



Department of
Job and Family Services

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

August 20, 2013

Dear Vendor:

The Ohio Department of Medicaid (ODM), in partnership with the Ohio Department of Job and Family Services (ODJFS), announces the release of a Request for Letterhead Bids (RLB), identified as R-1415-07-8067, to competitively select one qualified statistician who will provide statistical sampling and analysis of Medicaid providers' paid claims, using established criteria and make statistically valid projections of overpayments to individual Medicaid providers' population of claims being audited. The selected statistician will be required to document the methods used (including any stratifications), compile initial and final statistical reports, and serve as an expert witness to give professional testimony for any administrative hearings or litigation related to the work to be performed under this contract award.

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

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

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

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

Sincerely,

Jay Easterling
Deputy Director
Contracts and Acquisitions

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

An Equal Opportunity Employer and Service Provider



Department of
Job and Family Services

John R. Kasich, Governor

Michael B. Colbert, Director

Ohio Department of Job and Family Services
on behalf of
The Ohio Department of Medicaid

Request for Letterhead Bids (RLB)
RLB#: JFSR-1415-07-8067

SURS Statistician Services

I. Purpose

The Ohio Department of Medicaid (ODM), in conjunction with The Ohio Department of Job and Family Services (ODJFS), is soliciting bids to identify one qualified statistician who will provide statistical sampling and analysis of Medicaid providers' paid claims, using established criteria and will make statistically valid projections of overpayments to individual Medicaid providers' population of claims being audited. The selected statistician will be required to document the methods used (including any stratifications), compile initial and final statistical reports, and serve as an expert witness to give professional testimony for any administrative hearings or litigation related to the work to be performed under this contract award. This Request for Letterhead Bids (RLB) is a competitive opportunity released by ODJFS on behalf of ODM, and the subsequent contract expected to result from this RLB process will be a contract between the vendor and ODM.

ODM (which may also be referred to in this RLB as 'the Department') will designate a staff member from the Surveillance and Utilization Review Section (SURS) as the ODM Contract Manager to provide ongoing supervision of the contractor selected through this RLB. The contract period for this project is expected to run to June 30, 2015. There is a possibility of a contract renewal past that end date to accommodate any continuing need for the contractor's testimony at administrative hearings over the audits performed.

ODJFS and ODM anticipate awarding this contract to one qualified individual, but an organization may submit a proposal and could be selected for the award of the contract if that organization proposes to provide the professional services of one specific, fully qualified statistician who will be available to ODM throughout the life of the contract. Whether submitted by an individual acting on his or her own behalf, or an organization offering to provide a qualified statistician, the proposal will be evaluated on the strength of the proposed statistician's qualifications as demonstrated in the proposal.

ODJFS and ODM will only accept proposals from vendors that demonstrate their capability of providing services as described in this RLB. The Department succeeded the Ohio Office of Medical Assistance (OMA) as a matter of law on July 1, 2013. Business commenced but not completed on July 1, 2013 by OMA shall be completed by ODM in the same manner, and with the same effect, as if completed by OMA. Accordingly, any reference to OMA in this RLB shall be deemed to refer to ODM on and after July 1, 2013.

Within this RLB, use of the terms, 'the State' and 'ODJFS/ODM' may be used interchangeably in reference to the collaboration between ODM and ODJFS for purposes of selecting and contracting with a vendor for the work described in this RLB. References to either agency individually indicate a situation in which the named agency holds primary responsibility. For the purpose of this RLB, the term "vendor" refers to an individual or organization interested in this opportunity. The term "contractor" is used in reference to the successful vendor selected through this RLB for contract award. The terms "proposals" and "bids" may be used interchangeably to refer to vendors' responses to this RLB.

The State is under no obligation to enter into a contract with any vendor as a result of this solicitation, if, in its opinion, none of the proposals received are responsive to the objectives and needs of the Department. ODJFS/ODM reserves the right to not select any vendor should the Department decide for any reason not to proceed. Changes in this RLB of a material nature will be provided on the procurement web page dedicated to this competitive opportunity. All vendors are responsible for obtaining any such changes without further notice by the State.

II. Time and Date of Submission

Organizations, companies, firms, or individuals who are interested in submitting letterhead bids must make their submission not later than **3:00 p.m. Eastern (local) Time on Thursday, September 19, 2013**. Faxes will not be accepted. Bids must be addressed to:

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

The Office of Contracts and Acquisitions (OCA) will accept proposals at any time during normal State business hours prior to the posted submission deadline (date and time). For hand delivery on the due date, vendors are to allow sufficient time for downtown parking considerations, as well as for security checks at both the lobby of the Rhodes State Office Tower (address as stated above) and again on the 31st Floor. All bids received on the due date will be accepted by the OCA on the 31st Floor of the Rhodes Tower. **The State is not responsible for any bids delivered to any address other than the address provided above.**

All submissions must be received, complete, by mail or hand delivery by the above date and time. Materials received after the submission deadline date will not be added to previous submissions, nor be considered. No confirmations of mailed bids received can be provided.

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

III. Anticipated Procurement and Project Timetable

August 20, 2013	ODJFS/ODM Release RLB to Potential vendors on the DAS and ODJFS Websites; Q&A Period Opens - Vendors may submit inquiries for RLB clarification
September 3, 2013	Vendor Q&A Period closes for inquiries for RLB clarification - No further inquiries will be accepted
September 5, 2013	ODJFS/ODM post Final Vendor Questions & Answers on DAS website
3:00 P.M., (local time) Thursday, September 19, 2013	Vendor proposals must be received by the ODJFS Office of Contracts and Acquisitions by this deadline. - This is the proposal opening date, beginning the State’s process of proposal review. LATE PROPOSALS WILL NOT BE CONSIDERED. NO EXCEPTIONS WILL BE MADE.
September 30, 2013	ODJFS/ODM Issues Vendor Selection Notification Letter (estimated)
November 18, 2013	Controlling Board Review Date, estimated (if required)
November 22, 2013	Contract effective date/Purchase Order approval – work may not begin until a state Purchase Order has been fully approved by OBM. (ESTIMATED DATE)
June 30, 2015	All primary project work must be completed.

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

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

IV. Internet Question and Answer Period; RLB Clarification Opportunity

Potential vendors or other interested parties may ask clarifying questions regarding this RLB via the Internet during the Q&A Period as outlined in Section III, Anticipated Procurement and Project Timetable. To ask a question, potential vendors must use the following Internet process:

- * Access the ODJFS Web Page at <http://jfs.ohio.gov/>
- * Select “Doing Business with ODJFS” from the bottom of the page;
- * Select “RFP’s” from the left side column;
- * Select RLB Number *JFSR1415078067* from the list of competitive opportunities;
- * Follow the link to the dedicated web page;
- * Select “Submit Inquiry” near the bottom of the web page;
- * Follow instructions there for submitting questions; or, to view posted questions and answers,
- * Select “View Q and A” near the bottom of the web page.

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

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

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

Vendor proposals in response to this RLB are to take into account any information communicated by ODJFS/ODM in the Q&A process for the RLB. **It is the responsibility of all potential vendors to check this site on a regular basis for responses to all questions, as well as for any amendments, alerts, or other pertinent information regarding this RLB.** Accessibility to questions and answers are clearly identified on the website dedicated to this RLB **once submitted questions have been answered.**

Requests for copies of previous RLBs, past vendor proposals, score sheets or contracts for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RLB. The State will only answer those questions submitted within the established time period for the Vendor Q&A process (see Section III, Anticipated Procurement Timetable, above), and which pertain to issues of RLB clarity, and which are not requests for public records. The State is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

V. Qualifications

In order to be considered for this project, interested vendors must meet all the following minimum mandatory qualifications; additionally, vendor proposals are to address the organizational and/or staff experience and capabilities as described in this Section.

1. Mandatory Vendor Qualifications

A resume or curriculum vitae (CV) must be included in the vendor's proposal to document the proposed statistician's qualifications. In order to be considered for the project described in this RLB, the proposed statistician **must** meet, at minimum, **all** the following qualification requirements:

- A. Completion of an undergraduate core program in mathematics, statistics, or a related field;
- B. A minimum of five years of experience in the extrapolation of payment errors and statistical sampling in the Health Care Industry;
- C. A minimum of five years of experience in the use of advanced statistical programs such as Statistical Analytics Software (SAS), Statistical Package for the Social Sciences (SPSS), Predictive Analytics Software (PASW); and,
- D. Experience in providing expert witness testimony in civil and/or criminal cases as it relates to sampling methodologies.

Vendors failing to meet any of the above four experience and qualifications requirements (items A., B., C., and D.) will be disqualified from further consideration for award. Additionally, proposals must be received by ODJFS on behalf of ODM before the deadline specified in Section III, Anticipated Procurement and Project Timetable, in order to be considered. Further mandatory requirements are specified on the Technical Proposal Score Sheet (provided as Attachment C) as Phase I criteria. Failure by a vendor to fully comply with any of those mandatory requirements will result in that vendor's disqualification.

2. Statistician's Experience and Capabilities

Those proposals that at minimum meet all the mandatory requirements identified in Section V, 1., above, will then be evaluated on the quality and extent of the proposed statistician's professional experience and capabilities. Proposals must include the statistician's resume or curriculum vitae, as well as a narrative description of the statistician's experience and capabilities. Using those documents and any other evidence provided, each such proposal will be scored on the extent and quality of the proposed statistician's professional expertise, as measured by the following:

- A. An education in mathematics, statistics, or a related field;

- B. Five (5) years of experience in the extrapolation of payment errors and statistical sampling in the Health Care Industry;
- C. Experience in the use of advanced statistical programs (e.g., SAS, SPSS, PASW); and,
- D. Experience in providing expert witness testimony in civil and/or criminal cases as it relates to sampling methodologies.

Proposals submitted by an organization must propose one statistician who will be available for the duration of the contract. In addition to a resume or CV documenting that the proposed statistician possesses qualifications and experience at least equal to these minimum standards, the proposal must also include a brief narrative explaining the quality and extent of the statistician's experience and qualifications. This narrative should include information on the types of professional experience the proposed individual has had, and discuss how that experience is comparable to the work described in this RLB.

Following execution of the contract, if a need to replace the assigned statistician should arise, ODM must be first notified of that need for a personnel change, and must approve the proposed replacement statistician before any changes can be made.

Sensitive Personal Information: It is the affirmative responsibility of the vendor submitting a proposal to remove all personal confidential information (such as social security numbers, home addresses and personal telephone numbers) of vendor staff and/or of any subcontractor and subcontractor staff from resumes or any other part of the proposal package. All proposals submitted to the State may be subject to public records laws. **ODJFS/ODM reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information.**

VI. Scope of Work

The contractor selected through this RLB process will be responsible for, at minimum:

- The creation of a valid statistical sample based upon Medicaid providers' paid claims universe for a given service code for a given time period.
- After the sample has been determined by the statistician and tested by the auditors, the statistician will be responsible for analyzing the sample results to ensure the sample has the appropriate confidence and precision levels for projection (95% confidence level with a precision level of +/- 10%) and remains a valid statistical sample whose results can be used to extrapolate an overpayment amount to the Medicaid provider's claims population under review.
- A final dollar calculation of the overpayment for the sampled Medicaid provider that is projected to the predefined Medicaid provider's universe of claims.
- Testifying at any administrative or court hearings to defend the work on, and results of the valid statistical sample and the projection of overpayments to the Medicaid provider's tested universe of Medicaid paid claims.

The contractor will be required to:

- Attend a planning meeting within two weeks of a sampling request (targeted time frame, subject to revision as agreed upon by ODM and the contractor).
- Complete the sample(s) selection within two weeks of each planning meeting (targeted time frame, subject to revision as agreed upon by ODM and the contractor).
- Complete the overpayment estimation within two weeks of receiving the sampling results (targeted time frame, subject to revision as agreed upon by ODM and the contractor).

The actual work volume assigned to the statistician for a given period of time will be dependent upon the total ODM work volume, which may vary periodically, and is at the discretion of ODM. The contractor will be required to comply with requirements and guidelines set forth in HIPAA to ensure all protected health information is kept secured and confidential at all times.

In order to demonstrate to ODJFS/ODM the vendor's proposed approach to the work to be performed for this project, the vendor's proposal must include a detailed description of a scenario in which a valid statistical sample was selected for the purpose of determining if a health care provider was overpaid and how the results of that sample were projected to the universe of paid medical claims. Any stratifications included in the sampling plan are to be described. The description must also include methods for completing the final projection of the sample and all statistical variables involved including confidence and precision levels. This scenario will be evaluated by the State and used in the selection of the statistician who will perform the work.

VII. Specifications of Deliverables

The contracted services shall include the following six deliverables:

1. Collaboratively with ODM, determine the scope and approach of the audit. The collaboration will involve ODM reviewing a Medicaid provider's paid claims documentation to determine if an overpayment has occurred. This will include the contractor generating a statistically valid random sample of the claims population. ODM staff will evaluate the pilot sample results based on the determination of scope and approach. The results of the pilot sample will be forwarded to the statistician to enable him or her to determine the additional sample size (if any) and the specific claims that need to be tested in order to obtain a statistically valid sample for the purpose of projecting any possible overpayment amount made to the Medicaid provider claim universe subject to audit. This would include time for determining the sample, submitting initial sample results to ODM, and having discussions on how the pilot sample was established in order to complete the initial sample results.
2. The sampling plan must describe any stratifications. The description must also include methods for completing the final projection of the sample and all statistical variables involved including confidence and precision levels.

3. The sample results may change based upon receipt by ODM of additional supporting documentation provided to the auditors by the Medicaid provider. If this occurs, the statistician will be required to complete additional work based upon the changes in the sample results, as determined by ODM, which affect the final calculation of the overpayment projection.
4. A final projection of any Medicaid overpayments made to the provider's universe of claims subject to audit based on the testing results of the statistically valid sample as reported by ODM. This should be completed within two weeks of receiving the sample results from ODM with an electronic file that contains all relevant statistical variables for each stratification under audit.
5. Preparatory work which may include meeting with ODM Legal Council, depositions and production of documentation to be completed in advance of a Chapter 119 administrative hearing or court case.
6. Professional testimony at Chapter 119 administrative hearings or court cases. **NOTE: There is the possibility of the selected vendor being called to testify at administrative hearings after the contract's conclusion date, based on work performed during the contract period.**

VIII. Vendor Compensation

The contractor will be compensated for each of the deliverables as defined in Section VII, above, as follows:

Deliverable 1: Upon full and satisfactory completion.

Deliverable 2: Upon full and satisfactory completion.

Deliverable 3: Upon full and satisfactory completion.

Deliverable 4: Per hour for additional work.

Deliverable 5: Per hour for hearing or litigation preparation.

Deliverable 6: Per hour of testifying. (Billable hours may begin one-quarter hour prior to the arrival time specified to the contractor by ODM. Travel time to or from the administrative hearing may not be billed. Failure to appear at any such hearing without providing appropriate notice to ODM may, at ODM discretion, result in financial penalties.)

Bi-weekly or monthly invoicing will be required of the contractor for all work performed in the billing period.

On the Cost Proposal Form (provided as Attachment D to this RLB), vendors are to propose their firm, fixed, all-inclusive cost for each deliverable. The proposed prices for deliverables one, two and three are

to represent the entire cost the vendor offers for the full and successful completion of each of those deliverables. The proposed prices for deliverables four, five and six will be hourly rates for the statistician's professional services.

Vendors are to use their business expertise in pricing the work described in this RLB, taking into consideration any intervening steps or activities that must be performed in order to complete the work, and offer their costs accordingly, even if ODM does not explicitly identify those intervening costs in this RLB. No separate travel expenses or any other type of expenses will be paid under the contract to result from this RLB.

IX. Format of Submission

To be accepted and forwarded to the ODJFS/ODM Proposal Review Team (PRT), the vendor's proposal must include both a technical proposal and a separately sealed cost proposal, as follows:

- Technical Proposal. One original and four (4) copies of the technical proposal labeled: **"TECHNICAL PROPOSAL ENCLOSED FOR SURS STATISTICIAN SERVICES PROJECT, RLB#: R-1415-07-8067 SUBMITTED BY (VENDOR NAME AND DATE OF SUBMISSION)."**
- One non-rewritable CD-ROM containing a copy of the entire technical proposal labeled: **"CD-ROM FOR SURS STATISTICIAN SERVICES PROJECT, RLB#: R-1415-07-8067 SUBMITTED BY (VENDOR NAME AND DATE OF SUBMISSION)."** The requested CD will be used by the State for storage/archiving purposes and for Public Records Requests only.
- Cost Proposal. One original and four (4) copies of the cost proposal must be submitted in a separate, sealed envelope labeled: **"COST PROPOSAL ENCLOSED FOR SURS STATISTICIAN SERVICES, RLB#: R-1415-07-8067 SUBMITTED BY (VENDOR NAME AND DATE OF SUBMISSION)."** **The sealed cost proposal must also include one non-rewritable CD-ROM** containing a copy of the entire cost proposal.

The vendor's technical proposal shall contain all the information as specified for each component listed below. It is mandatory that vendor proposals be organized in the following order. Any other information thought to be relevant, but not applicable to a specific RLB section number/letter must be provided as an appendix to the proposal and so marked as an additional tab. The State reserves the right not to review submitted appendices which include information or materials that were not required in the RLB. However, the proposal will be scored on the relevancy to the stated responsibilities as well as the conciseness, clarity, flow, and neatness of the information presented. A proposal which is incomplete, vague, unjustifiably wordy, unclear, or poorly organized may not be successful.

1. Technical Proposal Organization

Tab 1: Forms and Certifications

Vendors submitting proposals must include a completed "Required Vendor Information and Certifications," which also includes one required attestation identified as the "Location of Business Form" (provided as Attachment A). The vendor must provide originals of this document, signed in blue ink by an authorized vendor representative, in this part of the technical proposal

packet. **Failure to include required certifications and attestations will result in the vendor's disqualification.**

Tab 2: Vendor Qualifications

The vendor proposal must include all documents and information as outlined in Section V, Qualifications, demonstrating how the vendor and its staff meet the requirements, specifically:

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

Sub-Tab 2b. Statistician's Experience & Capabilities (Section A through D)

Tab 3: Scope of Work and Specifications of Deliverables

The proposal must describe in detail, on company letterhead, how the vendor proposes to address the Scope of Work and Specifications of Deliverables as specified in Section VI and VII. This tab must include the vendor's description of a scenario as explained in Section VI. The information provided in Tab 3 will be evaluated for the vendor's professional expertise, accuracy, and thoroughness of its approach to the work, and the degree to which it indicates the vendor's likelihood of success if awarded the contract for the work described in this RLB.

Tab4: Vendor Attachments or Appendices - If or as needed, only.

All pages in the technical proposal (with the exception of Tab 1 contents) shall be sequentially numbered either per tab or for the document as a whole.

2. Cost Proposal/Budget Organization

On the Cost Proposal Form (provided as Attachment D to this RLB), vendors are to propose their firm, fixed, all-inclusive cost for each deliverable. The proposed prices for Deliverables three, four, and five will be hourly rates for the statistician's professional services.

Vendor proposals must be prepared and submitted in accordance with instructions found in this Section.

Proposals MUST be received by ODJFS complete no later than 3:00 p.m., local time on **September 19, 2013**. Submission of a proposal indicates acceptance of the conditions contained in this RLB, unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the State and the vendor.

X. Selection Process

All proposals will be reviewed and scored by a Proposal Review Team (PRT) comprised of state staff. Vendors should not assume that the review team members are familiar with any current or past work activities with ODJFS/ODM. Proposals containing assumptions, lack of sufficient detail, poor organization, lack of proofreading, and unnecessary self-promotional claims will be evaluated accordingly. PRT members are required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and contractor selection process. The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The PRT may waive minor defects that are not material when no prejudice will result to the rights of any vendor or to the public.

In scoring the proposals, the State will score in three phases: Phase I—Initial Qualifying Criteria, Phase II—Scoring of the Technical Proposal, and Phase III—Consideration of Proposed Cost. In addition, the PRT may, at its option, elect to conduct interviews as part of the process, and the State may seek vendors’ last and final offers of pricing prior to final selection of a vendor for this project. All score criteria are presented in the Technical Proposal Score Sheet, which is provided as Attachment C to this RLB.

A. Phase I Review—Initial Qualifying Criteria:

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

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

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

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

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

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

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

The State may, at its sole discretion, negotiate with all technically qualifying vendors for a revised cost proposal. Vendors may then submit one last and best offer, or may request that the State view its original cost proposal as its last and best offer, or may formally withdraw from further consideration, and shall formally indicate its choice according to directions provided by the State at that time. Upon receipt of all last and best offers, ODJFS/ODM will then consider those vendors’ revised cost proposals which are within the

budget according to the process described in this section above, and in the Technical Proposal Score Sheet, **Attachment C**, for vendor selection purposes.

DISQUALIFIERS FOR PROPOSAL ERRORS:

- Any vendor's technical proposal found to contain any prohibited cost information shall be disqualified from consideration. Cost information is defined as any dollar amounts which might be deemed to be indicative of the relative cost or economy of the proposed project. Information on the assets, value, or historical business volume of the vendor is NOT considered to be such prohibited cost information, and MAY be included in any vendor's technical proposal as information on business capacity and stability. All prohibited cost information must be submitted with the separate, sealed cost proposal. The technical proposal is defined as any part of the vendor's proposal (either as required by ODJFS/ODM or sent at vendor's discretion), such as work plan, resumes, letters of recommendation, letters of cooperation from any subcontractors, etc., which is not specifically identified by ODJFS/ODM as a required component of the separate, sealed cost proposal. Should a vendor determine to include in the technical proposal any documents which contain such cost information, the cost information in those documents must be made unreadable by the vendor before submission of the proposal to ODJFS. Failure to follow these instructions will result in disqualification.
- Any trade secret, proprietary, or confidential information (as defined in Section XI, 5. of this RLB) found anywhere in a vendor's proposal shall result in immediate disqualification of that vendor's proposal.
- Any sensitive personal information on vendor or sub-contract staff (e.g., social security numbers, addresses) must be omitted from vendor proposals, or rendered fully unreadable, or the State may at its option disqualify the vendor from any consideration.

XI. RLB Process Information and Other Contractual Requirements:

1. State Contracts

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

2. Interview

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

3. Start Work Date

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

4. Proposal Costs

Costs incurred in the preparation of this proposal are to be borne by the vendor, and the State will not contribute in any way to the costs of the preparation. Any costs associated with interviews will be borne by the vendor and will not be the State's responsibility (see Section XI, 2.).

5. Trade Secrets Prohibition; Public Information Disclaimer

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

All proposals and any other documents submitted to ODJFS/ODM in response to any RFP, RLB, etc., shall become the property of ODJFS/ODM. This RLB and, after the selection of a vendor for award, any proposals submitted in response to an RFP/RLB may be deemed public records pursuant to R.C. 149.43. For purposes of this section, the term "proposal" shall mean both the technical proposal (or application or other response documentation) and the cost proposal, if opened, submitted by the selected vendor/applicant, and any attachments, addenda, appendices, or sample products.

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

6. Contractual Requirements

Any contract resulting from the issuance of this solicitation is subject to the terms and conditions as provided in the model contract, which is provided as Attachment B to this RLB. Potential vendors are strongly encouraged to read the model contract to be fully aware of all ODJFS/ODM contractual requirements.

7. Travel and Parking Expense Reimbursement

No travel or parking expenses, nor any other expenses, will be covered.

8. Public Release of Records

Public release of any evaluation or monitoring reports funded under this contract will be made only by the State.

9. Confidentiality

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

10. Ethical & Conflict of Interest Requirements

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

11. Unresolved Findings for Recovery (R.C. 9.24)

Ohio Revised Code Section 9.24 prohibits the State from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery if the finding for recovery is “unresolved” at the time of award. By submitting a proposal, the vendor warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under R.C. 9.24 prior to the award of any contract or business agreement arising out of this RLB, without notifying ODJFS/ODM of such finding. ODJFS/ODM will review the Auditor of State’s website prior to the evaluations of any proposal submitted pursuant to this RLB. ODJFS/ODM will not evaluate a proposal from any vendor whose name, or the name of any of the subcontractors proposed by the vendor, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

12. Mandatory Contract Performance Disclosure

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

13. Mandatory Disclosures of Governmental Investigations

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

14. Vendor Selection Restriction

Any vendor deemed not responsible, or submitting a proposal deemed not to be responsive to the terms of this RLB, shall not be selected for this project.

15. Waiver of Minor Proposal Errors

ODJFS/ODM may, at their sole discretion, waive minor errors or omissions in proposals, bids, and/or forms when those errors do not unreasonably obscure the meaning of the content. Additionally, the State reserves the right to request clarifications or completions from vendors to any information in their proposals, bids, and/or forms, and may request such clarification as it deems necessary at any point in the proposal/bid review process.

16. Combating Trafficking in Persons

Any contractor doing business with the State must be in compliance with the Federal Acquisition Regulation (FAR) for Combating 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, will be incorporated into the resulting ODM contract by reference. Additional information on identifying Human Trafficking may be found at: <http://powerhost.powerstream.net/008/00153/HumanTrafficking.wmv>.

XII. Health Insurance Portability & Accessibility Act (HIPAA) Requirements

As a condition of doing business with the State, the contractor, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and the implementing regulations at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the contractor from or on behalf of the State that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR164.501 and any amendments thereto.

In the event of a material breach of vendor obligations under this section, the State may at its option terminate the contract.

XIII. Caveat

The State is under no obligation to issue a contract as a result of this or any solicitation if, in the opinion of the State and the proposal review team, none of the proposals are responsive to the objectives and needs of the Department. The State reserves the right not to select any vendor should ODJFS decide not to proceed. Changes in this RFP of a material nature will be provided via the agency website. All vendors are responsible for obtaining any such changes without further notice by ODJFS. After issuance of an award letter, the State reserves the right to rescind the award and choose the next most responsive vendor, if the State and the recommended vendor are unable to come to a mutually acceptable contractual agreement.

XIV. Communications Prohibitions

From the issuance date of the RLB, until a contract is in effect, there may be no communications concerning the RLB between any interested potential vendor and any employee of ODJFS/ODM in the issuing office, or any other ODJFS/ODM employee, or any other individual regardless of their employment status, who is in any way involved in the development of the RLB or in the decision resulting from a formal procurement.

The only exceptions to this prohibition are as follows:

1. As necessary in the case of any pre-existing business relationship between ODJFS/ODM and a vendor which could potentially respond to this RLB, in order to conduct that business;
2. As part of an interview necessary for ODJFS/ODM to make a vendor selection decision;
3. If it becomes necessary to revise any part of this RLB, revisions will be posted on the ODJFS web page established for this RLB; and
4. Any Public Records Request (PRR) made through the ODJFS Office of Legal and Acquisition Services and/or any comparable division of ODM.

Requests from potential vendors or contractors for copies of previous RLBs, past vendor proposals, score sheets or contracts for this or similar past projects, are Public Information Requests (PRRs), and are not clarification questions regarding the present RLB. PRRs, submitted in accordance with directions provided in this Section XIV, Communications Prohibitions, will be honored. The posted time frames for ODJFS/ODM responses to Internet questions for RLB clarification do not apply to PRRs.

* Important Note: Amendments to the RLB or to any documents related to it will be accessible to interested vendors through the original ODJFS website established for the RLB. All interested vendors are strongly encouraged to refer to the appropriate website regularly for amendments or other announcements. Failure on the part of ODJFS/ODM to notify any vendors of any possible changes or announcements related to this RLB does not absolve the vendors from their responsibility to look for updated information through the web page.

Proposals submitted by a vendor who attempts any communications prohibited by this Section may be disqualified by the State from consideration for this project. ODJFS/ODM is not responsible for the accuracy of any information regarding this RLB that was obtained or gathered through a source other than the Question and Answer process described in this RLB.

XV. Protests

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

1. A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this solicitation. The protest shall be in writing and shall contain the following information:
 - a. The name, address, and telephone number of the protestor;
 - b. The name and number of the solicitation being protested;

- c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 - d. A request for a ruling by ODJFS;
 - e. A statement as to the form of relief requested from ODJFS/ODM; and
 - f. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
2. A timely protest shall be considered by ODJFS, if it is received by the ODJFS Office of Contracts and Acquisitions, within the following periods:
 - a. A protest based on alleged improprieties in the issuance of the RLB or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. the closing date for receipt of proposals, as specified in Section III, Anticipated Procurement and Project Timetable, of this RLB.
 - b. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of eighth (8th) business day after the issuance of formal letters sent to all responding vendors regarding the State's intent to make the award. The date on these ODJFS letters to responding vendors is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.
3. An untimely protest may be considered by ODJFS if it determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by the ODJFS Office of Contracts and Acquisitions after the time periods set forth in Item #2 of this section.
4. All protests must be filed at the following location:

Deputy Director
ODJFS Office of Contracts and Acquisitions
30 East Broad Street, 31st Floor
Columbus, Ohio 43215
5. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the State determines that a delay will severely disadvantage the Department. The vendor(s) who would have been awarded the contract(s) shall be notified of the receipt of the protest, as the protest may result in a change in the agency's announced intent to award the contract(s).
6. The ODJFS Office of Contracts and Acquisitions shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

SECTION XVI. ATTACHMENTS AND APPENDICES

- A. Required Vendor Information and Certifications and Location of Business Form** (*To be completed & included in proposal packet as specified in Sec. IX, A.*)
- B. The State's Model Contract**
- C. Technical Proposal Score Sheet** (*For vendor self-evaluation purposes...do not submit*)
- D. Cost Proposal Form** (*To be completed & included in cost proposal packet as specified in Sec. IX, B.*)

Thank you for your interest in this project.

Attachment A

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

Section I – Required Vendor Information

Section II - Location of Business Form

Attachment A—Section I.

REQUIRED VENDOR INFORMATION and CERTIFICATIONS

Purpose: ODJFS requires the following information on vendors who submit proposals or bids in response to any ODJFS Requests for Proposals (RFPs) or Requests for Letterhead Bids (RLBs), in order to facilitate the development of the

contract (or finalization of a purchase) with the selected vendor. ODJFS reserves the right to reject your proposal if you fail to provide this information fully, accurately, and by the deadline set by ODJFS. Further, some of this information (as identified below) **must** be provided in order for ODJFS to accept and consider your proposal\bid. **Failure to provide such required information will result in your proposal’s immediate disqualification.**

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

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

Vendors must provide all information

1. ODJFS RFP/RLB #:	2. Proposal Due Date:
3. Vendor Name: (legal name of the vendor – person or organization – to whom contract\purchase payments would be made)	
3a. Vendor’s Ohio Administrative Knowledge System (OAKS) ID#: [Vendors may apply for an OAKS vendor ID# at: http://ohiosharedservices.ohio.gov/Vendors.aspx . The necessary forms to be completed and remitted to Ohio Shared Services are the Vendor Information Form (OBM-5657) and the IRS Form W-9. Completion and/or submission of these forms to Ohio Shared Services <u>does not</u> assume a vendor/applicant award of any ODJFS contract/grant.]	
4. Vendor Corporate Address:	5. Vendor Remittance Address: (or “same” if same as Item # 5)
<p>6. Print or type information on the vendor representative/contact person <u>authorized to answer questions on the proposal\bid:</u></p> <p>Vendor Representative NAME and TITLE: Address:</p> <p>E-Mail Address: Phone #: _____ Fax #: _____</p>	
<p>7. Print or type the name of the vendor representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function):</p> <p>Vendor Representative NAME and TITLE: Address:</p> <p>E-Mail Address: Phone #: _____ Fax #: _____</p>	
<p>8. Is this vendor an Ohio certified MBE? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, attach a copy of current certification to proposal\bid. (IF ODJFS has specified the RFP\RLB\purchase document as an opportunity open exclusively to Ohio Certified MBEs, then failure to attach a copy of current certification WILL RESULT IN DISQUALIFICATION.)</p>	

9. Mandatory Vendor Certifications:

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

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

AND

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

AND

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____

Work To Be _____

Performed: _____

(a brief description) _____

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

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

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

C. Identify all state contracts which the vendor has had approved by the Controlling Board since the beginning of the last fiscal year (i.e., since July 01, 2011) through this fiscal year to date. Also include contracts approved for ODJFS or institutions of higher education:

Total number of contracts: _____

For each state contract, list the state agency and provide the following information:

State Agency/Educational Institution: _____
Contract Dollar Amount: _____

State Agency/Educational Institution: _____
Contract Dollar Amount: _____

State Agency/Educational Institution: _____
Contract Dollar Amount: _____

Attach additional pages if needed

11. Vendor and Grantee Ethics Certification

As a vendor or grantee doing business with* or receiving grants from the State of Ohio, I certify on behalf of _____ (name of vendor or grantee):

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

(2) I acknowledge that failure to comply with this certification, is, by itself, grounds for termination of this contract or grant with the State of Ohio.

Signature of authorized agent

Date

*"Doing business with" includes all contracts for goods and services, excluding purchases made using the State of Ohio's Payment Card Program that cost less than \$1,000.

12. I have read the ODJFS Model Contract attached to the RFP/RLB, and if awarded a contract, I will not ____ (or) I will ____ request changes to the standard language, and have marked the requested changes and returned the model document with this proposal for consideration by ODJFS. (If so, ODJFS will review those requested changes if you are the selected vendor. All requested changes to model contract language are subject to ODJFS approval.) (NOTE: Item 13 is not applicable and not required when the subject ODJFS procurement opportunity is offered only to State Term Schedule Vendors.)

13. I _____, (vendor representative in Item # 7) hereby affirm that this proposal accurately represents the capabilities and qualifications of _____ (vendor's name), and I hereby affirm that the cost(s) bid to ODJFS for the performance of services and/or provision of goods covered in this proposal in response to the ODJFS RFP/RLB/other purchase opportunity is a firm fixed price, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal\bid.)

14. Location of Business Declaration: Vendors responding to any ODJFS RFP/RLB/RFGA (etc.) must certify that no public funds shall be spent on services provided/performed offshore by completing, signing, and returning the "Location of Business Form," which is the final section of this attachment. **FAILURE TO PROPERLY COMPLETE, SIGN AND RETURN THIS FORM, INCLUDING THE "LOCATION OF BUSINESS FORM," WILL RESULT IN DISQUALIFICATION OF THE VENDOR FROM CONSIDERATION FOR AWARD OF AN ODJFS CONTRACT.**

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

Attachment A—Section II.

Location of Business Form

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

1. Principal location of business of Contractor:

(Address) (City, State, Zip)

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

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address) (City, State, Zip)

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

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

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

(Address) (Address, City, State, Zip)

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

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

Signature

Date

Entity Name

Address (Principal place of business)

Printed name of individual authorized
to sign on behalf of entity

City, State, Zip

**OHIO DEPARTMENT OF MEDICAID
CONTRACT FOR SERVICES**

C-1415-00-0000

RECITALS:

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

- A. ODM, through the Ohio Department of Job and Family Services (ODJFS) issued a Request for Proposal (RFP) titled _____, numbered _____, and dated _____, which is hereby incorporated by reference.
- B. The ODM/ODJFS proposal review team recommended for award the Proposal submitted by CONTRACTOR on [DATE] which is hereby incorporated by reference.
- C. In the event of any inconsistency or ambiguity between the provisions of the RFP, the Proposal, or this Contract, the provisions of this Contract will determine the obligations of the parties. In the event that this Contract fails to clarify any inconsistency or ambiguity between the RFP and the Proposal, the RFP will determine the obligations of the parties. In the event of a disputed issue that is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve this dispute in keeping with the objectives of this Contract and the budgetary and statutory constraints of ODM.

ARTICLE I. PURPOSE; DELIVERABLES

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

INSERT DELIVERABLES

- B. The ODM Contract Manager is **ODM Contract Manager**.
- C. The ODM Contract Manager may periodically communicate specific requests and instructions to CONTRACTOR concerning the performance of the Deliverables described in this Contract. CONTRACTOR agrees to comply with any requests or instructions to the satisfaction of ODM within ten business days after CONTRACTOR's receipt of the requests or instructions. ODM and CONTRACTOR expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Deliverables described in this Contract, and are not intended to amend or alter this Contract in any way. If CONTRACTOR believes that any requests or instructions would materially alter the terms and conditions of this Contract or the compensation stated hereunder, CONTRACTOR will immediately notify ODM pursuant to the notice provision of this Contract. CONTRACTOR agrees to consult with the ODM Contract Manager as necessary to ensure understanding of the Deliverables and the successful completion thereof.
- D. Ownership of Deliverables:
 - 1. All Deliverables provided by CONTRACTOR under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of ODM, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. CONTRACTOR will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for ODM and CONTRACTOR to use such copyrighted matter in the manner provided herein. CONTRACTOR agrees that all Deliverables will be made freely available to the public unless ODM determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure. **IF THIS SECTION IS MODIFIED ALSO MODIFY ART. VI(A)**

2. All Deliverables provided or produced pursuant to this Contract will be considered "works made for hire" within the meaning of copyright laws of the United States and the State of Ohio. ODM is and will be deemed sole author of the Deliverables and sole owner of all rights therein. If any portion of the Deliverables is deemed not a "work made for hire," or if there are any rights in the Deliverables not conveyed to ODM, CONTRACTOR agrees to, and by executing this Contract does, assign ODM all worldwide rights, title, and interest in and to the Deliverables. ODM acknowledges that its sole ownership of the Deliverables under this Contract does not affect CONTRACTOR's right to use general concepts, algorithms, programming techniques, methodologies, or technology that CONTRACTOR developed prior to or as a result of this Contract or that are generally known and available.
3. CONTRACTOR understands that it must submit a written request to ODM and receive express written permission from ODM to include any of its own pre-existing, proprietary materials in any of the Deliverables under this Contract. ODM's approval of the inclusion of pre-existing, proprietary materials is predicated on CONTRACTOR granting to ODM and the State of Ohio a worldwide, non-exclusive, perpetual, royalty-free license to use, modify, sell, and otherwise distribute all such materials that are included in the Deliverables under this Contract. Upon request by CONTRACTOR, ODM will incorporate into any future copies of the Deliverables under this Contract any proprietary notice(s) CONTRACTOR may reasonably require for any pre-existing, proprietary materials included in the Deliverables of this Contract. Any proprietary notices will be the minimum required by law so as not to be seen as an endorsement by ODM of or advertisement for CONTRACTOR.

ARTICLE II. EFFECTIVE DATE OF THE CONTRACT

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

ARTICLE III. COMPENSATION

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

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

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

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

ARTICLE IV. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Contract will automatically terminate upon expiration of the time period in ARTICLE II, or upon completion of all Deliverables, or once all of the compensation has been paid.
- B. Notwithstanding other provisions in this Article, either party may terminate this Contract at will by giving 90 calendar days written notice to the other party. Upon 30 calendar days written notice to CONTRACTOR, ODM may suspend this Contract at ODM's sole discretion.
- C. Notwithstanding the provision of Section A, above, ODM may suspend or terminate this Contract immediately upon delivery of a written notice to CONTRACTOR if:
1. ODM loses funding as described in ARTICLE III;
 2. ODM discovers any illegal conduct by CONTRACTOR; or
 3. CONTRACTOR has violated any provision of ARTICLE IX.
- D. Except as provided in Sections A and B of this ARTICLE, CONTRACTOR will have 30 calendar days within which to cure any breach that is curable after receipt of written notice from ODM that CONTRACTOR is in breach of any of its obligations under this Contract. If CONTRACTOR fails to cure the breach within the 30 calendar days after written notice or if the breach is not curable, ODM may immediately suspend or

terminate this Contract. ODM may also suspend or terminate this Contract when breaches are persistent, regardless of whether they are cured within 30 calendar days. For purposes of this Section, "persistent" means that ODM has notified CONTRACTOR three times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The three notices do not have to relate to the same obligation or type of failure. After the third notice, ODM may suspend or terminate this Contract without a cure period if CONTRACTOR again fails to meet any contractual obligation. At the sole discretion of ODM, certain instances of breach may require a shorter cure period than the 30 calendar days generally applicable in this Section. In such instances, ODM will include in its notice of breach the shorter cure period deemed appropriate.

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

ARTICLE V. NOTICES

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

- B. Notices to ODM from CONTRACTOR that concern changes to CONTRACTOR's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE IX, and/or any other formal notice regarding this Contract will be sent to the ODM Chief Legal Counsel, Office of Chief Legal, 50 W. Town Street, 4th Floor, Columbus, Ohio 43215.
- C. Notices to CONTRACTOR from ODM concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Contract will be sent to CONTRACTOR's representative at the address appearing on the signature page of this Contract.
- D. All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION

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

- A. CONTRACTOR agrees that any media produced pursuant to this Contract or acquired with Contract funds will become the property of ODM. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODM will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODM deems appropriate. CONTRACTOR further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Contract. CONTRACTOR understands that all materials and items produced under this Contract will be made freely available to the public unless ODM determines that certain materials are confidential under federal or state law.
- B. All ODM information that is classified as public or private under Ohio law will be treated as such by CONTRACTOR. Should the nature of any information be in question, ODM will determine whether the information is public or private. CONTRACTOR will restrict the use of any information, systems, or records ODM provides to the specific Deliverables of this Contract. CONTRACTOR and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODM and the State of Ohio. CONTRACTOR agrees that the terms of this section will be included in any subcontract executed by CONTRACTOR for work under this Contract.
- C. CONTRACTOR information that is proprietary and has been specifically identified by CONTRACTOR as proprietary will be held as confidential by ODM. Proprietary information is information that would put CONTRACTOR at a competitive disadvantage in CONTRACTOR's market place and trade if it were made public. ODM reserves the right to require reasonable evidence of CONTRACTOR's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. CONTRACTOR must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.
- D. For audit purposes only, all records relating to cost, work performed, supporting documentation for invoices submitted to ODM, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR and will be made available for audit by state and federal government entities that include but are not limited to, ODM, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three years after CONTRACTOR receives the last payment pursuant to this Contract. If an audit, litigation or similar action is initiated during this time period, CONTRACTOR will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period. If applicable, CONTRACTOR must meet the requirements of the federal Office of Management and Budget (OMB) Circulars A-110, A-122, and A-133. CONTRACTOR acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Contract are presumptively deemed public records.
- E. All records relating to cost, work performed, supporting documentation for invoices submitted to ODM, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR in

accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Contract is [INSERT RECORDS SCHEDULE], [STATE SCHEDULE NUMBER AND TIME PERIOD]. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, CONTRACTOR agrees to pay all costs associated with any cause, action or litigation arising from such destruction.

- F. CONTRACTOR agrees to retain all records in accordance to any litigation holds that are provided to them by ODM, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require CONTRACTOR to keep the records longer than the approved records retention schedule. CONTRACTOR will be notified by ODM when the litigation hold ends and retention can resume based on the approved records retention schedule. If CONTRACTOR fails to retain the pertinent records after receiving a litigation hold from ODM, CONTRACTOR agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- G. CONTRACTOR hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (USC) and the implementing regulations found at Title 45, Parts 164.502(e) and 164.504(e) of the Code of Federal Regulations (CFR) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). CONTRACTOR further agrees to include the terms of this section in any subcontracts that may be executed pursuant to this Contract.

ARTICLE VII. AMENDMENT AND ASSIGNMENT

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

ARTICLE VIII. BUSINESS ASSOCIATE REQUIREMENTS UNDER HIPAA

- A. The definitions contained in this Section are derived from federal law. Should there be any conflict between the meanings assigned in this 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 shall prevail.
1. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.
 2. "Covered Entity" means a health plan, a health care clearinghouse, or health care provider (45 CFR 160.103).
 3. "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" (45 CFR 160.103).
 4. "Protected Health Information" (PHI) means information received from or on behalf of a Covered Entity that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501 and any amendments thereto (45 CFR 160.103).
- 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, the CONTRACTOR agrees to comply with all of the following provisions:

1. **Permitted Uses and Disclosures.** CONTRACTOR shall 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 shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of ODM against use or disclosure not provided for by this Contract.
3. **Reporting of Disclosures.** CONTRACTOR shall promptly report to ODM any knowledge of uses or disclosures of PHI that are not in accordance with this Contract or applicable law. In addition, CONTRACTOR shall mitigate any adverse effects of such a breach of confidentiality to the greatest extent possible.
4. **Agents and Subcontractors.** CONTRACTOR shall ensure that all its agents and subcontractors that receive PHI from or on behalf of CONTRACTOR and/or ODM agree to the same restrictions and conditions that apply to CONTRACTOR with respect to the use or disclosure of PHI.
5. **Accessibility of Information.** CONTRACTOR shall make available to ODM such information as ODM may require to fulfill its obligations to provide access to, provide a copy of, and account for disclosures 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.
6. **Amendment of Information.** CONTRACTOR shall make PHI available to ODM so that ODM may fulfill its obligations pursuant to HIPAA to amend the information. As directed by ODM, CONTRACTOR shall also incorporate any amendments into the information held by CONTRACTOR and shall ensure incorporation of any such amendments into information held by CONTRACTOR's agents or subcontractors.
7. **Disclosure.** CONTRACTOR shall make available to ODM and to the Secretary of the U.S. Department of Health and Human Services any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from ODM, or created or received by CONTRACTOR on behalf of ODM. Such access is for the purpose of determining ODM's compliance with HIPAA, regulations promulgated by the United States Department of Health and Human Services, and any amendment thereto.
8. **Material Breach.** In the event of material breach of CONTRACTOR obligations under this Article, ODM may immediately terminate this Agreement as set forth in ARTICLE IV. Termination of this Agreement shall not affect any provision of this Agreement which, by its wording or its nature, is intended to remain effective and to continue after termination.
9. **Return or Destruction of Information.** Upon termination of this Contract and at the request of ODM, CONTRACTOR shall return to ODM or destroy all PHI in CONTRACTOR's possession stemming from this CONTRACT, and shall not keep copies of the PHI except as requested by ODM or required by law. 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 shall continue to be extended the same protections set forth in this Section and HIPAA regulations for as long as it is maintained.
10. **American Recovery and Reinvestment Act of 2009.** CONTRACTOR agrees to comply with the terms of Subtitle D of Title XIII of the American Recovery and Reinvestment Act of 2009.
11. These provisions shall survive the termination of this Contract.

ARTICLE IX. CONTRACTOR CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

By accepting this Contract and by executing this Contract, CONTRACTOR hereby affirms current and continued compliance with each condition listed in this ARTICLE. CONTRACTOR's certification of compliance with each of

these conditions is considered a material representation of fact upon which ODM relied in entering into this Contract:

- A. If at any time, CONTRACTOR is not in compliance with the conditions affirmed in this Section, ODM will consider this Contract *void ab initio* and will deliver written notice to CONTRACTOR. Any funds the State of Ohio paid CONTRACTOR for work performed before CONTRACTOR received notice that the Contract is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
1. **Federal Debarment Requirements.** CONTRACTOR affirms that neither CONTRACTOR nor any of its principals or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. CONTRACTOR also affirms that within three years preceding this Contract neither CONTRACTOR nor any of its principals:
 - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
 2. **Qualifications to Conduct Business.** CONTRACTOR affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Contract period CONTRACTOR, for any reason, becomes disqualified from conducting business in the State of Ohio, CONTRACTOR will immediately notify ODM in writing and will immediately cease performance of all Deliverables.
 3. **Unfair Labor Practices.** CONTRACTOR affirms that neither CONTRACTOR nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify CONTRACTOR as having more than one unfair labor practice contempt of court finding.
 4. **Finding for Recovery.** CONTRACTOR affirms that neither CONTRACTOR nor its principals or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
- B. If at any time CONTRACTOR is not in compliance with the conditions affirmed in this Section, ODM may immediately suspend or terminate this Contract and will deliver written notice to CONTRACTOR. CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time CONTRACTOR was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
1. **Americans with Disabilities.** CONTRACTOR, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
 2. **Fair Labor Standards and Employment Practices.**
 - a. CONTRACTOR certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.

- b. In carrying out this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.
- c. CONTRACTOR agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
- d. CONTRACTOR will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.

3. Ethics and Conflicts of Interest Laws.

- a. CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
- b. CONTRACTOR certifies, by executing this Contract, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
- c. CONTRACTOR agrees to refrain from promising or giving to any ODM employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. CONTRACTOR further agrees that it will not solicit any ODM employee to violate ORC 102.03, 2921.42, or 2921.43.
- d. CONTRACTOR agrees that CONTRACTOR, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of CONTRACTOR's functions and responsibilities under this Contract. If CONTRACTOR, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, CONTRACTOR agrees it will immediately disclose the interest in writing to the ODM Chief Legal Counsel at 50 West Town Street, Columbus, Ohio 43215-3414. CONTRACTOR further agrees that the person with the conflicting interest will not participate in any Deliverables until ODM determines that participation would not be contrary to public interest.

4. Lobbying Restrictions.

- a. CONTRACTOR affirms that no federal funds paid to CONTRACTOR by ODM through this Contract or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. CONTRACTOR further affirms compliance with all federal lobbying restrictions, including 31 USC 1352. If this Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), CONTRACTOR affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
- b. CONTRACTOR certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

5. Child Support Enforcement. CONTRACTOR agrees to cooperate with ODM and any child support enforcement agency in ensuring that CONTRACTOR and its employees meet child support obligations established by state and federal law including present and future compliance with any

court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.

6. **Pro-Child Act.** If any Deliverables call for services to minors, CONTRACTOR agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
7. **Drug-Free Workplace.** CONTRACTOR, its officers, employees, members, any subcontractors and/or any independent contractors (including all field staff) associated with this Contract agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. CONTRACTOR will make a good faith effort to ensure that none of CONTRACTOR's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
8. **Work Programs.** CONTRACTOR agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
9. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, CONTRACTOR agrees to purchase goods and services under this Contract from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. CONTRACTOR agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors.
10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**
 - a. CONTRACTOR certifies that by executing this Contract, it has reviewed, understands, and will abide by the Governor's Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.
 - b. Prior to performing any services, and when there is a change in the location of any services provided under this Contract, CONTRACTOR must disclose:
 - (1) The location(s) where all services will be performed by CONTRACTOR or any subcontractor;
 - (2) The location(s) where any state data associated with any of the services through this Contract will be accessed, tested, maintained, backed-up, or stored; and
 - (3) The principal location of business for the contractor and all subcontractors.
 - c. CONTRACTOR also affirms, understands, and agrees to immediately notify ODM of any change or shift in the location(s) of services performed by CONTRACTOR or its subcontractors under this Contract, and no services shall be changed or shifted to a location outside of the United States.
 - d. **Termination, Sanction, Damages:** ODM is not obligated and shall not pay for any services provided under this Contract that CONTRACTOR or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Contract, and CONTRACTOR shall immediately return to ODM all funds paid for those services.

In addition, if CONTRACTOR or any of its subcontractors perform any such services outside of the United States, ODM may, at any time after the breach, terminate this Contract for such breach, upon written notice to CONTRACTOR. If ODM terminates the

Contract, ODM may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.

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

ARTICLE X. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between ODM and CONTRACTOR. CONTRACTOR further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Contract. CONTRACTOR agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law. Pursuant to ORC 145.038, ODM is required to provide individuals and business entities with fewer than five employees the Independent Contractor Acknowledgment (Form PEDACKN), please see Attachment A. This form requires CONTRACTOR to acknowledge that ODM has notified CONTRACTOR that he or she has not been classified as a public employee and no OPERS contributions will be made on his or her behalf for these services. If CONTRACTOR is a business entity with fewer than five employees, please have each employee complete the PEDACKN form.
- B. **Limitation of Liability.** To the extent allowable by law, CONTRACTOR agrees to hold ODM harmless in any and all claims for personal injury, property damage, and/or infringement resulting from Deliverables. CONTRACTOR's sole and exclusive remedy for any ODM failure to perform under this Contract will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE. In no event will ODM be liable for any indirect or consequential damages, including loss of profits, even if ODM knew or should have known of the possibility of such damages. To the extent that ODM is a party to any litigation arising out of or relating in any way to this Contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, CONTRACTOR agrees to defend any suit or proceeding brought against ODM, any official or employee of ODM acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by CONTRACTOR. ODM will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODM may participate in the defense of any such action. CONTRACTOR agrees to pay all damages and costs awarded against ODM, any official or employee of ODM in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section C. If any information and/or assistance is furnished by ODM at CONTRACTOR's written request, it is at CONTRACTOR's expense. If any of the materials, reports, or studies provided by CONTRACTOR are found to be infringing items and the use or publication thereof is enjoined, CONTRACTOR agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of CONTRACTOR under this Section survive the termination of this Contract, without limitation.
- D. **Liens.** CONTRACTOR will not permit any lien or claim to be filed or prosecuted against ODM or the State of Ohio because of any labor, services, or materials furnished. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to CONTRACTOR in connection with this Contract, ODM or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to CONTRACTOR under this Contract.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material

delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE V. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by CONTRACTOR's subcontractor(s) will be considered controllable by CONTRACTOR, except for third-party manufacturers supplying commercial items and over whom CONTRACTOR has no legal control. The final determination of whether an instance of delay is excusable lies with ODM in its discretion.

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

ARTICLE XI. CONSTRUCTION

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

In Actual Contract,
Signature Page Would Follow Here

Remainder of page intentionally left blank

ATTACHMENT C
RLB#: R-1415-07-8067
Technical Proposal Score Sheet

PHASE I: Initial Qualifying Criteria

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

ITEM	PROPOSAL ACCEPTANCE CRITERIA	RLB Section Reference	YES	NO
1	Was the vendor’s proposal received by the deadline as specified in the RLB?	II, III, & V		
2	Did the vendor submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal?	IX		
3	Vendor’s proposal includes all required affirmative statements and certifications, signed by the vendor’s responsible representative, as described in Attachment A to the RFP?	IX & Attach. A		
4	Included in those certifications, the vendor states that it is not excluded from entering into a contract with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or R.C. § 9.24.	IX & Attach. A		
5	ODJFS’ review of the Auditor of State website verifies that the vendor is not excluded from contracting with ODJFS by R.C. § 9.24 for an unresolved finding for recovery.	IX & Attach. A		
6	Has the vendor completed an undergraduate core program in mathematics, statistics, or a related field?	V, 1, A.		
7	Does the vendor have a minimum of five years experience in the extrapolation of payment errors and statistical sampling in the Health Care Industry (to include Medicaid / Medicare)?	V, 1, B.		
8	Does the vendor have a minimum of five years experience in the use of advanced statistical programs (e.g., Statistical Analytics Software (SAS), Statistical Package for the Social Sciences (SPSS), Predictive Analytics Software (PASW)?	V, 1, C.		
9	Does the vendor have experience in providing expert witness testimony in civil and/or criminal cases as it relates to sampling methodologies?	V, 1, D.		
10	Did the vendor remove all personal confidential information (such as home addresses and social security numbers) of vendor staff and/or of any subcontractor and subcontractor staff from resumes or any other part of the proposal package? [As stated in the RFP, “ODJFS reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information.”]	V & X		

PHASE II: Criteria for Scoring of Technical Proposal

Qualifying technical proposals will be collectively scored by a Proposal Review Team (PRT) appointed by ODJFS and the Ohio Department of Medicaid (ODM). For each of the evaluation criteria given in the following score sheet section, reviewers will collectively judge whether the technical proposal exceeds, meets, partially meets or does not meet the requirements expressed in the RLB, and assign the appropriate point value, as follows:

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

A technical proposal’s total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying proposal. Technical proposals which do not meet or exceed a total score of at least **620** points (a score which represents that it “meets” all the evaluation

criteria) out of a maximum of **840** points, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III.

ITEM #	EVALUATION CRITERIA	RLB SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
REQ. VENDOR INFO. & CERTIFICATIONS							
1	The vendor has included, properly completed and signed, the Required Vendor Information & Certifications as specified in the RLB.	IX & Attach. A.	1				
VENDOR QUALIFICATIONS							
ORGANIZATIONAL EXPERIENCE & CAPABILITIES							
2	The vendor has included resume(s) or curriculum vitae (CV) of key staff person expected to work on the project.	V, 1 & 2	5				
STAFF EXPERIENCE & CAPABILITIES							
3	The vendor has an education in mathematics, statistics, or a related field.	V, 2 A.	8				
4	The vendor has five (5) years experience in the extrapolation of payment errors and statistical sampling in the Health Care Industry.	V, 2 B.	10				
5	The vendor has experience in the use of advanced statistical programs (e.g., SAS, SPSS, PASW).	V, 2 C.	8				
6	The vendor has experience in providing expert witness testimony in civil and/or criminal cases as it relates to sampling methodologies.	V, 2 D.	10				
7	The vendor has included a brief narrative explaining the quality and extent of the statistician's experience and qualifications.	V, 2	6				
8	The vendor has included in the narrative information on the types of professional experience the proposed individual has had, and discusses how that experience is comparable to the work described in this RLB.	V, 2	7				
SCOPE OF WORK/ SPECIFICATIONS OF DELIVERABLES							
9	The proposal must include a description of how the vendor proposes to perform the work that is the subject of this RLB. The description must demonstrate that the vendor possesses the professional expertise, accuracy, and thoroughness needed for success in the project work. The description is to include, at minimum, the vendor's approach to creating a valid statistical sample and analyzing the sample results to ensure the sample has the appropriate confidence and precision levels for projection and remains a valid statistical sample for the purpose of extrapolating overpayment amounts to the Medicaid provider claims populations under review and calculation of overpayments that are projected to the predefined Medicaid providers' universe of claims for the sampled Medicaid providers.	VI, IX & Tab 3	10				
10	The vendor proposal demonstrates how the vendor would describe any stratifications included in the sampling plan.	VII, 2	10				
11	The vendor has included a description of the methods for completing the final projection of the sample and all statistical variables involved, including confidence and precision levels.	VI, VII, & 2	10				
Column Subtotal of "Partially Meets" points							
Column Subtotal of "Meets" points							
Column Subtotal of "Exceeds" points							
GRAND TOTAL SCORE:							

Based upon the Grand Total Technical Score earned, does the vendor's proposal proceed to the Phase III evaluation of its Cost Proposal? (Vendor's Grand Total Technical Score must be at least 620 points.)

Yes _____ No _____

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

Based upon the Phase II A. Total Technical Score earned, does the vendor's proposal proceed to Phase II B. for additional consideration for demonstrating being an MBE-EDGE vendor? (Vendor's Total Phase II A. Technical Score must be at least 620 points.)

Yes _____ No _____ (If "No," Vendor's Technical Proposal will not receive further consideration and their Cost Proposal will not be opened.)

PHASE II B.— Additional Consideration		RFP Sec. Ref.	N O	YES (+10 pts.)
1.	MBE-EDGE Vendor --Has the vendor provided evidence that they are an MBE-EDGE vendor?	X, B.		
		PHASE II. B. TOTAL POINTS: [10 max. allowable points]		
		VENDOR'S GRAND TOTAL SCORE [Phase II A. + Phase II B. pts.]:		

ATTACHMENT D: Cost Proposal Form and Instructions

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Deliverable & Sub-Tasks Sec. VII	SFY 2014	SFY 2015	Total Deliverable Cost for All SFYs
1.	\$	\$	\$
2.	\$	\$	\$
3	\$	\$	\$
4. Total per hour	\$	\$	\$
5. Total per hour	\$	\$	\$
6. Total per hour			
SFY 14 Rates Total	\$		
SFY 15 Rates Total			
Project Rates Grand Total			\$

NOTE: The actual contract award will be for an amount based upon the per-deliverable and per-hour rates offered by the selected vendor and the anticipated volume of work per state fiscal year. For purposes of the cost proposal and vendor selection, vendors are to propose only their per-unit (deliverable or hour) rates; the sum of those per-unit rates will be used in Phase III of the vendor selection process.

ATTACHMENT D:
Cost Proposal Form and Instructions

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Part III—Cost Narrative

Vendors have the option of attaching a succinct cost narrative to explain and justify costs, and to submit it as part of the Cost Proposal. A Cost Narrative may be advisable to explain any costs which the vendor has chosen to combine, to explain how hourly rates were achieved, or to make the connections between costs and the technical proposal.