically appropriate services (CLAS) is a way to improve the quality of services provided to all individuals, which will ultimately help reduce health disparities and achieve health equity.
Current Procedural Terminology (CPT)	CPT is a medical coding set used to report medical, surgical, and diagnostic procedures to physicians and health insurance companies.
Customer Information Control System (CICS)	CICS is a family of mixed language application servers that provide online transaction management and connectivity for applications on IBM mainframe systems under z/OS and z/VSE.
Customer Relationship Management (CRM)	CRM refers to a strategy widely used by companies and organizations (including related integrated information systems and technology, often in the form of software) to record and manage their overall data and interactions with current, past, and potential customers.
Customer Service Center (CSC)	A customer service center is a type of call center that is equipped to handle large amounts of customer telephone requests for an organization -- in addition to handling other customer communications -- from a single facility.
Data Management Plan (DMP)	DMP is a review of services to improve data collection, documentation, and workflow to help pre-empt issues regarding misplaced files and unusual file formats.
Database 2 (DB2)	DB2 provides an open database environment that runs on a wide variety of computing platforms. A family of relational database products offered by IBM.
Database Design (DD)	The Database Design Document means to produce a detailed data model of a database. This data model contains all the needed logical and physical design choices and physical storage parameters needed to generate a design in a data definition language, which can then be used to create a database. A fully attributed data model contains detailed attributes for each entity.
Defect	A defect is an error or a bug or a failure of the system, solution, or Enhancement to perform as contracted or to meet specifications.
Deliverable Expectation Document (DED)	DED includes an outline of the deliverable, as well as some preliminary draft content, to set the expectations for the content of the deliverable.

Term	Definition
Department of Administrative Services (DAS)	DAS is a State agency committed to providing quality centralized services, specialized support, and innovative solutions to other State agencies, boards and commissions, as well as local governments and State universities. DAS helps procure goods and services, deliver information technology and mail, recruit and train personnel, promote equal access to the State workforce, lease and manage office space, process payroll, print publications, and perform a variety of other services.
Deployment Plan (Roll-Out Plan)	The Deployment Plan is the sequence of operations or steps that must be carried out to deliver changes into the production provider system environment. The deployment plan must detail how the production provider software will be produced, identify user documentation and how it is distributed, describe the system configuration, define installation scripts, identify the packaging and installation of system components (with emphasis placed on COTS components), detail the distribution of all software, and describe the distribution of system components to external users. Internet distribution also must be described in detail. Software installation must be detailed, especially when COTS or other third-party software installation entails a user-controlled process. This plan must explain how all nodes components of the system will be installed and upgraded in a timely fashion and where the installation may split up into multiple procedures.
Design, Development, and Implementation (DDI)	DDI is the system development phase after requirements are finalized, leading up to and including implementation into production. System deficiencies or nonconformities can be encountered during the DDI phase of a software Project.
Digital Asset Management (DAM)	DAM consists of management tasks and decisions surrounding the ingestion, annotation, cataloging, storage, retrieval and distribution of digital assets; the protocols for downloading, renaming, backing up, rating, grouping, archiving, optimizing, maintaining, thinning, and exporting files.
Direct Data Entry (DDE)	DDE is under HIPAA; this is the direct entry of data that is immediately transmitted into a health plan's computer.
Disaster Recovery (DR)	Disaster Recovery is an area of security planning that aims to protect an organization from the effects of significant negative events. This allows an organization to maintain or quickly resume mission-critical functions following a disaster.
Disaster Recovery as a Service (DRaaS)	DRaaS is the replication of hosting of physical or virtual servers by a third party to provide failover in the event of a man-made or natural catastrophe.
Disaster Recovery Plan (DRP)	DRP is a document defining the resources, actions, tasks, and data for managing the recovery of lost databases, programs, or other computing functions in the event of catastrophic damage to the computing infrastructure of an organization. Relates to Business Continuity Planning.

Term	Definition
Disk Library for Mainframe (DLM)	DLM is a software solution that allows users to store various data types with primary and deduplication storage support.
Document Management Solution (DMS)	DMS is an enterprise-level software that controls and organizes documents throughout an organization. A DMS is a computer system or software that creates, stores, manages, and tracks electronic documents and electronic images of paper-based information captured by a document scanner.
Doing Business As (DBA)	DBA is the operating name of a company, as opposed to the legal name of the company. Some states require DBA or fictitious business name filings to be made for the protection of consumers conducting business with the entity.
Drug Efficacy Study Implementation (DESI)	DESI is a program intended to study the effectiveness as well as safety of a drug in order to receive FDA approval prior to being released to market.
Drug Enforcement Administration (DEA)	The Drug Enforcement Administration is a United States federal law enforcement agency under the United States Department of Justice, tasked with combating drug trafficking and distribution within the United States.
Drug Regulatory Affairs (DRA)	Drug Regulatory Affairs refers to all aspects within the pharmaceutical development process and how they are subject to various degrees of regulation. Regulatory affairs professionals deal with these aspects.
Drug Utilization Review	Drug Utilization Review is a set of processes in which a patient's medication is reviewed to ensure proper utilization and decision making in the overall course of the patients care. It involves prospective evaluation, concurrent monitoring, and a retrospective review of the patient's drug history to improve their health management.
Dynamic Data Visualization (DDV)	Dynamic Data Visualization is a term that describes an added layer of interaction to graphical data representation to reveal aspects not easily seen in static displays. Examples of these added layers include animation, real-time updating, and the ability to manipulate and configure data sets.
Early and Periodic Screening, Diagnostic, and Treatment (EPSDT)	Early and Periodic Screening, Diagnostic and Treatment (EPSDT) is the child health component of Medicaid. Federal statutes and regulations state that children under age 21 who are enrolled in Medicaid are entitled to EPSDT benefits and that States must cover a broad array of preventive and treatment services.
Earned Value Report (EVR)	Earned Value is a Project Management technique for measuring Project performance and progress in an objective manner. The report will be used by the State to determine Project performance and to alert the State of any critical schedule risks and issues.
Electronic Data Interchange (EDI)	EDI is the electronic transmission of structured data by agreed message standards from one computer system to another without human intervention. It is a system for exchanging business documents with external entities.

Term	Definition
Electronic Document Management System (EDMS)	EDMS is a software system for organizing and storing different kinds of documents.
Electronic Fund Transfer (EFT)	Electronic funds transfer (EFT) are electronic transfer of money from one bank account to another, either within a single financial institution or across multiple institutions, via computer-based systems, without the direct intervention of bank staff.
Electronic Fund Transfer Act (EFTA)	EFTA is the 1978 federal legislation that protect consumers when they transfer funds electronically.
Electronic Health Record (EHR)	An electronic health record (EHR) is a digital version of a patient's paper chart. EHRs are real-time, patient-centered records that make information available instantly and securely to authorized users.
Electronic Prior Authorization (ePA)	Electronic prior authorization is an electronic process established in the National Council for Prescription Drug Programs (NCPDP) SCRIPT Standard that enables patient and drug-specific PA criteria and a real-time approval for medication prior authorization.
Electronic Protected Health Information (ePHI)	ePHI protects any health information that is created, stored, transmitted, or received in any electronic format or media.
Electronic Remittance Advice (ERA)	ERA defines electronic format (i.e., EDI 835) for explaining the payments of health care claims.
Encouraging, Diversity, Growth, and Equity (EDGE)	The State of Ohio's Encouraging Diversity, Growth and Equity (EDGE) program establishes an annual goal for state agencies, boards and commissions, as well as guidelines for state universities in awarding contracts to certified EDGE businesses.
Enhancement	An enhancement is a product functionality change or upgrade that increases software or hardware capabilities beyond original client specifications. Enhancements allow software and hardware product performance scalability.
Enterprise Data Warehouse (EDW)	An enterprise data warehouse (EDW) is a database, or collection of databases, that centralizes a business's information from multiple sources and applications and makes it available for analytics and use across the organization.
Enterprise Geocoding Services (EGS)	EGS combines address standardization, geocoding, and spatial analysis into a single service. Individual addresses can be processed in real time for on-line applications or large numbers of addresses can be processed in batch mode. The quality of each address is improved by standardizing it to meet stringent U.S. Postal Service standards.
Enterprise Learning Management (ELM)	ELM is a software application designed to deliver, track, report on, and manage trainings and learner activity.

Term	Definition
Enterprise Resource Planning (ERP)	ERP provides the ability to deliver an integrated suite of business applications. The software integrates various functions into one complete system to streamline processes and information across the entire organization.
Enterprise Service Bus (ESB)	ESB is a software architecture model used for designing and implementing the interaction and communication between mutually interacting software applications in SOA. As a software architecture model for distributed computing, it is a specialty variant of the more general client server software architecture model and promotes agility and flexibility with regards to communication and interaction between applications.
Entry / Exit Criteria	Entry/Exit Criteria is a set of conditions that should be met to enter or exit a phase of system development, such as testing.
Environmental Systems Research Institute (ESRI)	ESRI is a software provider and research and development organization dedicated to the geographic information systems and geographic information science community.
Equal Opportunity Division (EOD)	The Equal Employment Division enforces the Fair Employment Practices Act of 1978, as amended, which makes it unlawful for a state agency to discriminate against any individual on the basis of race, sex, age, disability, national origin, color or relation.
Explanation of Benefits (EOB)	Explanation of benefits is a statement sent by a health insurance company to covered individuals explaining what medical treatments and/or services were paid for on their behalf.
Extensible Markup Language (XML)	The XML standard is a flexible way to create information formats and electronically share structured data via the public Internet, as well as via corporate networks. It is used to describe data.
External Quality Review Organization (EQRO)	An External Quality Review (EQR) is the analysis and evaluation by an External Quality Review Organization (EQRO) of aggregated information on quality, timeliness, and access to the health care services that a managed care organization, or its Contractors, furnish to Medicaid beneficiaries.
Extract, Transform, Load (ETL)	ETL refers to three separate functions combined into a single process. First, the extract function reads from a specified data source and extracts a desired subset of data. Next, the transform function works with the acquired data, using rules or lookup tables, creating combinations with other data to convert it to the desired state. Finally, the load function is used to write the resulting data (i.e., either all of the subset or just the changes) to a target database, which may or may not previously exist.
Fair Information Practice Principles (FIPPS)	The Fair Information Practice Principles (FIPPs) are a set of internationally recognized principles that inform information privacy policies both within government and the private sector.

Term	Definition
Federal Bureau of Investigation (FBI)	The FBI is a domestic intelligence and security service of the United States and its principal federal law enforcement agency.
Federal Information Processing Standard (FIPS)	FIPS is the standardizations developed by the United States federal government for use in computer systems by all non-military government agencies and by government Contractors, when properly invoked and tailored on a Contract. Many FIPS pronouncements are modified versions of standards used in the technical communities, such as the American National Standards Institute (ANSI), the Institute of Electrical and Electronics Engineers (IEEE), and the International Organization for Standardization (ISO). The purpose of FIPS is to ensure that all federal government and agencies adhere to the same guidelines regarding security and communication.
Federal Information Security Management Act (FISMA)	FISMA, 44 U.S.C. § 3541, et seq. is a United States federal law enacted in 2002 as Title III of the E-Government Act of 2002 (Pub.L. 107-347, 116 Stat. 2899). The act recognized the importance of information security to the economic and national security interests of the United States. The act requires each federal agency to develop, document, and implement an agency-wide program to provide information security for the information and information systems that support the operations and assets of the agency, including those provided or managed by another agency, Contractor, or other source.
Federal Risk and Authorization Management Program (FedRAMP)	A government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.
Federal Tax Information (FTI)	Federal or state tax returns, return information, and such other tax-related information as may be protected by State and federal law.
Federated Transaction	A federated transaction involves data that is distributed across multiple, largely autonomous, and possibly heterogeneous component databases and accessed by both global and local transactions. A federated transaction requires a two-phase commit.
Fee-For-Service (FFS)	Fee-For-Service is a payment model whereby Medicaid pays providers directly for each service provided to individuals who are not enrolled into managed care.
File Transfer Protocol (FTP)	FTP is a standard network protocol used for the transfer of computer files between a client and server on a computer network.
Financial Management	Financial Management means planning, organizing, directing and controlling the financial activities such as procurement and utilization of funds of the enterprise.

Term	Definition
First Tier, Downstream, and Related entities (FDR)	<p>First Tier, Downstream, and Related entities (FDR)</p> <p>First Tier Entity — Any party that enters into a written arrangement, acceptable to ODM, with the MCO to provide administrative services for Ohio Medicaid eligible individuals.</p> <p>Downstream Entity — Any party that enters into a written arrangement, acceptable to ODM, with a first tier or related entity or below the level of a first tier or related entity to provide administrative services for Ohio Medicaid eligible individuals. These arrangements continue down to the level of the ultimate provider of the administrative services.</p> <p>Related Entity — Any related party to the MCO by common ownership or control under an oral or written arrangement to perform some of the administrative services under the MCO’s contract with ODM. A related party includes but is not limited to agents, managing employees, individuals with an ownership or controlling interest in the contractor and their immediate families, subcontractors, wholly-owned subsidiaries or suppliers, parent companies, sister companies, holding companies, and other entities controlled or managed by any such entities or individuals.</p>
Fraud, Waste, and Abuse (FWA)	<p>Fraud includes false representation of fact, making false statements, or by concealment of information. Waste is defined as the thoughtless or careless expenditure, mismanagement, or abuse of resources to the detriment (or potential detriment) of the U.S. government.</p>
Frequently Asked Questions (FAQ)	<p>FAQ is a document or webpage that provides answers to a list of typical questions that users might ask regarding a particular subject.</p>
Generally Accepted Accounting Principles (GAAP)	<p>GAAP is a combination of authoritative standards (set by policy boards) and the commonly accepted ways of recording and reporting accounting information. GAAP aims to improve the clarity, consistency, and comparability of the communication of financial information.</p>
Generic Sequence Number (GSN)	<p>Generic Sequence Number (GSN) also known as the Clinical Formulation ID or formerly as GCN Sequence Number (GCN Seq No), which is 6 digits in length.</p>
Geographic Information Systems (GIS)	<p>GIS is a computer-based tool that analyzes, stores, manipulates and visualizes geographic information, usually in a map.</p>
Health Information Exchange (HIE)	<p>Electronic Health Information Exchange (HIE) allows doctors, nurses, pharmacists, other health care providers and patients to appropriately access and securely share a patient’s vital medical information electronically to improve the speed, quality, safety and cost of patient care.</p>
Health Information Trust Alliance (HITRUST)	<p>The organization that created and maintains the Common Security Framework (CSF).</p>

Term	Definition
Health Insurance Exchange (HIX)	HIX (Health Insurance eXchange) is emerging as the de facto acronym across State and federal government stakeholders, and the private sector technology and service providers that are helping States build their exchanges.
Health Insurance Portability and Accountability Act (HIPAA)	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, also known as the "Kennedy-Kassebaum Act," this U.S. law protects employees' health insurance coverage when they change or lose their jobs (Title I) and provides standards for patient health, administrative and financial data interchange (Title II). The latter also governs the privacy and security of health information records and transactions.
Health Level Seven (HL7)	HL7 is a standards development organization whose mission is to develop and maintain international standards for exchange, integration, sharing and retrieval of electronic health information.
Health Management Systems (HMS)	HMS advances the healthcare system by helping healthcare organizations reduce costs and improve health outcomes.
Health Resources and Services Administration (HRSA)	The Health Resources and Services Administration (HRSA) is an agency of the U.S. Department of Health and Human Services located in North Bethesda, Maryland. It is the primary federal agency for improving access to health care services for people who are uninsured, isolated or medically vulnerable.
Healthcare Common Procedure Coding System (HCPCS)	The Healthcare Common Procedure Coding System (HCPCS) is a collection of codes that represent procedures, supplies, products and services which may be provided to Medicare beneficiaries and to individuals enrolled in private health insurance programs.
Hierarchical Ingredient Code List (HICL)	The six-position Hierarchical Ingredient Code List (HICL) contains a maximum of nine sequenced ingredient codes, hierarchical ingredient codes (HICs).
Home and Community Based Services (HCBS)	Home and Community Based Services (HCBS) provide opportunities for Medicaid beneficiaries to receive services in their own home or community rather than institutions or other isolated settings.
Human Capital Management (HCM)	Human Capital Management (HCM) is the comprehensive set of an organization's practices for recruiting, managing, developing, and optimizing employees (as an intangible asset) in order to maximize their business value.
Hypertext Transfer Protocol (HTTP)	HTTP is the underlying protocol used by the World Wide Web and this protocol defines how messages are formatted and transmitted, and what actions Web servers and browsers should take in response to various commands.
Hypertext Transfer Protocol Secure (HTTPS)	HTTPS is the communication protocol is encrypted using Transport Layer Security (TLS) or, formerly, its predecessor, Secure Sockets Layer (SSL).

Term	Definition
Identity and Access Management (IdAM)	IdAM is a process used in businesses and organizations to grant or deny employees and others authorization to secure systems. IdAM is an integration of work flow systems that involves organizational think tanks who analyze and make security systems work effectively. Policies, procedures, protocols, and processes are all linked to IdAM. Identity and security applications are also important considerations.
Incident Management Plan (IMP)	IMP is a document defining "incident" and describing severity level, classifications, and target times for resolution, in addition to definitions of the processes for reporting, logging, managing, and tracking incidents to resolution, and the process for communicating with affected stakeholders.
Independent Verification and Validation (IV&V)	Independent Verification and Validation activities performed by a third party organization not involved in the development of the product.
Individual	Individual is an applicant or recipient of services through a State-sponsored program.
Information Technology (IT)	IT or information technology refers to the development, maintenance, and use of computer software, systems, and networks.
Information Technology Infrastructure Library (ITIL)	A set of practices for IT service management that focuses on aligning IT services with the needs of business. In its current form (known as ITIL 2011 edition), ITIL is published in a series of five core publications, each of which covers an Information Technology Service Management (ITSM) life cycle stage. ITIL underpins International Organization for Standardization/International Electro technical Commission (ISO/IEC) 20000 (previously BS15000), the International Service Management Standard for IT service management, although differences between the two frameworks do exist.
Infrastructure as a Service (IaaS)	Infrastructure as a service are online services that provide high-level APIs used to dereference various low-level details of underlying network infrastructure like physical computing resources, location, data partitioning, scaling, security, backup, etc.
InnovateOhio Platform (IOP)	IOP provides integrated and scalable capabilities that enable State agencies to become more customer-centric and data-driven, delivering on InnovateOhio's vision to better serve Ohioans. Through collaboration and innovation, the InnovateOhio Platform creates an integrated customer experience that brings higher-quality services to the public, ultimately making Ohio a better place to live, work and do business.
Institute for Healthcare Improvement (IHI)	Institute for Healthcare Improvement (IHI) focuses on improvement science and patient safety to advance and sustain better outcomes in health and health care.

Term	Definition
Integrated Predictive Dialer System (IPDS)	Integrated predictive dialer dials a list of telephone numbers and connects answered dials to people making calls, often referred to as agents. Predictive dialers use statistical algorithms to minimize the time that agents spend waiting between conversations, while minimizing the occurrence of someone answering when no agent is available.
Integration Testing	Integration Testing is a phase in software testing in which individual software modules are combined and tested as a group. It occurs after unit testing and before validation testing.
Interactive Voice Response (IVR)	IVR is a phone technology that enables providers to access information regarding client eligibility, claim and payment status, prior authorization, drug and procedure codes, and provider information.
Internal Policy and Procedure (IPP)	Internal Policy and Procedure is ODM designation for documented policies and procedures.
Internal Revenue Service (IRS)	The IRS is a U.S. government agency responsible for the collection of taxes and enforcement of tax laws.
International Business Machines (IBM)	IBM produces and sells computer hardware, middleware and software, and provides hosting and consulting services in areas ranging from mainframe computers to nanotechnology.
International Classification of Diseases (ICD)	The International Classification of Diseases (ICD) is the international standard diagnostic tool for epidemiology, health management and clinical purposes.
International Organization for Standardization (ISO)	The International Organization for Standardization (ISO) is a global organization that works to provide standardization across an array of products and companies. Founded on 23 February 1947, the organization promotes worldwide proprietary, industrial and commercial standards.
Internet Information Server (IIS)	Internet Information Services (IIS) for Windows® Server is a flexible, secure and manageable Web server for hosting anything on the Web.
Internet Protocol (IP)	IP is a standard set of rules for sending and receiving data between computers connected to a network, especially the Internet.
Interval Deliverable Agreement (IDA)	The State may use the Interval Deliverable Agreement (IDA) model for future work (e.g. implementation of additional environmental programs) or other work identified during the life of the Contract that cannot be defined to the appropriate level of detail during the RFP process
IT Operations Management (ITOM)	ITOM is the entity responsible for operation of an organization's applications and IT infrastructure along with control and maintenance on a continuous basis. The main focus of the IT operations management is the delivery of a stable service in accordance with the agreed levels of service.

Term	Definition
Job Entry Subsystem (JES)	JES is a subsystem of the OS/390 and Multiple Virtual Storage (MVS) mainframe operating systems that manages jobs (units of work) that the system does. Each job is described to the operating system by system administrators or other users in job control language.
Joint Application Development (JAD)	Joint Application Development (JAD) is a development methodology system originally used for designing a computer-based system, but can be applied to any development process. It involves continuous interaction with the users and different designers of the system in development.
Joint Application Requirements (JAR)	Joint Application Requirements (JAR) methodology is a technique for developing business systems requirements by practitioners. It consists of workshops designed to bring system developers and users of varying backgrounds and opinions together in a productive and creative environment.
Key Performance Indicator (KPI)	KPI is a type of performance measurement. An organization may use KPIs to evaluate its success, or to evaluate the success of an activity in which it is engaged. Sometimes success is defined in terms of making progress toward strategic goals, but often success is simply the repeated, periodic achievement of some level of operational goal (e.g., zero defects, 10/10 customer satisfaction, etc.). Accordingly, choosing the right KPIs relies upon a good understanding of what is important to the organization. What is important often depends on the department measuring the performance (e.g., the KPIs useful to finance will be quite different from the KPIs assigned to sales). Since there is a need to understand well what is important (to an organization), various techniques to assess the present state of the business and its key activities are associated with the selection of performance indicators. These assessments often lead to the identification of potential improvements, so performance indicators are routinely associated with 'performance improvement' initiatives. A very common way to choose KPIs is to apply a management framework such as the balanced scorecard.
Knowledge Discovery in Databases (KDD)	Knowledge Discovery in Databases, or KDD for short, refers to the broad process of finding knowledge in data, and emphasizes the "high-level" application of particular data-mining methods.
Lightweight Directory Access Protocol (LDAP)	LDAP (Lightweight Directory Access Protocol) is a software protocol for enabling anyone to locate data about organizations, individuals and other resources, such as files and devices in a network -- whether on the public internet or on a corporate intranet.
Limited English Proficiency (LEP)	Limited English proficiency (LEP) is a term used in the United States that refers to a person who is not fluent in the English language, often because it is not their native language.
Limited Reading Proficiency (LRP)	Limited Reading proficiency refers to reading proficiency measured by national or state performance of standardized measures.

Term	Definition
Local Area Network (LAN)	LAN is an independent network allowing the interconnection and intercommunication between computers on a single site, such as home, office, and a group of buildings.
Logical Partition (LPAR)	LPAR is a division of a computer's processor(s), memory, and storage into multiple sets of resources so that each set of resources can be operated independently with its own operating system instance and application(s).
Long Term Care (LTC)	LTC is a range of services that include medical and non-medical care provided to individuals who are unable to perform basic activities of daily living, like dressing or bathing. These services and supports can be provided at home, in the community, in assisted living, or in nursing homes. Individuals may need long-term services and supports at any age. Medicare and most private health insurance plans do not pay for LTC services.
Long Term Services and Support (LTSS)	Long-term services and supports means services and supports provided to beneficiaries of all ages who have functional limitations and/or chronic illnesses that have the primary purpose of supporting the ability of the beneficiary to live or work in the setting of their choice, which may include the individual's home, a worksite, a provider-owned or controlled residential setting, a nursing facility, or other institutional setting.
Maintenance and Operations (M&O)	M & O is operational activities performed to ensure a system is fully functional and performs optimally until the system reaches its end of life.
Managed Care Organization (MCO)	A Managed Care Organization an entity that meets the requirements of 42 CFR 438.2 and is a health insuring corporation (HIC) licensed in the State of Ohio that enters into a managed care provider agreement with ODM. (1) A federally qualified HMO that meets the advance directives requirements of subpart I of part 489 of this chapter; or (2) Any public or private entity that meets the advance directives requirements and is determined by the Secretary to also meet the following conditions: (i) Makes the services it provides to its Medicaid enrollees as accessible (in terms of timeliness, amount, duration, and scope) as those services are to other Medicaid beneficiaries within the area served by the entity. (ii) Meets the solvency standards of §438.116
Managed Care Program	Managed care program means a managed care delivery system operated by a State as authorized under sections 1915(a),1915(b), 1932(a), or 1115(a) of the Act.
Managed File Transfer (MFT)	MFT is any software or service that manages the secure transfer of data from one computer to another through a network.
Master Data Management (MDM)	MDM is a method used to define and manage the critical data of an organization to provide, with data integration, a single point of reference, often including reference data and analytical data.

Term	Definition
Master Test Plan (MTP)	MTP is a technical document that details a systematic approach to testing a specific system, such as a device, machine, or software. The master test plan contains a detailed understanding of the workflow and functions of the system and documents how each of those will be tested to find out if the system works per its design, to find bugs, and to determine its actual limitations.
Masters of Business Administration (MBA)	A MBA program cover various areas of business administration such as accounting, applied statistics, human resources, business communication, business ethics, business law, business strategy, finance, managerial economics, management, entrepreneurship, marketing, supply-chain management, and operations management in a manner most relevant to management analysis and strategy.
Maximum Allowable Cost (MAC)	Maximum Allowable Cost is a pricing model agreed to by payers that sets the upper limit that a plan will pay for a drug.
Medicaid Drug Rebate Program (MDRP)	The Medicaid Drug Rebate Program is a program that includes CMS, State Medicaid agencies, and participating drug manufacturers that helps to offset the federal and state costs of most outpatient prescription drugs dispensed to Medicaid patients.
Medicaid Enterprise Certification Life Cycle (MECL)	Part of the MECL is aligned to MITA and the standards and conditions for Medicaid IT. It introduces certification milestone reviews throughout the development life cycle so the State receives early feedback about issues that may impede certification. The MECL is flexible to fit various State approaches and system development life cycles (agile, waterfall, using COTS software, or a hybrid).
Medicaid Enterprise Solution (MES)	A modular Medicaid system model in use by the State of Ohio for the administration of multiple programs funded wholly or in part by Medicaid dollars.
Medicaid Fraud Control Unit (MFCU)	Medicaid Fraud Control Units (MFCUs) investigate and prosecute Medicaid provider fraud, as well as patient abuse or neglect in health care facilities and board and care facilities.
Medicaid Information Technology Architecture (MITA)	The MITA initiative sponsored by CMS is intended to foster integrated business and IT transformation across the Medicaid enterprise to improve the administration of the Medicaid program.
Medicaid Information Technology System (MITS)	The core Medicaid Management Information System for Ohio.

Term	Definition
Medicaid Management Information System (MMIS)	An integrated group of procedures and computer processing operations (subsystems) developed at the general design level to meet principal objectives. For Title XIX purposes, "systems mechanization" and "mechanized claims processing and information retrieval systems" is identified in section 1903(a)(3) of the Act and defined in regulation at 42 CFR 433.111. The objectives of this system and its enhancements include the Title XIX program control and administrative costs; service to enrolled individuals, providers, and inquiries; operations of claims control and computer capabilities; and management reporting for planning and control.
Medicaid School Program (MSP)	The Ohio Medicaid Schools Program (MSP) allows school entities to be reimbursed for Medicaid covered services, certain administrative activities, and specialized transportation they provide to eligible children ages 3 to 21 years.
Medication Possession Ratio (MPR)	MPR is the sum of the days' supply for all fills of a given drug in a particular time period, divided by the number of days in the time period.
Member	Member means a Medicaid recipient who has been assigned to the SPBM for the purposes of receiving pharmacy services.
Microsoft™ Message Queuing (MSMQ)	A message queue implementation developed by Microsoft and deployed in its Windows Server operating systems since Windows NT 4 and Windows 95. Windows Server 2016 and Windows 10 also includes this component that enables applications running at different times to communicate across heterogeneous networks and systems that may be temporarily offline. Applications send messages to queues and read messages from queues.
Millions of Instructions per Second (MIPS)	A measure of the execution speed of the computer. The measure approximately provides the number of machine instructions that could be executed in a second by a computer.
Minimum Acceptable Risk Standards for Exchanges (MARS-E)	A CMS document suite of guidance, requirements, and templates that address the mandates of the ACA that apply to all ACA Administering Entities. "Administering Entity" means Exchanges or Marketplaces, whether federal or State, State Medicaid Agencies, Children's Health Insurance Program (CHIP) agencies, or State agencies administering the Basic Health Program.
Minority Business Enterprise (MBE)	MBE is certified by the Ohio Department of Administrative Services. An MBE certified business must be owned and controlled by a U.S. citizen who is a resident of Ohio and a member of one or more of the following minority groups: Blacks or African Americans, American Indians, Hispanics or Latinos, and Asians. A business which is at least 51% owned, have been in business for at least one year prior to applying. The business owner must possess requisite knowledge of the business, have day to day control over the business, demonstrate capability and possess all licenses and permits required by law.

Term	Definition
Morphine Equivalent Dosing	Morphine Equivalent Dosing is a measure of a patient’s opioid intake over a 24-hour period.
Multi-purpose Internet Mail Extension (MIME)	A standard for formatting files of different types, such as text, graphics, or audio, so they can be sent over the Internet and seen or played by a web browser or email application.
MyCare Ohio	MyCare Ohio is a mandatory managed care program for Ohioans that reside within specific participating counties that are enrolled in both Medicaid and Medicare (“dual eligible”).
National Average Drug Acquisition Cost (NADAC)	NADAC (National Average Drug Acquisition Cost) is the nationwide survey of retail community pharmacy covered outpatient drug prices to provide state Medicaid agencies with updated covered outpatient drug prices by averaging survey invoice prices from retail community pharmacies across the United States.
National Council for Prescription Drug Programs (NCPDP)	NCPDP is a standards development organization accredited by ANSI whose mission is to create and promote data interchange standards for the pharmacy services sector of the healthcare industry.
National Drug Code (NDC)	The NDC, or National Drug Code, is a unique 10-digit, 3-segment number. It is a universal product identifier for human drugs in the United States. The code is present on all nonprescription (OTC) and prescription medication packages and inserts in the US.
National Institute of Standards and Technology (NIST)	NIST is an agency in the Technology Administration (an agency in the Department of Commerce that works with United States industries to promote competitiveness and maximize the impact of technology on economic growth) that makes measurements and sets standards as needed by industry or government programs.
National Provider Identifier (NPI)	The National Provider Identifier (NPI) is a Health Insurance Portability and Accountability Act (HIPAA) Administrative Simplification Standard. The NPI is a unique identification number for covered health care providers.
National Uniform Billing Committee (NUBC)	NUBC is an organization chaired and hosted by the American Hospital Association that maintains the UB-04 hardcopy institutional billing form and the data element specifications for both the hardcopy form and the 192-byte UB-04 flat file format. The NUBC has a formal consultative role under HIPAA for all transactions affecting institutional health care services.
National Uniform Claim Committee (NUCC)	NUCC is an organization chaired and hosted by the American Medical Association that maintains the CMS-1500 claim form and a set of data element specifications for professional claims submission via the CMS-1500 claim form, the Professional EMC NSF, and the X12 837. The NUCC also maintains the Provider Taxonomy Codes and has a formal consultative role under HIPAA for all transactions affecting non-dental, non-institutional professional health care services.

Term	Definition
Next Generation Telephony Service (NGTS)	NGTS is the replacement for the State’s legacy Centrex phone system, which will help reduce costs and enable State employees to serve constituents more efficiently, such as Voice over IP, audio conferencing, and video conferencing.
Non-Disruptive	Non-Disruptive is a type of change to software or hardware that does not interrupt system service or access to data.
North American Industry Classification Systems (NAICS)	The North American Industry Classification System (NAICS) is the standard used by federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.
Notice of Action (NOA)	Notices of action are the cornerstone of health care rights for low-income Medicaid consumers. The notice is the written vehicle that informs a Medicaid applicant or recipient of her constitutionally protected right to challenge a decision regarding crucial Medicaid services, and explains how to exercise that right.
ODM Bureau of Program Integrity (ODM BPI)	ODM created the Bureau of Program Integrity in late 2014. The newly-established bureau was designed to coordinate activities across ODM business units and external stakeholders in order to better detect fraud, waste and abuse. Program Integrity also supports internal and external preventions efforts, including cost containment, compliance and the quality of care.
Office of Foreign Asset Control (OFAC)	The Office of Foreign Assets Control is a financial intelligence and enforcement agency of the U.S. Treasury Department. It administers and enforces economic and trade sanctions in support of U.S. national security and foreign policy objectives.
Office of Information Technology (OIT)	The Office headed by the State which develops and provides direction in the use of Internet-based technologies to make it easier for citizens and businesses to interact with the State and streamline citizen participation.
Ohio Administrative Code (OAC)	These rules are adopted by the agencies of the state of Ohio. State agencies adopt rules to carry out the policies and intent of laws passed by the General Assembly. The rules are collected and published in the Ohio Administrative Code
Ohio Administrative Knowledge System (OAKS)	Ohio's Enterprise Resource Planning (ERP) system which provides central administrative business services such as Financial Management, Human Capital Management, Content Management, Enterprise Learning Management, and Customer Relationship Management.
Ohio Attorney General’s Office (AGO)	Ohio Attorney General’s Office consists of nearly 30 distinct sections that advocate for consumers and victims of crime, assist the criminal justice community, provide legal counsel for State offices and agencies, and enforce certain State laws.

Term	Definition
Ohio Business Gateway (OBG)	Provides tools that make it easier for any business owner to file and pay sales tax, commercial activity tax, employer withholding, unemployment compensation contributions, workers' compensation premiums, and municipal income taxes.
Ohio Department of Aging (ODA)	A cabinet-level State agency that coordinates federal Older Americans Act programs and services, as well as other services to meet the needs of Ohio's elders.
Ohio Department of Developmental Disabilities (DODD)	Ohio Department of Developmental Disabilities seeks to improve the quality of life for Ohioans with developmental disabilities and their families. Offering support across the lifespan of people with developmental disabilities, DODD oversees a statewide system of supportive services that focus on ensuring health and safety, supporting access to community participation, and increasing opportunities for meaningful employment.
Ohio Department of Health (ODH)	A cabinet-level agency whose Director reports to the Governor, and whose executive team helps the Director of Health formulate the agency's strategic policy goals and objectives.
Ohio Department of Job and Family Services (ODJFS)	The Ohio Department of Job and Family Services (ODJFS) is the administrative department of the Ohio state government responsible for supervising the state's public assistance, workforce development, unemployment compensation, child and adult protective services, adoption, child care, and child support programs. A State department which includes all agencies responsible for employment and job training, public assistance programs, children's services agencies.
Ohio Department of Medicaid (ODM)	ODM is Ohio's first Executive-level Medicaid agency tasked as the single state agency administering or supervising the administration of a State Medicaid plan. ODM is a network of more than 150,000 active providers, ODM delivers healthcare coverage to 2.9 million residents of Ohio on a daily basis.
Ohio Medicaid Enterprise (OME)	CMS considers the OME to consist of ODM and its Sister State Agencies that participate in Medicaid and related program operations. Recent strategic decisions by ODM leadership have extended the definition of the OME to include non-Medicaid operations as well, facilitating the use of the modernized OMES to support similar activities regardless of program alignment.
Ohio Medicaid Enterprise System (OMES)	The name of the new modular Medicaid system being procured by ODM.
Ohio Mental Health and Addiction Services (OhioMHAS)	The OhioMHAS agency was created as of July 1, 2013, by consolidating the Ohio Department of Mental Health and the Ohio Department of Alcohol and Drug Addiction Services. The mission of the Ohio Department of Mental Health and Addiction Services (OhioMHAS) is to provide statewide leadership of a high-quality mental health and addiction prevention, treatment and recovery system that is effective and valued by all Ohioans.

Term	Definition
Ohio Office of Budget and Management (OBM)	The Office of Budget and Management (OBM) develops budgets; administers the State's accounting system; monitors, processes, and reports on financial transactions; and reviews and coordinates the financial policies and activities of State agencies.
Ohio Revised Code (ORC)	The general laws of the state of Ohio. The Revised Code is organized into 31 general titles broken into chapters dealing with individual topics of law. The chapters are divided into sections which contain the text of individual statutes. The laws are collected and published in the Ohio Revised Code
Omnibus Budget Reconciliation Act (OBRA)	The Omnibus Budget Reconciliation Act (OBRA), also known as the Nursing Home Reform Act of 1987, has dramatically improved the quality of care in the nursing home over the last twenty years by setting forth federal standards of how care should be provided to residents.
Operating System (OS)	The software that controls the operation of a computer and directs the processing of programs (as by assigning storage space in memory and controlling input and output functions).
Operational Readiness Plan (ORP)	A plan defining the readiness criteria approach for the Operational Readiness Review. It also addresses risk mitigation to support major transition decisions.
Operational Readiness Review (ORR)	A disciplined, systematic, documented, performance-based examination of facilities, equipment, personnel, procedures, and management control systems to ensure that the solution will be fully operable.
Operational Readiness Test (ORT)	A software testing strategy. An ORT is performed at the final stage of testing when all other testing activities are performed, and the build is ready for live deployment.
Organizational Change Management (OCM)	Organizational change management (OCM) is a framework for managing the effect of new business processes, changes in organizational structure, or cultural changes within an enterprise.
Other Coverage Code (OCC)	Other Coverage Codes are used to communicate claim information to the next downstream payer. For example, if you file a claim to a primary insurance and then file to the secondary payer (next downstream payer), the Other Coverage Code communicates how the previous payer responded to the claim.
Outcomes Based Certification	Outcomes Based Certification is CMS' systems certification process that evaluates how well Medicaid information technology systems support desired business outcomes while reducing the burden on States. CMS is experimenting with OBC through a combination of developing outcome statements and evaluation criteria, identifying test cases for system demonstrations, and collecting and assessing operational data. CMS will engage States in OBC through pilots and release guidance as new OBC processes are refined.

Term	Definition
Payment Card Industry Data Security Standard (PCI DSS)	PCI DSS is an information security standard for organizations that handle branded credit cards from the major card schemes.
Performance Improvement Plan (PIP)	A performance improvement plan (PIP), also known as a performance action plan, is a tool to give an employee with performance deficiencies the opportunity to succeed.
Performance Testing	Performance testing is general testing performed to determine how a system performs in terms of responsiveness and stability under a workload. It can also serve to investigate, measure, validate, or verify other quality attributes of the system, such as scalability, reliability, and resource usage.
Personal Computer (PC)	A personal computer is a microcomputer designed for use by one person at a time.
Personally Identifiable Information (PII)	PII is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. The acronym PII is widely accepted, but the phrase has four common variants based on personal/personally and identifiable/identifying. Not all are equivalent, and for legal purposes the effective definitions vary depending on the jurisdiction and the purposes for which the term is being used.
Pharmacy & Therapeutics Committee	Pharmacy & Therapeutics (P&T) Committee is a committee that assists ODM in developing and maintaining the preferred drug list (PDL).
Pharmacy Benefit Manager (PBM)	A pharmacy benefit manager (PBM) is a company that administers some or all of the elements of a drug benefit program for a third party, such as an employer or health plan.
Prepaid Inpatient Health Plan (PIHP)	A Prepaid Inpatient Health Plan is an entity that provides services under Contract with a State Medicaid Agency on the basis of prepaid capitation payments.
Platform as a Service (PaaS)	Platform as a service (PaaS) is a cloud computing model in which a third-party provider delivers hardware and software.
Point of Sale (POS)	Refers to the place where a customer executes the payment for goods or services and where sales taxes may become payable.
Portable Document Format (PDF)	A file format that has captured all the elements of a printed document as an electronic image that you can view, navigate, print, or forward to someone else.
Post-Adjudicated Claim Data Reporting (PACDR)	An EDI X12 transaction format specifically designed for encounters, which can be used in lieu of an X12 837 transaction in the exchange of data between the State and the managed care organizations.
Preferred Drug List (PDL)	The Preferred Drug List (PDL) is a medication list developed by ODM that lists preferred and non-preferred therapeutic agents and clinical criteria.
Prepaid Ambulatory Health Plan (PAHP)	A Prepaid Ambulatory Health Plan is a prepaid health plan that provides only certain outpatient services.

Term	Definition
Prior Authorization	Prior Authorization is a process that providers must follow to obtain consent from the health plan that must be fulfilled ahead of prescribing some drugs or performing specific procedures. Obtaining Prior Authorization ensures the payer covers the drug or procedure.
Processor Control Number	The Processor Control Number an identifier unique to each plan used in the routing of pharmacy transactions.
Procurement Representative	Procurement Representative is a Sourcing Planner, Buyer, Procurement Specialist, or Contract Specialist, at ODM, who is acting within the limits of a written authority as the primary point of contact for internal and external stakeholders regarding procurement and contracting activities.
Product Backlog	The Agile Product Backlog in Scrum is a prioritized features list, containing short descriptions of all functionality desired in the product.
Product Documentation	Product Documentation will be all the documents developed during the life of the Project.
Project Management Body of Knowledge (PMBOK)	A collection of processes and knowledge areas accepted as best practice for the Project Management profession.
Project Management Institute (PMI)	An organization that provides training and certification to Project Management and Business Analyst professionals.
Project Management Office (PMO)	A group or department within a business, agency, or enterprise that defines and maintains standards for Project Management within the organization. The PMO strives to standardize and introduce economies of repetition in the execution of Projects. The PMO is the source of documentation, guidance, and metrics on the practice of project management and execution.
Project Management Plan (PMP)	A formal, approved document used to guide both Project execution and control of the Project consistent with the guidance of the PMBOK.
Project Management Professional (PMP)	An individual certified in Project Management by the PMI.
Project Manager (PM)	A project manager makes Project goals their own and uses their skills and expertise to inspire the Project team, processes, and deliverables and a sense of shared purpose within the Project team.
Project Quality Assurance (PQA)	Project quality assurance is one out of three parts of a larger Project quality system that ensures the Project Deliverables meet the planned quality standards. Normally called QA, it is the process of auditing and analyzing the systems which produce a product in order to improve their quality.
Project Representative	Project Representative means an individual designated by a party. The Project Representative of a party may be changed at any time by written notice to the other party. Also referred to as Agreement Manager.
Project Work Plan	A document including a timetable for Project work that details expected publication dates and other Project milestones.

Term	Definition
Proposal Review Team (PRT)	The Proposal Review Team is assigned ODM individuals that will read, evaluate, and score the submitted proposals. Reviewers will collectively judge whether the technical proposal exceeds, meets, partially meets or does not meet the requirements expressed in the RFP, assign the appropriate point value, and reach a consensus score.
Prospective Drug Utilization Review (ProDUR)	Prospective Drug Utilization Review (ProDUR) is a review of an individual's medication record and prescription drug orders prior to dispensing.
Protected Health Information (PHI)	Protected Health Information is information, including demographic information, which relates to individual's past, present, or future physical or mental health or condition, the provision of healthcare to the individual, the past, present, or future payment for the provision of health care to individual, and that identifies the individual or for which there is a reasonable basis.
Public Key Infrastructure (PKI)	A public key infrastructure (PKI) is a set of roles, policies, hardware, software and procedures needed to create, manage, distribute, use, store, and revoke digital certificates and manage public-key encryption.
Qualified Family Planning Provider (QFPP)	QFPP provides family planning services.
Quality Assessment and Performance Improvement (QAPI)	QAPI is a combination of two processes: Quality Assurance and Performance Improvement. QA refers to a process through which acceptable standards are maintained while PI focuses on continuous study and improvement to strive for better services and outcomes.
Quality Improvement (QI)	Quality improvement (QI) is a systematic, formal approach to the analysis of practice performance and efforts to improve performance.
Quality Management Plan	Quality Management Plan is a document that defines the acceptable level of quality, which is typically defined by the customer, and describes how the Project will ensure this level of quality in its Deliverables and Work processes. Quality Management plans apply to Project Deliverables and Project Work processes. Quality control activities monitor and verify that Project Deliverables meet defined quality standards. Quality assurance activities monitor and verify that the processes used to manage and create the Deliverables are followed and are effective.
Random Access Memory (RAM)	RAM is the hardware in a computing device where the operating system (OS), application programs, and data in current use are kept so they can be quickly reached by the device's processor.
Recovery Point Objective (RPO)	RPO is the maximum acceptable amount of data loss measured in time. It is the age of the files or data in backup storage required to resume normal operations if a computer system or network failure occurs.

Term	Definition
Recovery Time Objective (RTO)	RTO is the maximum desired length of time allowed between an unexpected failure or disaster and the resumption of normal operations and service levels. The RTO defines the point in time after a failure or disaster at which the consequences of the interruption become unacceptable.
Registered Health Information Administrator (RHIA)	An RHIA, or Registered Health Information Administrator, is a certified professional who oversees the creation and use of patient health information, including analyzing that data. RHIAs work in healthcare and related settings, such as health IT vendors and insurance carriers.
Regression Testing	Regression testing is a type of software testing that seeks to uncover new software bugs, or regressions, in existing functional and non-functional areas of a system after changes, such as enhancements, patches or configuration changes, have been made to them. One of the main reasons for regression testing is to determine whether a change in one part of the software affects other parts of the software.
Request for Proposal (RFP)	RFP is a type of bidding solicitation in which a company or organization announces that funding is available for a particular Project or program, and companies can place bids for the Project's completion.
Requirements Management Plan	Requirements Management Plan is a plan used to document the necessary information required to effectively manage Project requirements from definition, through traceability, to delivery. It is created during the Planning Phase of the Project. Its intended audience is the Project Manager, Project team, Project sponsor and any senior leaders whose support is needed to carry out the plan.
Requirements Traceability Matrix (RTM)	RTM is a document that links requirements throughout the validation process and the Project life cycle. The purpose of the RTM is to ensure that all requirements defined for a system are tested in the test protocols. It should be able to trace business requirements to system requirements, system requirements to design components, and system requirements to test cases.
Resources	Resources is an item that is required for the system or Project, such as staff, computer hardware, computer software, access to websites, or access to physical locations.
Risk and Issues Management Plan	Risks and Issues Management Plan is a document outlining the process used for the identification, tracking, management, and resolution of risks and issues that could have an impact on the success of the Project.
Root Cause Analysis (RCA)	RCA is a problem-solving method used to pinpoint the exact cause of a problem or event. The root cause is the actual cause of a specific problem or set of problems, and when that cause is removed, it prevents the final undesirable effect from occurring. RCA is a reactive method, as opposed to preventive, since it will be employed only after a problem has occurred to find its cause and prevent it from happening again.

Term	Definition
Rural Health Clinic (RHC)	The Rural Health Clinic (RHC) program is intended to increase access to primary care services for patients in rural communities. RHCs can be public, nonprofit, or for-profit healthcare facilities.
Schedule / Milestones & Burn Down Charts	The Schedule is a plan for carrying out a process or procedures, giving lists of intended events and times. The plan must include task descriptions, start dates, end dates, task estimation in hours or points, assumptions, and constraints.
Schedule Management Plan	The Schedule Management Plan provides initial guidance and tailors general time management planning for specific Project use when performing the time management processes.
Schedule Performance Index (SPI)	SPI is a measure of Project efficiency to gauge the progress and efficiency. SPI is computed by $[\text{Earned Value} / \text{Planned Value}]$. A value of above one means that the Project is doing well against the schedule.
Scope Management Plan	Scope Management Plan is a document that outlines what will be and what will not be included in the Deliverables, including details of risks, constraints, and assumptions.
Secure File Transfer Protocol (SFTP)	SFTP is a network protocol for accessing, transferring and managing files on remote systems.
Secure Socket Layer (SSL)	SSL is a networking protocol designed for securing connections between web clients and web servers over an insecure network, such as the internet.
Security Plan	Security Plan is a formal plan that defines the plan of action to secure computers, systems, and facilities. It provides a systematic approach and techniques for protecting computers from being used by unauthorized users, guarding against worms and viruses, and identifying and responding to any security incident, event, or process that could jeopardize the security of computers, systems, or facilities.
Service Level Agreement (SLA)	SLA is a part of a service contract where a service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service or performance). As an example, internet service providers will commonly include service level agreements within the terms of their contracts with customers to define the level(s) of service being sold in plain language terms. In this case, the SLA will typically have a technical definition in terms of mean time between failures, mean time to repair, or mean time to recovery; various data rates; throughput; jitter; or similar measurable details.
Service Organization Controls (SOC)	SOC is internal control reports on the services provided by a service organization providing valuable information that authorized users need to assess and address the risks associated with an outsourced service.

Term	Definition
Service Oriented Architecture (SOA)	SOA is a software design and software architecture design pattern based on structured collections of discrete software modules, known as services, which collectively provide the complete functionality of a large software application. The purpose of SOA is to allow easy cooperation of many computers that are connected over a network.
Service Portfolio Management (SPM)	SPM manages investments in service management across the organization, in terms of financial values. Enabling managers to assess the quality requirements and associated costs.
Services Inventory (SI)	SI is a governed and standardized collection of services that complement and synergize with each other within a boundary, which represents the enterprise or a portion of it. Essentially, a service inventory is a collection of internal services such as communication and process improvement services that allow a system to offer greater quality, speed, and performance.
Session Initiation Protocol (SIP)	SIP is a signaling protocol used for initiating, maintaining, modifying and terminating real-time sessions that involve video, voice, messaging and other communications applications and services between two or more endpoints on internet protocol (IP) networks.
Short Message Service (SMS)	SMS is a text messaging service component of most telephone, internet, and mobile-device systems, which uses standardized communication protocols to enable mobile devices to exchange short text messages.
Simple Object Access Protocol (SOAP)	SOAP is a protocol for implementing web services. SOAP features guidelines that allow communication via the internet between two programs, even if they run on different platforms, use different technologies, and are written in different programming languages.
Single Sign-On (SSO)	SSO is a property of access control of multiple related, but independent software systems. With this property, a user logs in once and gains access to all systems without being prompted to log in again to each of them.
Social Security Number (SSN)	SSN is a nine-digit number assigned to some temporary residents and permanent residents in order to track their income and determine benefit entitlements.
Software as a Service (SaaS)	SaaS is a software licensing model in which access to the software is provided on a subscription basis, with the software being located on external servers rather than on servers located in-house.
Specialty Pharmacy	Specialty Pharmacy refers to distribution channels designed to handle pharmaceutical therapies that are high cost or high complexity, and may require a higher degree of personal interaction between provider and patient.

Term	Definition
Staffing Plan	Staffing Plan is a plan for the staffing resources on the Project, including items such as the timeframe that a staff member is available, and when they will roll off the Project, and the circumstances in which a staff member can be replaced.
Standard Operating Procedure (SOP)	SOP is an established or prescribed method to be followed routinely for the performance of designated operations or in designated situations.
State of Ohio Computer Center (SOCC)	The SOCC is also a termination point for virtually all network service providers used by the State. The State's primary data center.
State Sensitive Information (SSI)	SSI is information that is not subject to disclosures under Ohio Public Records law.
Statement on Standards for Attestation Engagements (SSAE)	SSAE are standards issued by senior technical bodies of the American Institute of Certified Public Accountants (AICPA) designated to issue pronouncements on attestation matters.
Storage Area Network (SAN)	SAN is a secure high-speed data transfer network that provides access to consolidated block-level storage.
Strategic National Implementation Process (SNIP)	SNIP is a checklist of seven items that are tested to ensure that EDI files comply with HIPAA.
Structured Query Language (SQL)	SQL is a standardized programming language that is used to manage relational databases and perform various operations on the data in them.
Subject Matter Expert (SME)	SME is a person with special knowledge or skills in a particular area or domain.
System Center Configuration Management (SCCM)	SCCM is a windows product that enables administrators to manage the deployment and security of devices and applications across an enterprise.
System Configuration Documentation (SCD)	SCD is documentation provided by the contractor that provides information about how the COTS product can be configured to meet and manage business rules, as well as configure system per business needs.
System Design Document (SDD)	SDD is a document composed of the functional and technical designs.
System Development Life Cycle (SDLC)	SDLC is the process followed for a software project, within a software organization. It consists of a detailed plan describing how to develop, maintain, replace and alter or enhance specific software. The life cycle defines a methodology for improving the quality of software and the overall development process.
System Implementation Plan	System Implementation Plan reflects the final requirements for system implementations. This document must be developed based on outputs from the planning and design sessions conducted with the contractor, QA provider, and State Project personnel.

Term	Definition
System Integration Plan (SIP)	SIP describes how each of this particular module's subsystems interact with each other to provide a fully functional system that operates as one module of the interconnected OMES system. It also describes how the module interacts with the SI module for the purpose of sending data to other business modules as well as receiving data from other business modules.
System Integration Testing (SIT)	SIT is the overall testing of a complete system of multiple components or elements. The test may be composed of hardware, or software, or hardware with embedded software, or hardware/software with user involved testing. SIT is a process of verifying that the system meets its requirements and validating that the system performs in accordance the State's expectations.
System Operations Plan	System Operations Plan describes all required systems operational activities and provides guidance on system maintenance and enhancement practices, tools, and approaches. The contractor must also provide any additional documentation, such as COTS software user manuals if applicable. The System Operations Plan encompasses system functionality from a user's perspective, a State business user's perspective, and from a technical user's perspective.
System Testing	System testing of software or hardware conducted on a complete, integrated system to evaluate the system's compliance with its specified requirements.
Systems Integrator (SI)	System Integrator is a technology services contractor assisting ODM in the detailed planning, incremental implementation, and maintenance and operation of the modular OMES.
Systems, Applications, and Products (SAP)	SAP is a multinational software corporation that is currently the market leader in the enterprise resource planning field. The company's enterprise resource planning system enables its customers to run their business processes, including accounting, sales, production, human resources and finance, in an integrated environment.
Terabyte (TB)	Terabyte is a unit of digital information storage used to denote the size of data.
Third Party Liability (TPL)	TPL is a subsystem used in the updates of TPL resource information, matching incoming TPL resource information to individuals, and other related functions. It identifies claims where liability potentially exists, provides the capability to manage private health and third-party resources of Medicaid consumers, and ensures that Medicaid is the payer of last resort.
Training Materials	Training Materials are used to conduct the training sessions for the system which will ensure that training objectives are met. The Contractor must provide updated training materials as changes to the functionality of the system occur.
Training Plan	Training Plan is a plan for defining the strategies, tasks, and methods that will be used to meet the training requirements.

Term	Definition
Transition Plan	Transition plan is a document that explains the plan for turning the system responsibilities over at the end of the Contract.
Transport Layer Security (TLS)	TLS is a cryptographic protocols that provide communication security over the internet. Asymmetric cryptography is used for authentication of key exchange, symmetric encryption for confidentiality and message authentication codes for message integrity.
U.S. Department of Health & Human Services (HHS)	HHS is the executive department of the federal government responsible for social and economic security, educational opportunity, national health, and child welfare. Specifically, the department is responsible for Medicaid and Medicare programs.
Unified Modeling Language	Unified Modeling Language is a general-purpose modelling language intended to help visualize how a system is designed.
Uniform Resource Locator (URL)	URL is a unique identifier used to locate a resource on the internet. It is the address of a specific webpage or file on the internet.
Unit Testing	Unit Testing is a method by which individual units of source code, sets of one or more computer program modules together with associated control data, usage procedures, and operating procedures, are tested to determine if they are fit for use.
United States Code (USC)	USC is a consolidation and codification by subject matter of the general and permanent laws of the United States.
Universal Claim Form	Universal Claim Form is an electronic billing standard that specifies transmission formats for claim submission and response.
User Acceptance Testing (UAT)	UAT is the type of testing where monitored authorized users determine whether a system meets all their requirements and will support the business for which it was designed.
User Interface (UI)	UI is a conduit between human and computer interaction, the space where a user will interact with a computer or machine to complete tasks.
Usual and Customary Charge	Usual and Customary Charge is the amount paid for a service or drug based on what other providers in the area usually charge. It is sometimes used to determine the "allowed amount."
Value-Based Pricing (VBP)	Value Based Pricing (VBP) is about setting a price to capture the value that a potential customer receives.
Veteran-Friendly Business Enterprise (VFBE)	VFBE is a program that provides preference or bonus points to certified companies that compete to Contract with the State to supply the goods or services it needs, including eligible construction services.
Virtual Private Network (VPN)	VPN is a method employing encryption to provide secure access to a remote computer over the internet.

Term	Definition
Voice Over Internet Protocol (VoIP)	VoIP is technology that allows you to make voice calls using a broadband internet connection instead of a regular (or analog) phone line.
Web Content Accessibility Guidelines (WCAG 2.0)	WCAG are guidelines that are categorized into three levels of conformance in order to meet the needs of different groups and different situations: A (lowest), AA (mid-range), and AAA (highest). Conformance at higher levels indicates conformance at lower levels.
Web Content Management (WCM)	WCM is the utilization of a content management system is a set of tools that provides an organization with a way to manage digital information on a website through creating and maintaining content without prior knowledge of web programming or markup languages.
Web Services Description Language (WSDL)	WSDL is an XML-based interface definition language that is used for describing the functionality offered by a web service.
What You See is What You Get (WYSIWYG)	WYSIWYG is representation of text on screen in a form exactly corresponding to its appearance on a printout.
Wide Area Network (WAN)	WAN is a network that exists over a large-scale geographical area.
Work Breakdown Structure (WBS)	WBS is a hierarchy designed to organize, define, and display all the work that must be performed to accomplish the objectives of a project.
Workgroup for Electronic Data Interchange (WEDI)	WEDI is a nonprofit organization that focuses on the use of health information technology to improve healthcare information exchange to enhance the quality and efficiency of care and reduce costs.
World Health Organization (WHO)	WHO is a specialized agency of the United Nations that is concerned with international public health.
Worldwide Web Consortium (W3C)	W3C is an international community that develops open standards to ensure the long-term growth of the web.
X12	X12 is a standards development organization accredited by ANSI for inter-industry electronic exchange of business transactions.