

Ohio Department of Aging

**Request for Proposal –
RFP Number W100220
Date Issued: August 30, 2010**

The state of Ohio, through the Department of Administrative Services, the Ohio Department of Aging is
Requesting proposals:

To provide program and administrative functions for **FINANCIAL MANAGEMENT SERVICES (FMS)** for PASSPORT and Choices Home and Community-Based Waiver Programs

The successful bidder **must be licensed and bonded to perform Financial Management Services in the State of Ohio**

INQUIRY PERIOD BEGINS: August 30, 2010
INQUIRY PERIOD ENDS: September 13, 2010
SUBMISSION DEADLINE: **September 21, 2010; NO Later than 2:00 P.M. EST**
OPENING DATE: September 21, 2010;
Ohio Department of Aging
50 W. Broad Street, 9th Floor
Columbus, Ohio 43215-3363
OPENING TIME: 2:00 P.M.

EXECUTIVE SUMMARY:

The ODA releases this Request for Proposals (RFP) for the purpose of obtaining one qualified vendor to provide financial management services (FMS) to support participants directing their own services enrolled on the Preadmission Screening System Providing Options and Resources Today (PASSPORT) Home and Community-Based Waiver Program and the Choices Home and Community-Based Waiver program. The FMS provider will operate as an Internal Revenue Service (IRS) authorized Vendor Fiscal/Employer Agent (F/EA) for participants for the purpose of processing and paying payroll and associated federal, state, and local income tax withholding and employment taxes for workers hired directly by program participants or their authorized representatives, as appropriate.

The ODA will only consider vendors whose proposals demonstrate that they are operating with approval from the IRS under Section 3504 of the IRS Code and IRS Revenue Procedure 70-6.

STRUCTURE OF THE RFP:

Proposals must be submitted in hard copy (one original signed in blue ink with 5 copies) and in PDF format (CD).

Proposals must be formatted thusly:

- Side Margins set to 1-inch
- Top & Bottom Margins set to .5-inch
- Single Sided
- Double Spaced

- 12 pt Font
- Limited to 45 pages excluding the cover page, attachments, and examples.
- Proposals must be submitted with the original signed in blue ink.

Vendors' original proposal must contain all the information and documents specified in **Appendix E , “Format for Organization of the Proposal.”** Bidders are strongly encouraged to identify clearly each component of the RFP in their proposals and in the order each is spelled out in the RFP.

GENERAL INFORMATION

BACKGROUND

Title XIX of the Social Security Act (Medicaid) was enacted in 1965 to provide grants to States for medical assistance programs. Medicaid is a matching entitlement program that provides necessary medical services to low income families, elderly individuals, and persons with disabilities. Under section 1915 (c) of the Social Security Act, states are permitted to request, and the Secretary of the Department of Health and Human Services to approve, waivers of Federal requirements in order to provide home and community based services (HCBS) to Medicaid eligible individuals who are at risk of institutionalization.

The Ohio Department of Job and Family Services (ODJFS), which is responsible for administering the Medicaid program in Ohio has received permission over the years to operate numerous HCBS waivers in Ohio. Two such waivers are the PASSPORT and Choices Waivers. The ODJFS has delegated the operational responsibility for these two Waivers to the ODA.

The ODA has contracts with 13 regional authorities across the state of Ohio, referred to as Passport Administrative Agencies (PAAs) for the daily operations of the Waiver programs. The PAAs are responsible for disseminating information concerning the waiver to potential participants, assisting individuals in waiver enrollment, conducting level of care evaluation activities, providing case management activities, recruiting and certifying providers, processing claims and paying providers. **Appendix A – “Map of PAAs”**

The PAA case manager plays an active role assessing the participant's needs and together, with the participant (and/or authorized representative) developing the participant's individualized service plan to meet those needs. Participants may select service providers from a list of ODA-certified (qualified) and available service providers or the participants may recommend a provider for certification.

The PASSPORT Waiver, approved in 1984, offers Medicaid eligible elderly and disabled individuals age 60 and over, who have a nursing facility level of care an alternative to institutionally based care through home and community-based services and supports. The approved services include: personal care; chore; homemaker; adult day service;

home delivered meals; emergency response services; independent living assistance; social work counseling; nutritional consultation; home medical equipment and supplies; minor home modification, maintenance and repair; transportation; community transition services; enhanced community living and non-medical transportation. This waiver serves approximately **30,000** individuals throughout the state.

The ODA is seeking approval from the Centers for Medicare and Medicaid Services to amend the PASSPORT Waiver. The proposed amendment would change the design of the waiver to include consumer direction opportunities. Specifically, ODA is seeking to provide the participants with the opportunity to be the employer of record for individual providers delivering the personal care service. ODA proposes to initiate consumer direction in PASSPORT beginning January 1, 2011.

The Choices Waiver, approved in 2001, is a consumer directed waiver. The Choices Waiver is only available in four of the 13 PAAs (PAA 6, 7, 8 and 4) and provides: adult day service, alternative meal service, home care attendant (HCAS), home delivered meals, personal emergency response systems, pest control, specialized medical equipment and supplies, and minor home modification, maintenance and repair. Choices serves elderly and disabled individuals age 60 and over, who are Medicaid eligible and have a nursing facility level of care, and as a prerequisite for Choices enrollment, must be a current participant in the PASSPORT Medicaid waiver program. This waiver currently serves approximately **600** individuals.

The purpose of the Choices Waiver is to provide participants with an alternative to agency based home care by allowing participants to direct their in-home services. The Choices program enables participants to act as the employer of record with the authority to hire, train, direct and fire the direct service workers who provide the majority of the hands on care through the home care attendant service (HCAS.) Direct service workers may include relatives, friends, and neighbors.

Choices participants design their service plan in conjunction with their case manager. The participant evaluates the current PASSPORT service plan and determines what services are needed to safely maintain them at home. The participant's budget is based on the service plan budget prior to leaving the PASSPORT program. The participant has employer authority to manage the provider(s) of the Home Care Attendant Service (HCAS) and limited budget authority to determine worker pay rates in accordance with the tasks performed for the direct service workers.

Participants use the services of a fiscal agent to assist with the management of federal, state and local taxes, payroll processing, employment forms, and workers compensation. Currently the four PAAs participating in this waiver each have separate contracts with different FMS vendors.

The participant in the PASSPORT or Choices Waiver program may appoint an authorized representative (AR) to act on his or her behalf to assist with directing services.

Spouses, parents, step-parents, legal guardians and the person serving as the AR may not be a service provider for the consumer.

Appendix B “Participant and individual worker projections” contains a chart projecting the growth for both waivers.

TERM OF SERVICE

The ODA is seeking to contract with a vendor to perform FMS from approximately January 1, 2011 to June 30, 2011 with Medicaid funds. State law prohibits ODA from making financial commitments beyond the fiscal biennium (e.g., July 1, 2009 – June 30, 2011), therefore the contract with the selected vendor will be subject to an optional renewal for the period of July 1, 2011 through June 30, 2013.

Interview

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

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 issuance of an approved purchase order issued by ODA. **Any work begun by the vendor prior to this notification will NOT be reimbursable by ODA.**

SCHEDULE OF EVENTS & SUBMISSION INSTRUCTIONS

DATE	EVENT/ACTIVITY
August 30, 2010	ODA releases RFP to potential vendors Vendor Q&A Period Opens
September 13, 2010	Vendor Q&A Period Closes
September 14, 2010	ODA provides final vendor Q&A answer document – one week prior to bid opening date.
September 21, 2010	Deadline for Vendors to submit Proposals
October 15, 2010	ODA Issues contract award notification
November 2, 2010	ODA issues an approved purchase order

Bidders must submit one original proposal and five (5) copies with all required original signatures in blue ink and one CD containing the electronic version of the proposal including all attachments in PDF format. Both the proposal and CD must be in the same sealed envelope. The proposal submitted via the mail or hand delivered must be received at the ODA office by 2:00 P.M. on or before September 21, 2010. The mailing address is:

Ohio Department of Aging
Attn: Brenda Luke, CPPB
Purchasing Manager
Bid # W100220
50 W. Broad Street 9th Floor
Columbus, OH 43215-3363

ODA will not be responsible for picking up proposals. Late proposals will not be considered. Submissions in response to this RFP must contain the proposal and all required supporting information and documents as described in this RFP. Bidders are strongly encouraged to clearly identify each component of the RFP in their proposals and in the order they are spelled out in the RFP.

SCOPE OF REQUIRED SERVICES

Each proposal must include documentation that the following mandatory requirements, qualifications, and responsibilities will be met and a description of the specific design of how each responsibility and requirement will be met. The State reserves the right to inspect the contractors' and any proposed subcontractor(s)' physical facilities prior to the award in order to satisfy any questions regarding the contractor's capabilities.

The scope of work for this contract has two distinct phases:

Phase 1 – Provision of FMS to PASSPORT participants electing to direct own services – beginning January 1, 2011

Phase 2 – Provision of FMS to Choices Participants. This will require transferring all current Choices participants from their current FMS provider by January 1, 2012 and then ongoing provision of FMS.

General Requirements:

The selected vendor must complete and satisfactorily meet the criteria in the Readiness Review within 30 calendar days from the contract effective date. The readiness review will determine if systems, written policies and procedures, and internal controls for monitoring are in place for the project work outlined in the scope of this request. See **Appendix C “ODA Financial Management Services (FMS) Readiness Review”**, this tool will be used in the interview process.

ORGANIZATION QUALIFICATIONS

Vendor Experience and Qualifications

Vendors’ proposals must address all the following minimum qualifications as well as organizational and staff experience and capabilities:

a. **Mandatory Minimum Vendor Qualifications**

In order to be considered for the contract expected to result from this RFP, ODA requires that interested vendors **must** meet, at minimum, **all** the following qualification requirements:

- i. The selected vendor is in compliance with IRS, state and local regulations and with no currently outstanding audit findings by these regulatory authorities as it relates to the FMS process.
- ii. Demonstrate approval from the IRS under Section 3504 of the IRS Code and IRS Revenue Procedure 70-6 to operate as a Vendor F/EA.
- iii. Demonstrate at a minimum, three years experience as a Vendor F/EA in accordance with section 3504 of the IRS code and IRS Revenue Procedure 70-6.
- iv. The vendor must enclose a letter of commitment from a bonding company for a performance bond that must be equal to at least 5% of the total annual amount of the contract and must remain in place through each fiscal year of the contract. The selected vendor will provide the State with a performance bond in that amount within 5 business days of an executed contract;
- v. The most current or previous year’s financial audit with the most recent “no material weakness” letter must be sent with this proposal to indicate financial viability for the project.

- vi. The selected vendor must be able to interface with the applicable billing systems operated by each state agency and conduct HIPAA compliant Electronic Data Interchange (EDI) billing.
- vii. The selected vendor must be willing and capable of operating by reimbursement only. ODA will not consider any advances of funds to the selected vendor.
- viii. The selected vendor must be able to accept the directives in Gubernatorial Executive order 2010-09S which states in part that no Cabinet Agency, Board or Commission (Executive Agency) shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. This directive applies to all funds in the custody of an Executive Agency, be they from state, federal, philanthropic or private sources. It applies to all purchases of service made directly by an Executive Agency and services provided by sub-contractors of those providing services purchased by an Executive Agency. See F. Contract Disclosure; Location of Services, DATA p. 36 infra.
- ix. Selected vendor must have a Disaster Recovery Plan for restoring software and master files and hardware backup if management information systems are disabled and for continuation of client payroll and invoice payment services.

Vendors that do not meet all the above experience and minimum qualification requirements will be disqualified from further consideration for contract award.

b. Organizational Experience and Capabilities

ODA requires that interested vendors provide the following information, the quality, completeness and compliance of which will be evaluated in the proposal review process:

- i. Documentation of any experience providing fiscal management services for older adults, adults with disabilities, or people with developmental disabilities;
- ii. Documentation of any experience providing fiscal management services for the Medicaid Program;
- iii. Names and contact information for at least three entities for which they have performed similar large scale projects in the past three (3) years that have at least 3500 participants

c. Staff Experience and Capabilities

The vendor must demonstrate significant expertise by assigning staff to key leadership roles for this project. Key positions will require submission of profiles and resumes or curriculum vitae. The vendor must,

at minimum: include resume(s) of all key staff expected to work on the project. Proposals lacking necessary evidence of the appropriate education and experience shall be disqualified from consideration.

- i. Identify, by position and by name, those staff the vendor considers key to the project's success. Describe the key staff's certification, special training, and education; and
 - ii. Identify, by name, the project manager that will be assigned to this project. This project manager must possess, at minimum, a Bachelor's degree in public health, economics, sociology, business administration, and accounting or other related discipline, and at least four (4) years experience performing project management of a similar service. It is also preferred that the project manager have 24 months of experience with Medicaid information systems.
 - iii. Identify, by name(s), at least one staff member with a bachelor's degree in accounting and eight (8) years of applicable experience or a master's degree in accounting and two (2) years of applicable experience. It is also preferred that the accountant have 24 months of experience with Medicaid information systems.
 - iv. Identify by name(s), at least one system analyst assigned to this project. The system analyst must have completed an undergraduate program in information technology or a related field with a minimum of four (4) years of experience with various database management systems, programming languages and with auditing system edits and data integration procedures. It is preferred that the systems analyst have a Master's Degree in Computer Science or a related field. It is also preferred that the systems analyst has 24 months of experience with Medicaid information systems.
 - v. Provide a current organizational chart (including any subcontractors) and specify the key management and administrative personnel who will be assigned to this project.
- d. Miscellaneous Staff Requirements:
- i. The vendor must require criminal background checks for all staff members related to this project before hire;
 - ii. The vendor's staff must be 18 years of age AND be US citizens or documented immigrants;

Performance Goals

Vendor Fiscal/Employer Agent Requirements

- a. Obtain and use a unique and new Federal Employer Identification Number (FEIN) for the sole purpose of acting as the F/EA for individuals on the PASSPORT and Choices Waiver Programs who elect the participant employer option and use this FEIN for the Vendor F/EA functions¹.
- b. Complete and file the IRS Form SS-4 and required state forms so each participant employer can receive a FEIN number and be established as the employer of record for their workers. Maintain copies of the IRS FEIN notification letter and the filed Form SS-4 in the participant's file.
- c. Operate a system for retiring individual's FEIN and all state and federal records when the participant employer is no longer the employer permanently.
- d. Execute an IRS Form 2678, Employer/Payer Appointment of Agent and receive written IRS employer agent authorization for each participant employer it represents. Maintain copies in each participant employer's file.
- e. Execute an IRS Form 8821, Tax Information Authorization, with each participant employer it represents. Maintain copies in the participant employer's file.
- f. Complete and file the appropriate state forms recognized by the state unemployment and income tax agencies to be a fiscal agent.
- g. Prepare and distribute individual worker employment packets to the participant employer and provide instruction on how and when each of the forms should be completed by the participant employer and the worker. The packet shall be provided to the participant employer within 3 business days of a request and includes:
 - i. Information about the F/EA's services and operations
 - ii. One page employment application form that collects basic information on a worker,
 - iii. Blank and sample time sheets with instructions for completion. The term "time sheet" is used generically to refer to any mechanism which collects information about days and hours worked by the employee.
 - iv. Participant Employer/Employee Agreement form
 - v. Immigration and Naturalization Service Form I-9
 - vi. Employment Eligibility Verification Form,
 - vii. IRS Form W-4

¹ A program participant may designate an authorized representative to assist in directing their own services. Therefore the term "participant employer" includes any designated authorized representative.

- viii. Employees Withholding Allowance Certificate and associated federal (if requested) and state income tax and SUTA withholding forms,
 - ix. IRS Notice 797
 - x. Possible Federal Tax Refund Due to the Earned Income Credit (EIC)
 - xi. IRS Form W-5
 - xii. Earned Income Credit Advanced Payment Certificate and instructions on how and when each form should be completed by the participant employer and his or her consumer directed provider
 - xiii. A list of the forms the participant employer should keep a personal copy of and which completed forms should be submitted to the F/EA for processing
 - xiv. Information regarding the availability of the communication mechanism, including the hours the representative is available, and the response period for messages and mail inquiries.
 - xv. Examples of expenditure reports and information to explain these reports
- i. Collect, process and maintain in a record for each participant employer's individual provider the forms listed in Section **Vendor Fiscal Employer Agent Requirements Section g (above)**.
 - j. Prepare and execute a written agreement between the F/EA and the participant employer detailing the responsibilities of each party, and respond to questions or provide clarification regarding this agreement before being signed by both parties.
 - k. Prepare and distribute materials that serve as a resource for participant employer. Materials should describe the responsibilities that the participant employer accepts when hiring their own providers and provide detailed, step-by-step explanations for meeting their responsibilities. Examples of required forms to be completed and detailed instructions should be included.
 - l. Establish and maintain separate individual participant employer and provider accounts and records in a secure and confidential manner as required by Health Insurance Portability and Accountability Act (HIPAA), federal, state, and local regulations.
 - m. Assist the participant employer with the application for Workers' Compensation and Unemployment Compensation.
 - n. Complete and submit the Ohio New Hire Report.
 - o. The vendor is mandated to report any act of negligence, abuse, or exploitation of any participant employer to ODA or its designee upon

discovery. If the selected vendor becomes aware of any change in the participant's program status, the vendor must report this to ODA or its designee upon discovery.

- p. Provide training for the employee on accurate time reporting, completion of time sheets and Medicaid fraud.

Payroll Process

- a. Collect, process, and verify timesheets of the participant employer's workers for the authorized services as outlined in the participant's service plan and individual budget.
- b. Verify that the service billed and hours worked are in the approved service plan prior to making payment.
- c. Submit claims to the billing system operated by ODA using HIPAA compliant Electronic Data Interface (EDI) billing within five (5) business days of receiving timesheets and make payment to the individual provider within three (3) days of receiving EDI remittance advice from ODA's billing system. This will be done twice monthly with provider payments to be made on the 1st and 15th day of each month
- d. Withhold, file, and deposit FICA, FUTA, SUTA taxes in accordance with federal, IRS, Department of Labor, applicable state and local rules and regulations for participant employers and their individual providers.
- e. Withhold, file and deposit federal, state, and local income taxes in accordance with federal, IRS, applicable State Department of Taxation, Worker Compensation Rules, Unemployment Compensation and local tax code.
- f. Assure participant employers' individual providers are paid hourly rates in accordance with the federal and state Department of Labor Fair Labor Standards Act (FLSA).
- g. Make advance payments of federal Earned Income Credit (EIA) to eligible individual providers.
- h. Comply with the IRS regulations using the Electronic Federal Tax Payment System (EFTPS).
- i. Comply with all program electronic filing requirements.
- j. Assure participant employers are in compliance with federal and state income and employment taxes, FICA, statutory benefits [e.g.,

unemployment (FUTA/SUTA)], disability and worker's compensation insurance, and labor laws related to the employment of their workers.

- k. File year end tax forms and follow end of year tax processes including but not limited to applicable W-2's and 1099's.
- l. Process payroll for participant employers in accordance with applicable federal, state and local rules and regulations.
- m. Prepare and submit the required reports to all State/County agencies and individuals/representatives.
- n. Determine when a participant employer is no longer a permanent employer and file and pay final SIT and SUTA on their behalf and retire their tax accounts and ID numbers.
- o. Broker workers' compensation insurance, the selected vendor must have plan in place to monitor the process and pay worker's compensation insurance premiums for each individual it represents in accordance with Ohio's worker's compensation insurance law and for maintaining the relevant documentation in each individual's file.
- p. Process all judgments, garnishments, tax levies or any related holds on an employee's funds as may be required by local, state, or federal laws.
- q. Implement a system for processing workers direct deposit.
- r. Alert designated state agencies about unauthorized invoices and other payment authorization issues or discrepancies.
- s. Withhold union dues and fair share deductions.
- t. Withhold other deductions as authorized by the employee.

End of Year Federal Tax Process

- a. Have a system for refunding over collected FICA to applicable individual-employers and support service workers in accordance with IRS regulations and for maintaining the relevant documentation.
- b. Prepare and distribute IRS Form W-2 for individuals' workers per IRS instructions for agents and maintain the relevant documentation.
- c. Prepare and distribute IRS Forms W-3 in the aggregate for all individuals the Agent represents per IRS instructions and maintaining the relevant documentation.

Customer Service System

- a. Establish and provide ongoing customer service mechanism in order to respond to calls from participant employers, vendors, and individual providers regarding issues such as withholdings and net payments, lost or late checks, reports and other documentation received from the agent or other questions regarding the services or payment of labor expenses.
- b. Respond within one business day to calls to customer service or letters of inquiry.
- c. Manage a state-wide toll-free telephone number to answer questions or discuss problems with participants or providers. A voice message system must be used during times when the office is closed. Calls left on the voice message system must be answered within one working day from when the message was left. Hours of operation shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday with only State holidays observed. In the case of inclement weather, the Governor's inclement weather policy will be implemented.
- d. Operate a fax machine 24 hours each day and have a secure internet/e-mail communication.
- e. The vendor must be culturally sensitive, consistent with consumer-direction philosophy, and able to communicate effectively with a diverse population of individuals.
- f. Respond to complaints within one (1) business day and resolve all complaints within ten (10) business days. Track the nature of the complaint and action taken to include in the quarterly report for submission as required by the agency.
- g. Provide participant employers any request for information within 5 calendar days.
- h. Provide alternative formats, if requested. These include material in large print, on disk, in Braille, translators and interpreters when necessary.
- i. Establish and maintain a Telecommunication Device for the Deaf (TDD) line. The number must be listed on letterhead, brochures, and any other public material.
- j. Keep a list of certified employees, who agree to be on a registry, and provide referrals to other individuals seeking employees in their geographic area of interest.

- k. Provide periodic information and training to participant employees as changes occur in procedures, reporting, or systems.
- l. Develop and implement a participant employer satisfaction survey related to providing FE/A services.

Reports

- a. Produce twice monthly statement for each participant employer and provide a copy to the ODA's designee accounting for all payments made to individual providers. These reports shall include name and identification number of the employer, the employer's workers' name and identification number, wages, taxes, and insurances paid for the current period and year to date compared to the amount authorized for the current period and year to date. These reports will be in an agreed upon format.
- b. Furnish to ODA designee semi-annually a report noting payment of Workers Compensation premium listing the name of employer, amount paid, period covered and date of payment.
- c. Produce quarterly reports related to Call Center statistics, individual worker hire employment packets distributed, timesheets processed, payments delivered, participant data, worker data, number and type of complaints and resolutions, and reports that track the payroll services for ODA designee.
- d. The vendor shall also provide such additional reports, routine and/or ad hoc in relation to the RFP/resulting contract requirements in a format as agreed upon by ODA and the vendor. ODA shall incur no expense in the generation of such reports. The vendor shall make revisions in the data elements or format of the reports required in this RFP/resulting contract upon request of ODA and without additional charge to ODA. ODA shall provide written notice of such requested revisions of format changes in a notice of required report revisions.
- e. The vendor shall maintain a data gathering and storage system sufficient to meet the requirements of this RFP.
- f. The vendor is obligated to assist and provide any documentation requested regarding any federal or state audits.

Choices Waiver

- a. Develop and implement a system to transfer Choices participants from current FMS vendor.
- b. Provide all services as described in **Vendor Fiscal/Employer Agent Requirements; Payroll Process; End of the Year Federal Tax Process;**

Customer Services System; and Reports for Choices Waiver participants.

SPECIFICATIONS OF DELIVERABLES

The vendor shall assure the provision of F/EA services to participants as defined throughout the Scope of Work. The deliverables include:

- a. A work plan, approved by ODA, that includes a detailed description of all activities required to successfully implement and maintain operations under this RFP. The work plan must be sufficiently detailed to enable ODA to be satisfied that the work is to be performed in a logical sequence, in a timely manner, and with an efficient use of resources. Each activity listed in the work plan must include a description of the task, a scheduled start date and a scheduled completion date. Within 15 calendar days of the effective date of the contract.
- b. Fiscal/Employer Agent services to all active program clients, in accordance with guidelines specific to the participant's program, as outlined in this RFP.
- c. Twice-monthly reports in the ODA required format delineating information as specified in Section 4. The Bi-monthly reports must be submitted no later than five calendar days following the pay period.
- d. A semi-annual report noting payment of Workers Compensation premium listing the name of employer, amount paid, period covered and date of payment; reports will be due July 31st and January 31st for previous six months.
- e. Quarterly reports required in Section 4 provided no later than 15 calendar days after quarter-end in format described by the ODA. The report should be for the quarter period and captured by individual month.
- f. Conduct and analyze a participant satisfaction survey, using a sample size and an instrument approved by the ODA, in a time frame negotiated with ODA.

SANCTIONING PROCESS

The selected vendor must comply with Scope of Work and Miscellaneous Requirements, and produce all deliverables. If the selected vendor is non-compliant, a Notice of Operational Deficiency (NOD) will be sent to the selected vendor. A plan of correction will be requested from the selected vendor. The plan of correction will be monitored on a regular basis. If a second episode of non-compliance occurs, the contractor will have 10% of their monthly payments withheld until such time that the selected vendor is in compliance. The selected vendor will only have 90 days to be in compliance or the contract will be

terminated. If a third episode of non-compliance occurs, the contract will be terminated.

TECHNICAL

Information Technology

- a. The transfer of information between the vendor and ODA shall be in a format determined by the ODA. The required method for billing data exchange will be Electronic Data Interchange (EDI). See, **Mandatory Minimum Vendor Qualifications**.
- b. The contractor is required to have a Disaster Recovery Plan for restoring software and master files and hardware backup if management information systems are disabled and for continuation of client payroll and invoice payment services. See, **Mandatory Minimum Vendor Qualifications**.
- c. Vendor must interface with the applicable billing system operated by each state agency and conduct HIPAA compliant Electronic Data Interchange (EDI) billing, see **Mandatory Minimum Vendor Qualifications**. Vendor must have or provide necessary EDI experience and support to comply with existing EDI standards and guidelines. Vendor will allocate necessary resource to ensure all data exchange testing and validation is done at least 30 days prior to the inception of the program “go-live” targeted to be 1/1/2011.

MANAGEMENT

Fiscal Management Systems

Audit Requirements

- a. An audit of the organization as a whole by a licensed independent certified public account and submitted to ODA annually, with agreed upon procedures for the use of the ODA funds under the control of the FE/A. (audit fees negotiated at time of contract award).
- b. FMS is subject to audit by the Ohio Jobs and Family Services, agents of the CMS, and the State of Ohio's Auditors of Public Accounts. Records must be made available in Ohio for the audit.
- c. A copy of the most recent financial statement, with an opinion letter from a CPA with an Ohio license is required as a part to the RFP proposal.
- d. Vendors must submit a cost report in year two of the contract, if requested by the ODA.

Project Evaluation Process

Records

Maintain other such records and information required by ODA including but not limited to: copies of phone logs, summaries of complaints with resolution noted, verification of individuals' payment of FICA, FUTA/SUTA, federal (if requested), state and local income tax and wages in compliance with federal and state Department of Labor rules and in the form and manner prescribed by state agency staff. Participant and workers records must be available for immediate review by ODA or its designee.

BUDGET

Selected Vendor Compensation Structure

The vendor must bid a per-member per-month (PMPM) rate. The member is defined as the individual acting as the employer of record for the service provider. The vendor must provide the methodology used to arrive at the rate. The contractor shall accept those fees as payment in full inclusive of all administrative costs, transportation costs, overhead, and profit for all activities required under this contract. The contractor must be willing to, and capable of operating by reimbursement only. ODA will not consider any advances of funds to the selected vendor. **See, Mandatory Minimum Vendor Qualifications.** The contractor will submit an invoice for their fees each month for reimbursement.

PROPOSAL REVIEW AND EVALUATION

Proposals will be evaluated by a committee selected by the Ohio Department of Aging who are knowledgeable in the provision of long-term services and supports.

ODA will review all proposals for their format and completeness. ODA will normally reject any incomplete proposal, although it may elect to waive any defects or allow an applicant to submit a correction. ODA will forward all timely, complete, and properly formatted proposals to the evaluation committee.

At any time, ODA and its evaluation committee reserve the right to reject any and all proposals received in response to this announcement, and to request additional materials or clarification from any or all applicants. The evaluation committee may waive minor defects which are immaterial when no prejudice will result to the rights of any other applicant.

ODA is not liable for any costs associated with the preparation of any applicant's proposal and all materials become the property of the ODA upon submission.

Each proposal submitted in accordance with the provisions of this Request for Proposals shall be reviewed by the committee based on the proposal's completeness, responsiveness, and feasibility of implementation using the following criteria. Proposals will be scored using a range of values i.e. from low to high as listed within the Table in this section.

The evaluation will result in a point total being calculated for each proposal. Those applicants submitting the highest ranked proposals may be scheduled for a next phase. The number of proposals forwarded to the next phase will be within the committee's discretion, but regardless of the number of proposals selected for the next phase, they will always be the highest ranked proposals from this phase.

The next phase may include an interview process and detailed discussion pertaining to the top ranked proposals. If there are no more phases, because the committee feels they are unnecessary or inappropriate, the proposal providing the best value to the State will be awarded the Contract.

Contract Negotiations. The final phase of the evaluation process may be contract negotiations. Negotiations will be scheduled at the convenience of the committee. The selected applicant must negotiate in good faith.

Negotiations may be conducted with any applicant who submits a competitive proposal, but the committee may limit discussions to specific aspects of the RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP or the applicant's proposal, as appropriate. Any applicant whose proposal continues to be competitive will be accorded fair and equal treatment with respect to any

clarification, correction, or revision of the RFP and will be given the opportunity to negotiate revisions to its proposal based on the amended RFP. But should the evaluation process have resulted in a top-ranked proposal, the committee may limit negotiations to only that applicant and not hold negotiations with any lower-ranking applicant. If negotiations are unsuccessful with the top-ranked applicant, the committee may then go down the line of remaining applicants, according to rank, and negotiate with the next highest-ranking applicant. Lower ranking applicants do not have a right to participate in negotiations conducted in such a manner.

If the committee decides to negotiate with all the remaining applicants, or decides that negotiations with the top-ranked applicant are not satisfactory and negotiates with one or more of the lower-ranking applicants, the committee will then determine if an adjustment in the ranking of the remaining applicants is appropriate based on the negotiations. The contract award, if any, may then be based on the final ranking of applicants, as adjusted.

If best and final proposals are required, they may be submitted only once; unless the committee makes a written determination that it is in the State's interest to conduct additional negotiations. In such cases, the committee may require another submission of best and final proposals. Otherwise, discussion of or changes in the best and final proposals will not be allowed. If an applicant does not submit a best and final proposal, the applicant's previous Proposal will be considered the applicant's best and final proposal.

It is entirely within the discretion of the committee whether to permit negotiations. An applicant must not submit a proposal assuming that there will be an opportunity to negotiate any aspect of the proposal. The committee is free to limit negotiations to particular aspects of any proposal, to limit the applicants with whom the committee wants to negotiate, or to dispense with negotiations entirely.

The evaluation committee generally will not rank negotiations. The negotiations will normally be held to correct deficiencies in the preferred applicant's Proposal. If negotiations fail with the preferred applicant, the committee may negotiate with the next applicant in ranking. Alternatively, the committee may decide that it is in the interests of the State to negotiate with all the remaining applicants to determine if negotiations lead to an adjustment in the ranking of the remaining applicants.

From the opening of the proposals to the award of the contract, everyone working on behalf of the State to evaluate the proposals will seek to limit access to information contained in the proposals solely to those people with a need to know the information. They will also seek to keep this information away from other applicants, and the evaluation committee will not be allowed to tell one applicant about the contents of another applicant's proposal in order to gain a negotiating advantage.

Before the award of the contract or cancellation of the RFP, any applicant that seeks to gain access to the contents of another applicant's proposal for whatever reason may be disqualified from further consideration. The negotiated changes to the successful offer will become a part of the contract.

Failure to Negotiate. If an applicant fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations with that applicant.

SCORING CRITERIA AND POSSIBLE POINTS

The scale below (0-5) will be used to rate each proposal on the criteria listed in the Evaluation Criteria Table.

DOES NOT MEET 0 POINTS	WEAK 1 POINT	WEAK TO MEETS 2 POINTS	MEETS 3 POINTS	MODERATE TO STRONG 4 POINTS	STRONG 5 POINTS
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The State will rank the proposals by multiplying the score received in each category by its assigned weight and add all categories together for the vendor's total score. Representative numerical values are defined as follows:

- DOES NOT MEET (0): Proposal does not comply substantially with requirements.
- WEAK (1): Proposal meets some requirements, and any weaknesses or deviations from requirements are minor, may be acceptable and may be readily corrected or minimized in terms of material impact.
- WEAK TO MEETS (2): Proposal doesn't quite meet the objectives and a little stronger than weak.
- MEETS (3): Proposal generally meets the objectives (or expectations). Weaknesses are minor, acceptable, and may be offset by strengths in other areas.
- MODERATE TO STRONG (4): Proposal exceeds objectives (or expectations) in ways that are beneficial to the State and meets objectives (or expectations) and contains at least one enhancing feature that provides some benefit to the State. Weaknesses are minor and are more than offset by the enhancing feature(s).

- **STRONG (5):** Proposal significantly exceeds objectives (or expectations) in ways that provide tangible benefits or meets objectives (or expectations) and contains at least one enhancing feature that provides significant benefits.

Criteria	Yes meets	Does not meet
The vendor is in compliance with IRS, state and local regulations and with no currently outstanding audit findings by these regulatory authorities as it relates to the FMS process.		
Vendor has approval from the IRS under Section 3504 of the IRS Code and IRS Revenue Procedure 70-6 to operate as a Vendor F/EA.		
Vendor has been a fiscal/employee agent in accordance with section 3504 of the IRS code and IRS Revenue Procedure 70-6 for, at minimum, three years		
The vendor enclosed a letter of commitment from a bonding company for a performance bond equal to at least 5% of the total annual amount of the contract		
The most current or previous year's financial audit with the most recent "no material weakness" letter must be sent with this proposal to indicate financial viability for the project.		
VENDOR'S IT SYSTEM		
The transfer of information between the vendor and ODA will be in a format determined by the ODA. The required method for billing data exchange will be Electronic Data Interchange (EDI).		
The contractor is required to have a Disaster Recovery Plan for restoring software and master files and hardware backup if management information systems are disabled and for continuation of client payroll and invoice payment services.		
Interface with the applicable billing system operated by each state agency and conduct HIPAA compliant Electronic Data Interchange (EDI) billing. Vendor must have or provide necessary EDI experience and support to comply with existing EDI standards and guidelines. Vendor will allocate necessary resource to ensure all data exchange testing and validation is done at least 30 days prior to the inception of the program "go-live" targeted to be 1/1/2011.		
The selected vendor must be able to accept the directives in Gubernatorial Executive order 2010-09S which states in part that no		

<p>Cabinet Agency, Board or Commission (Executive Agency) shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. This directive applies to all funds in the custody of an Executive Agency, be they from state, federal, philanthropic or private sources. It applies to all purchases of service made directly by an Executive Agency and services provided by sub-contractors of those providing services purchased by an Executive Agency.</p>		
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	Weight	Does Not Meet 0 Points	Weak 1 Points	Weak to Meets 2 Points	Meets 3 Points	Moderate to Strong 4 Points	Strong 5 Points	Line Score	Section Score
7. Provided a description of transitioning Choices participants to their services.									

COST									
ADDITIONAL CONSIDERATION									
Has the vendor provided evidence of having an Ohio presence?	10 points								

TOTAL POINTS POSSIBLE

Total points possible is 100.

Cost Evaluation.

Once the merits of the Proposals are considered, the State may consider the costs of one or more of the highest-ranking Proposals. But it is within the State’s discretion to wait until after any interviews, presentations, and discussions to evaluate costs. Also, before evaluating the merits of the Proposals, the State may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. And the State may reconsider the excessiveness of any Proposal’s cost at anytime in the evaluation process. The award will based on a scoring ratio of 70:30 with 70 percent referring to the Proposal merits and 30 percent referring to cost.

RULES OF SOLICITATION

Right to Award, Reject or Negotiate

The Ohio Department of Aging reserves the right to seek clarification of each proposal, and/or to award without further discussion of the proposals submitted. Bidder shall specifically stipulate acceptance of all terms and conditions contained in the RFP. ODA reserves the right to reject any and all proposals received by reason of this request or to negotiate separately in any manner necessary to serve the best interest of the public. ODA reserves the right to amend or cancel this RFP without liability if it is in the best interest of the public to do so.

Appeal of Request for Proposal:

All appeals must be made in writing within 10 days of the rendering of the decision that is the subject of the appeal. Appeals must be addressed to:

Chief Legal Counsel
Ohio Department of Aging
Bid # W100220
50 W. Broad Street, 9th Floor

Columbus, OH 43215-3363

Cost of Preparing the Proposal

Costs for developing a proposal are solely the responsibility of the bidder.

Proposal Amendments and Rules for Withdrawal

Unless requested by ODA, no amendments, revisions, or alterations to proposals will be accepted after the proposal due date. Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to ODA.

Conflict of Interest

A proposal shall not be considered for award if the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter related to any other bidder or with any competitor. The proposal must include a certified statement that the proposal was arrived at without any conflict of interest, as described above. Should conflict of interest be detected at any time during the service period, the award shall be null and void and the successful contractor shall assume all costs of this project until such time that a new contractor is selected.

Disposition of Proposals

One copy of the proposal will be retained in ODA procurement files. The proposal of the successful bidder(s) will become a component of the service agreement(s).

TERMS AND CONDITIONS

Instructions, Terms and Conditions for Bidding

I-1. Complete Competitive Sealed Bid with Authorized

Signature. Bidders must submit a complete, signed competitive sealed bid, which at a minimum, should include all of the pages of the Request for Proposal that require the bidder to respond, a CD with the complete proposal in PDF format, and any additional information or samples required by the Request for Proposal. Bids should be signed, in ink (blue is preferred), on the front page, after the checklist, of the Request for Proposal. Ohio Department of Aging (“ODA”) must receive bids no later than 2:00 p.m. the day the bids are scheduled for opening. Bids received after 2:00 p.m. on the scheduled date for opening will be considered as late and will not be opened. ODA receives bids during the hours of 8:00 a.m. through 4:30 p.m., Monday through Friday, except state observed holidays. ODA does not accept bids with insufficient postage or collect on delivery.

I-3. Where Bids must be delivered. Bids must be delivered to the following address:

Ohio Department of Aging
Attn: Brenda Luke, CPPB
Purchasing Manager
Bid Number # W100220
50 W. Broad Street 9th Floor
Columbus, OH 43215-3363

I-4. How Bids May be delivered. Each bid must be submitted in a sealed envelope or similar container with the **bid number clearly marked on the exterior**. If a bidder uses an express mail or courier service, the bid number must be clearly marked on the exterior of the express mail or courier service envelope or must be enclosed in a sealed envelope inside the express mail or courier service envelope with the bid number clearly marked on the inside envelope. A bid that is not properly and clearly marked and is inadvertently opened, before the scheduled bid opening time, may be disqualified without additional consideration.

I-5. Bids are a Public Record. Interested bidders may attend the opening of the bids. After bids are opened they are available for public review by interested parties. Once bids have been reviewed, they will be forwarded to the program manager to begin the evaluation and award process. After bids are opened they are public records as defined in Ohio Revised Code 149.43 and are subject to all laws appurtenant thereto. Bidder may request that certain information, such as trade secrets or proprietary data, be designated as confidential and not considered as public records. Material so designated shall accompany the bid and be in a sealed container duly marked, and shall be readily separable from the bid in order to facilitate public inspection of non confidential portion. Prices, makes, models, catalog numbers of items offered, deliveries and terms of payment shall not be considered as confidential. The decision as to whether or not such trade

secrets or proprietary data shall be disclosed at the bid opening rests solely with the Department of Aging.

I-6. Withdrawal of Bid before Bid Opening. A bidder may withdraw its bid, by written request, any time after ODA receives the bid and before bid opening.

I-7. Withdrawal of Bid after Bid Opening. A bidder may by written request withdraw its bid after bid opening, if there is reasonable proof that an inadvertent mistake was made and the correction cannot be determined with reasonable certainty. "Inadvertent" means inattentive or unobservant; heedless; due to oversight; unintentional. If ODA suspects that the lowest bid contains a mistake, ODA may ask the bidder for written confirmation of its bid.

I-8. Correction of Bid before Bid Opening. If a bidder withdraws its bid and resubmits it with revisions, the revisions should be clearly identified and signed or initialed by the bidder. The omission of a bidder's signature or initials to a modification may result in the bid being determined to be not responsive. Any corrections must be completed off the premises.

I-9. Correction after Bid Opening. ODA may permit a bidder alleging an inadvertent error to correct its bid, after opening, only if the mistake and the correction are clearly evident from the bid and correction does not affect the amount of the bid or otherwise give the bidder an unfair competitive advantage.

I-10. Bids are Firm for 90 Days. Unless stated otherwise, once opened all Bids are irrevocable for ninety (90) days. Beyond ninety (90) days, bidder will have the option to honor their Bid or make a written request to withdraw their Bid from consideration.

I-11. Bidder May Request Clarification. If a bidder discovers an inconsistency, error or omission in this Request for Proposal, the bidder should request clarification from ODA as indicated on the front page of the Request for Proposal. Such clarification may be made only through the internet. Bidders should make their requests for clarification a minimum of five (5) working days before the date of bid opening unless otherwise noted on Page 1 of the RFP. No other form of clarification is acceptable. Failure of Bidder to comply may result in the Bidder being deemed not responsive.

I-12. Requests for Revisions or Additions to the Bid: Bidders are required to comply with all of the terms and conditions of the Request for Proposal, whether the bidder had actual knowledge of the terms and conditions of the Request for Proposal and regardless of any statement or omission in the bid that might indicate a bidder's contrary intention. ODA will not agree to any additional or inconsistent terms or conditions proposed by the bidder. The terms and conditions of the Request for Proposal prevail over any inconsistent or additional terms or conditions of the bid proposed by the bidder.

I-13. ODA Modifications to the Bid. When it is necessary to modify a Request for Proposal, ODA does so by written addendum only.

I-14. Rejected Bids. ODA may reject any bid, in whole or in part, if any of the following circumstances are true:

- (A) bids offer supplies or services that are not in compliance with the requirements, specifications, terms or conditions stated in the Request for Proposal,
- (B) the price of the lowest responsive and responsible bid is excessive in comparison with market conditions or with the purchasing agency's available funds, or
- (C) ODA determines that awarding any item is not in the best interest of the State of Ohio.

I-15. Bid Preparation. The State of Ohio assumes no responsibility for costs incurred by the bidder prior to the award of any Contract resulting from this Proposal. Total liability of the State is limited to the terms and conditions of a resulting Contract.

I-16. Damages Arising from Bid Specifications. A bidder may not be compensated for damages arising from inaccurate or incomplete information in the Request for Proposal specifications or from inaccurate assumptions based upon the specifications.

I-17. Evaluation of Bids. The contract will be awarded most responsive and responsible bidder as determined by ODA under the Ohio Revised Code (the "Code"). To protect the integrity of the competitive bid process, bids will be closed for public review once the evaluation and award process begins.

I-20. Responsive Bidder. A bidder is responsive if its bid responds to the bid specifications in all material respects and contains no irregularities or deviations from the specifications that would affect the amount of the bid or otherwise give the bidder an unfair competitive advantage.

I-21. Responsible Bidder. ODA's determination of a bidder's responsibility includes the following factors:

- (a) experience of the bidder,
- (b) bidder's financial condition,
- (c) bidder's conduct and performance on previous contracts,
- (d) the bidder's facilities,
- (e) the bidder's management skills,
- (f) the bidder's ability to execute the contract properly, and
- (g) review of Federal and the Ohio Department of Transportation debarment list.

I-24. Tie Bids. If two or more bidders score equally and are determined to be responsive and responsible, ODA may break the tie with the flip of a coin. ODA may assign "heads" and "tails" to the bidders. The coin flip may be conducted in the presence of the bidders, if they elect to be present, and is the final determination of the lowest, responsive and responsible bidder.

I-25. Information Requested: ODA may request additional information to evaluate a bidder's responsiveness to the Request for Proposal or to evaluate a bidder's responsibility. If a bidder does not provide the requested information, it may adversely impact ODA's evaluation of the bidder's responsiveness or responsibility.

I-26. Samples: ODA may require bidders, by Request for Proposal or by request during evaluation, to provide sample supplies or equipment or examples of work, at the bidder's expense. Samples must clearly identify the bidder, the bid number, and the item the sample represents in the bid. ODA will return samples that are not destroyed by testing, at the bidder's expense, upon the bidder's timely request. ODA may keep the samples of the bidder awarded the contract until the completion of the contract. Unsolicited samples submitted in response to this Request for Proposal will not be evaluated and ODA may dispose of them in any way it chooses.

I-27. Suspension and Debarments. The Ohio Department of Aging will not award a contract for goods or services, funded in whole or in part with Federal funds, to a person who has been suspended or debarred from doing business with the State of Ohio or who appears on the Federal List of Excluded Parties Listing System <http://www.epls.gov/>.

I-28. Protests and Communications During Evaluation. Any bidder, who is not in agreement with the competitive bidding process used to make the award may file a protest. The protest must be timely and submitted in writing to the Chief Legal Counsel at the Ohio Department of Aging. Any attempt by the bidder, the bidder's agent(s), or any party representing the bidder to file a protest with any entity of the State of Ohio other than ODA may result in the bidder being deemed as not responsive. During the evaluation process, unless requested by ODA as part of the evaluation process, any attempt on the part of the bidder, the bidder's agent(s), or any party representing the bidder, to submit correspondence that is determined by ODA to be an attempt to compromise the impartiality of the evaluation or any attempt on the part of the bidder, the bidder's agent(s), or any party representing the bidder to communicate with any member of the State regarding the evaluation process may be grounds for immediate disqualification of the bidder. A determination to stay the proceedings or reverse an award determination will be at the sole discretion of the Chief Legal Counsel of the Ohio Department of Aging. The decision of the Chief Legal Counsel shall be final and conclusive unless any person adversely affected by the decision commences an action in a court of law.

I-29. Registration with the Secretary of State. By the signature affixed to this Bid, the bidder attests that the Bidder is:
(A) an Ohio corporation that is properly registered with the Ohio Secretary of State; or
(B) a foreign corporation, not incorporated under the laws of the state of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable. Any foreign corporation required to be licensed under Sections 1703.01 to 1703.31 of the Ohio Revised Code, which transacts business in the state of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250, if such corporation is required by Section 1703.01 to

1703.31 of the Revised code to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree.

I-30. Certification Regarding Contract Eligibility with Other Governmental

Entities: By the signature affixed on **Attachment (A)** Bidder hereby certifies that Bidder has not, within the last seven (7) years been the subject of any Government action to limit the Bidder's right to do business with the government. If the Bidder cannot so certify, the Bidder must provide a written explanation with the bid response.

I-31. Non-Collusion Certification: By the signature affixed on Page one (1) of the Bid, the Bidder certifies that he/she is (sole owner, partner, president, secretary, etc.) of the party making the forgoing bid; that such bid is genuine and not collusive or sham; that bidder has not colluded, conspired or agreed, directly or indirectly, with any bidder or person, to put in a sham bid; or colluded or conspired to have another not bid and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price of its bid or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against any bidder or any person or persons interested in the proposed contract and that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted this bid, or the contents state of Ohio, if such corporation is required by Section 1703.01 to 1703.31 of the Revised code to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree.

I-32. Specifications. The Ohio Department of Aging is authorized to prepare specifications to obtain supplies and services. The purpose of the specification is to describe the supplies or services to be purchased and will serve as a basis for comparison of bid responses. The department may use any form of specification it determines to be in the best interest of the State and that best describes the supplies or services to be purchased. Specifications may be in the form of a design specification, a performance specification or a combination thereof. If the department determines that a design, performance or combination specification is not in the best interest of the State, it may use brand name or equal specifications. Where a brand name or equal specification is used, use of the brand name is for the purpose of describing the base standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. Substantially equivalent supplies or services to those designated will be considered for award. The department may also use a qualified products list of the federal government or may develop a qualified products list applicable to the State of Ohio. When developing a qualified products list, the department shall solicit a sufficient number of suppliers to ensure maximum coverage with providers of the supplies or services. Any supplier, not solicited, may request inclusion on the qualified products list. Potential suppliers will be required to furnish exact samples of the supplies or services to be provided for testing and examination by the State. Only those supplies or services that conform to the state's requirements will be considered for inclusion on a qualified products list. The department may also use a brand specific specification when it is determined that the identified brand name supplies or services will satisfy the State's

need in the most cost efficient manner, when the identified brand name supplies or services are necessary to protect the health and well-being of clients of the state, when emergency conditions will not permit acceptance of alternate brand name supplies or services, and when there are two or more authorized stocking distributors available to provide the required brand specific supplies or services. Final approval of, revisions to, and cancellation of the specifications for supplies and services or the proposed criteria and methodology for establishing and maintaining a qualified products list shall be the responsibility of the Ohio Department of Aging.

I-34. Elections Law. Contractor, by signature affixed on this document, hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13. The Contractor is solely responsible to know the requirements and limitations set forth in the above-referenced Divisions of O.R.C. Section 3517.13, and to comply with those requirements and restrictions. The Contractor shall not accept a Contract and/or any purchase order issued under the Contract if the Contractor is unable to certify compliance with all provisions set forth in O.R.C. Section 3517.13. If the Contractor is unable to certify such compliance and accepts a Contract and/or purchase order issued under the Contract, ODA shall deem the Contractor in breach. As such, ODA may deem the Contract invalid and immediately cancel the Contract. If ODA cancels the Contract and applicable purchase order(s), the Contractor will be subject to all legal remedies available to the Ohio Department of Aging up to and including debarment from doing business with the State of Ohio. Also, any Contractor unable to certify compliance with the above referenced provisions in O.R.C. Section 3517.13 (I) & (J) and Governor's Executive Order 2007-01S, that accepts the Contract and any purchase orders issued under the Contract, will be held financially liable for any additional costs incurred by ODA or other governmental entities placing orders under the Contract.

Standard Contract Terms and Conditions.

CONTRACT TERM PROVISIONS:

A. APPROPRIATION OF FUNDS. The State of Ohio's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligations due by the State under this Contract, the State will be released from its obligations on the date funding expires. The current General Assembly cannot commit a future General Assembly to expenditure. Therefore, this contract will automatically expire at the end of a current biennium. The State may renew this Contract in the next biennium by issuing written notice to the contractor or by actions of the State of the decision to do so.

B. OBM CERTIFICATION. None of the rights, duties, or obligations in this contract will be binding on the State, and the Contractor will not begin its performance, until all of the following conditions have been met:

1. All statutory provisions under the Ohio Revised Code, including Section §126.07, have been met.

2. All necessary funds are made available by the appropriate state agencies.
3. If required, approval of this Contract is given by the Controlling Board of Ohio; and
4. If the State is relying on Federal or third-party funds for this Contract the State gives the Contractor written notice that such funds have been made available

C. TERMINATION / SUSPENSION.

1. Contract Termination. If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the State may terminate this Contract in accordance with this section. The termination will be effective on the date delineated by the State.

a. Termination for Default. If Contractor's default is unable to be cured in a reasonable time, the State may terminate the Contract by written notice to the Contractor.

b. Termination for Unremedied Default. If Contractor's default may be cured within a reasonable time, the State will provide written notice to Contractor specifying the default and the time within which Contractor must correct the default. If Contractor fails to cure the specified default within the time required, the State may terminate the Contract. If ODA does not give timely notice of default to Contractor, the State has not waived any of the State's rights or remedies concerning the default.

c. Termination for Persistent Default. The State may terminate this Contract by written notice to Contractor for defaults that are cured, but are persistent. "Persistent" means three or more defaults. After the State has notified Contractor of its third default, the State may terminate this Contract without providing Contractor with an opportunity to cure, if Contractor defaults for a fourth time. The four defaults are not required to be related to each other in any way.

d. Termination for Endangered Performance. The State may terminate this Contract by written notice to the Contractor if the State determines that the performance of the Contract is endangered through no fault of the State.

e. Termination for Financial Instability. The State may terminate this Contract by written notice to the Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.

f. Termination for Delinquency, Violation of Law. The State may terminate this Contract by written notice, if it determines that Contractor is delinquent in its payment of federal, state or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a state agency or political subdivision. The State also may cancel this Contract, if it determines that Contractor has violated any law during the performance of this Contract. However, the State may not terminate this Contract if the Contractor has entered into a repayment agreement with which the Contractor is current.

g. Termination for Subcontractor Default. The State may terminate this Contract for the default of the Contractor or any of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the State for any liability to them. Subcontractors will hold the State harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to the Contractor for any compensation to which they may be entitled.

h. Termination for Failure to Retain Certification. Pursuant to section §125.081 of the

Revised Code, the State may set aside a bid for supplies or services for participation only by minority business enterprises (MBE's) as certified by the State of Ohio, Equal Opportunity Coordinator. After award of the Contract, it is the responsibility of the MBE Contractor to maintain certification as a MBE. If the Contractor fails to renew its certification and/or is decertified by the State of Ohio, Equal Opportunity Coordinator, the State may immediately cancel the Contract.

i. Termination for Convenience. The State may terminate this Contract for its convenience after issuing written notice to the Contractor. If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only after the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined by the State to be owing to the Contractor.

j. Termination, Effectiveness, Contractor Responsibilities. The notice of termination whether for cause or without cause will be effective as soon as Contractor receives it. Upon receipt of the notice of termination, Contractor will immediately cease all work on the Project, if applicable, and refuse any additional orders and take all steps necessary to minimize the costs the Contractor will incur related to this Contract. The Contractor will immediately prepare a report and deliver it to the State. The report must detail either the work completed at the time of termination or the orders received and not processed prior to termination, and if applicable, the percentage of the Project's completion, estimated time for delivery of all orders received prior to termination, any costs incurred by the Contractor in doing the Project to date and any deliverables completed or partially completed but not delivered to the State at the time of termination. Any and all work, whether completed or not, will be delivered to the State along with the specified report. However, if delivery in that manner would not be in the State's interest, then the Contractor will propose a suitable alternate form of delivery.

2. Contract Suspension. If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the State may suspend rather than terminate this Contract where the State believes that doing so would better serve its interest. In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the State's convenience or the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault. The notice of suspension, whether with or without cause will be effective immediately on the Contractor's receipt of the notice. The Contractor will immediately prepare a report and deliver it to the State as is required in the case of termination.

CONTRACT REMEDIES:

A. ACTUAL DAMAGES. Contractor is liable to the State of Ohio for all actual and direct damages caused by Contractor's default. The State may buy substitute supplies or

services, from a third party, for those that were to be provided by Contractor. The State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.

B. LIQUIDATED DAMAGES. If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default, for every day that the default is not cured by the Contractor.

C. DEDUCTION OF DAMAGES FROM CONTRACT PRICE. The State may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the contract, upon prior written notice to being issued to the Contractor by the State.

CONTRACTOR WARRANTY AND LIABILITY PROVISIONS:

A. CONTRACTOR'S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY. Contractor warrants that it is not subject to an unresolved finding for recovery under ORC §9.24. If the warranty was false on the date the parties signed this Contract, the Contract is void *ab initio*.

B. GENERAL REPRESENTATIONS AND WARRANTIES. The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will:

1. Be in accordance with the sound professional standards and the requirements of this Contract and without any material defect.
2. No Deliverable will infringe on the intellectual property rights of any third party.
3. All warranties are in accordance with Contractor's standard business practices attached.
4. That the Deliverables hereunder are merchantable and fit for the particular purpose described in this contract. Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that:
5. The Contractor has the right to enter into this Contract.
6. The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract.
7. The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control.
8. The Contractor has good and marketable title to any goods delivered under this Contract and which title passes to the State.
9. The Contractor has the right and ability to grant the license granted in Deliverable in which title does not pass to the State. If any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for the Deliverable. The Contractor will also indemnify the State for any direct damages and claims by third parties based on breach of these warranties.

C. INDEMNITY. The Contractor will indemnify the State for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Contractors performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors. The Contractor will also indemnify the State against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim of infringement, is based on the modification or misuse. The state agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the State Attorney General. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will take one (1) of the following four (4) actions:

1. Modify the Deliverable so that is no longer infringing.
2. Replace Deliverable with an equivalent or better item.
3. Acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or
4. Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

D. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY LIMITATION PROVISIONS CONTAINED IN THE DOCUMENTS AND MATERIALS INCORPORATED BY REFERENCE INTO THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
2. THE CONTRACTOR FURTHER AGREES THAT THE CONTRACTOR SHALL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR.

GENERAL PROVISIONS:

A. AMENDMENTS. No amendment or modification of this Contract will be effective unless it is in writing and signed by both parties

B. ASSIGNMENT / DELEGATION. The Contractor will not assign any of its rights nor delegate any of its duties under this Contract without written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

C. AUDITS. The Contractor must keep all financial records in a manner consistent with generally accepted accounting principles. Additionally, the Contractor must keep separate business records for this project, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate. During the period covered by this Agreement and until the expiration of three (3) years after final payment under this Agreement, the Contractor agrees to provide the State, its duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this Agreement. The Contractor shall, for each subcontract in excess of two thousand five hundred (\$2,500), require its subcontractors to agree to the same provisions of this Article. The Contractor may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision. The Contractor must provide access to the requested records no later than (5) five business days after the request by the State or any party with audit rights. If an audit reveals any material deviation from the Contract requirements, and misrepresentations or any overcharge to the State or any other provider of funds for the Contract, the State or other party will be entitled to recover damages, as well as the cost of the audit.

D. CONFIDENTIALITY. The Contractor may learn of information, documents, data, records, or other material that is confidential in the performance of this Contract. The Contractor may not disclose any information obtained by it as a result of this Contract, without the written permission of the State. The Contractor must assume that all state information, documents, data, records or other material is confidential. The Contractor's obligation to maintain the confidentiality of the information will not apply where it:

- (1) was already in the Contractor's possession before disclosure by the State, and it was received by the Contractor without the obligation of confidence;
- (2) is independently developed by the Contractor;
- (3) is or becomes publicly available without breach of this Contract;
- (4) is rightfully received by the Contractor from a third party without an obligation of confidence;
- (5) is disclosed by the Contractor with the written consent of the State; or
- (6) is released in accordance with a valid order of a court or governmental agency, provided that the Contractor
 - (a) notifies the State of such order immediately upon receipt of the order and
 - (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the confidential information solely for the purposes

intended to be serviced by the original order of production. The Contractor will return all originals of any information and destroy any copies it has made on termination or expiration of this Contract. The Contractor will be liable for the disclosure of any confidential information. The parties agree that the disclosure of confidential information of the State's may cause the State irreparable damage for which remedies other than injunctive relief may be inadequate, and the Contractor agrees that in the event of a breach of the obligations hereunder, the State shall be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of providing actual damages. This provision shall not, however, diminish or alter any right to claim and recover.

E. CONTRACT CONSTRUCTION. This Contract will be constructed in accordance with the plain meaning of its language and neither for nor against the drafting party.

F. CONTRACTOR DISCLOSURE; LOCATION OF SERVICES, DATA. See Mandatory Minimum Vendor Qualifications. As part of this Agreement, Contractor shall disclose the following:

1. The location (s) where all services will be performed by any contractor or sub-contractor; and
2. The location(s) where any state data associated with any of the services the vendor is providing or seeking to provide will be accessed, tested, maintained, backed-up or stored; and
3. Disclose any shift in the location of any services being provided by the contractor or any subcontractor; and
4. The principal location of business for the contractor and all subcontractors who are supplying services to the State under the proposed contract. Contractor shall not, during the performance of this Contract, change the location(s) of the country where the services are performed or change the location(s) of the country where the data is maintained or made available without prior written approval of the State.
5. Pursuant to Executive Order 2010-09S, No Cabinet Agency, Board or Commission (Executive Agency) shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. This directive applies to all funds in the custody of an Executive Agency, be they from state, federal, philanthropic or private sources. It applies to all purchases of service made directly by an Executive Agency and services provided by any and all sub-contractors of those providing services purchased by Agency.
6. **CERTIFICATION.** Successful Vendor affirms that it understands and will abide by the requirements of Executive Order 2010-09S (EO). Any failure to comply with this EO authorizes the State of Ohio, Department of Aging to immediately void any contract resulting from this RFP at its own sole discretion and to take any additional action appropriate because of such breach of contract.

G. DRUG FREE WORKPLACE. The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

H. EQUAL EMPLOYMENT OPPORTUNITY. The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using the Ohio business Gateway Electronic Filing website <http://business.ohio.gov/efiling/>. Approved Affirmative Action Plans can be found by going to the Equal Opportunity Departments web site: <http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>

I. FORCE MAJEURE. If the State or Contractor is unable to perform any part of its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term “force majeure” means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

J. GOVERNING LAW / SEVERABILITY. This Contract shall be governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio. If any provision of the Contract or the application of any provision is held by that court to be contrary to law, the remaining provisions of the Contract will remain in full force and effect.

K. HEADINGS. The headings used in this Contract are for convenience only and will not affect the interpretation of any of the Contract terms and conditions.

L. NOTICES. For any notice under this Contract to be effective it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract.

M. ORDER OF PRIORITY. If there is any inconsistency or conflict between this document and any provision incorporated by reference, this document will prevail.

N. STRICT PERFORMANCE. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be construed as a waiver of any such term, and either party may at any time demand strict and complete performance by the other party.

O. SURVIVORSHIP. All sections herein relating to payment, confidentiality, license and ownership, indemnification, publicity, construction warranties, limitations of warranties and limitations on damages shall survive the termination of this Contract.

P. TAXES. The State is exempt from all state and local taxes and does not agree to pay any taxes.

SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS

S-1. Contract Components. This Contract consists of the complete Request for Proposal, including the Instructions to Bidders, Terms and Conditions for Bidding, the Standard Contract Terms and Conditions, the Supplemental Contract Terms and Conditions, the Special Contract Terms and Conditions, the bid specifications and any written addenda and contract amendments to the Request for Proposal; the completed competitive sealed bid, including proper modifications, clarifications and samples; and applicable, valid State of Ohio purchase orders or other ordering documents (“Contract”).

S-2. Compensation. In consideration for Contractor’s performance each participating state agency will pay Contractor directly at the rate specified in the Contract. Payments may be made an OSS/OBM warrant or by electronic funds transfer (EFT). For all transactions the Contractor must have a valid W-9 form on file with the Office of Budget and Management.

S-3. Term of Contract. This Contract is effective upon the projected beginning date on the Request for Proposal cover page or upon signature of ODA whichever is later in time. This Contract will remain in effect until the projected ending date on the Request for Proposal cover page or until the Contract is fully performed by both parties or until it terminates in accordance with the Ohio constitutional or statutory limitations in Section 1 of the Contract Terms and Conditions or until it is canceled or terminated, whichever occurs first. State contracts may not extend beyond a biennium. If the term of this Contract extends beyond a biennium, the Contract will terminate on the last day of the current biennium. At that time, ODA may renew this Contract by letter to Contractor no later than July 1, of the new biennium. The operating biennium expires June 30th of each odd-numbered calendar year.

S-4. Contract Renewal. This Contract may be renewed solely at the discretion of ODA for a period of one year. Any further renewals will be for an appropriate period of time. The cumulative time of all renewals may not exceed five years (5) unless ODA determines that additional renewal is necessary.

S-5. Time of Delivery. If Contractor is not able to deliver the supplies or services on the date and time specified by the participating state agency on the agency’s ordering document, Contractor must coordinate an acceptable date and time for delivery with the agency. If Contractor is not able to or does not provide the supplies or services to a participating state agency by the date and time provided on the agency’s ordering document or by the date and time later agreed upon, the State may obtain any remedy under Section II, “Contract Remedies”, as described in the Standard Contract Terms and Conditions or any other remedy at law.

S-6. Workers' Compensation. Workers' compensation insurance, is required by Ohio law or the laws of any other state where work under this Contract will be done. The Contractor will also maintain employer's liability insurance with at least a \$1,000,000.00 limit.

S-8. Contract Compliance. The Ohio Department of Aging will be responsible for the administration of the Contract and will monitor the Contractor's performance and compliance with the terms, conditions and specifications of the Contract. If an agency observes any infraction(s), such shall be documented and conveyed to the Contractor for immediate correction. If the Contractor fails to rectify the infraction(s), the agency will notify DAS through a Complaint to Vendor (CTV) to help resolve the infraction(s).

S-9. Ohio Ethics. All Contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09, and Governor Strickland's Executive Order 2007-01S for Ethics. In accordance with Executive Order 2007-01S, Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Contract and may result in the loss of other Contracts with the state of Ohio up to and including debarment. Contractor certifies that it is currently in compliance and will continue to adhere to the Requirements of Ohio ethics laws. Executive Order 2007-01S is available for review at www.governor.ohio.gov, click on Governor's Office and then on Executive Orders.

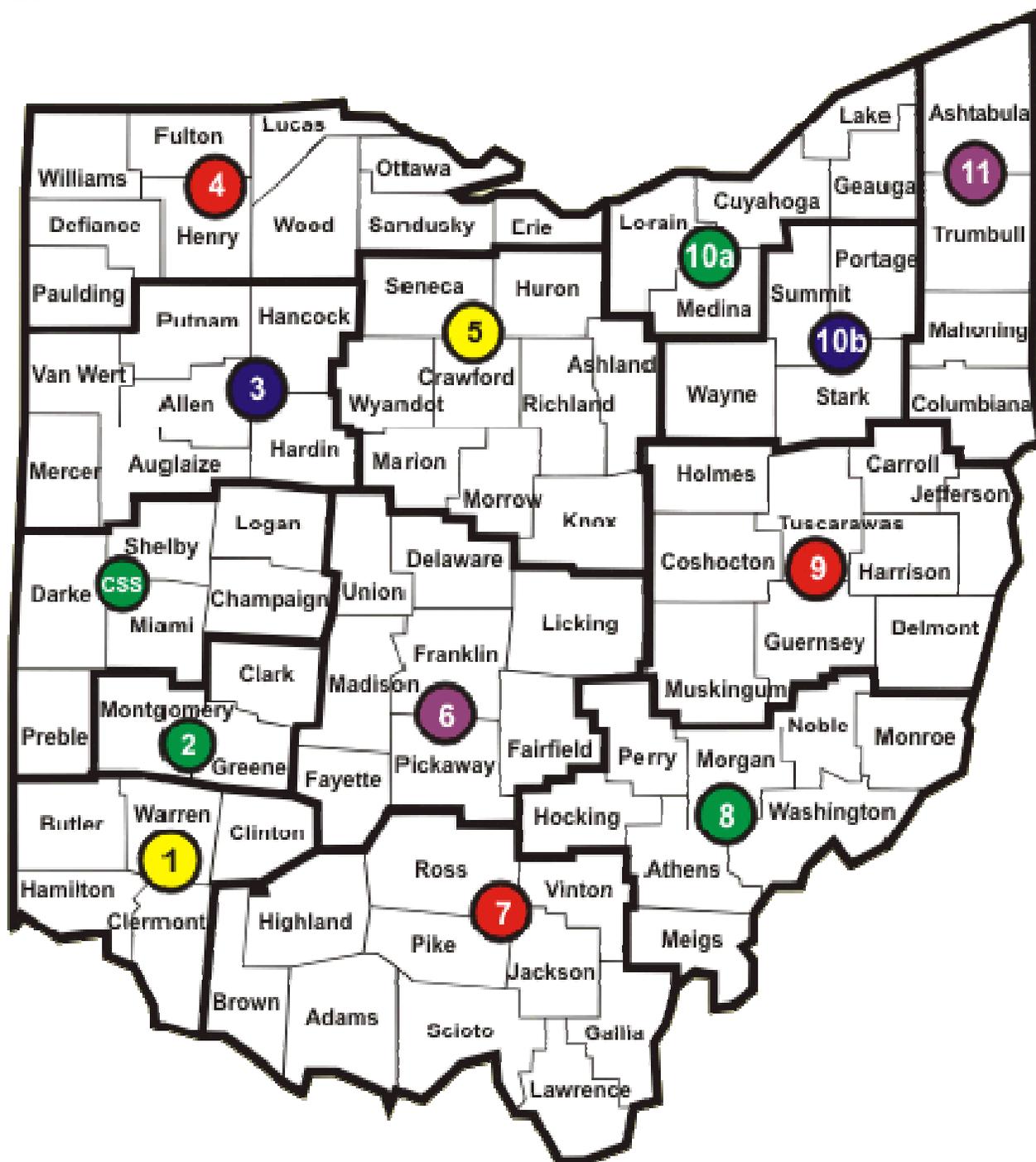
S-10. Declaration of Material Assistance. In accordance with R.C. 2909.33(C), I certify that I meet one of the following conditions:

(a) I have **not** received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year; or

(b)(1) I have received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year. and,

(2) I have either pre-certified with the Office of Budget and Management, or have completed the Declaration of Material Assistance form as directed on page 2 of the Request for Proposal. I further certify that I have not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

Appendix A



Appendix B
Participant and individual worker projections

State Fiscal Year (SFY)	Month	PASSPORT		Choices	PASSPORT + Choices	
		Low Range Client Months (5.5%)	High Range Client Months (7.5%)	Projected Choices Client Months	Low Range Total Client Months (5.5%)	High Range Total Client Months (7.5%)
SFY 2011	Jan-11	3	3		3	3
	Feb-11	22	27		22	27
	Mar-11	59	75		59	75
	Apr-11	115	147		115	147
	May-11	189	244		189	244
	Jun-11	281	367		281	367
SFY 2012	Jul-11	374	490		374	490
	Aug-11	465	610		465	610
	Sep-11	554	728		554	728
	Oct-11	641	843		641	843
	Nov-11	726	955		726	955
	Dec-11	809	1,065		809	1,065
	Jan-12	891	1,173	761	1,652	1,934
	Feb-12	971	1,278	772	1,743	2,050
	Mar-12	1,049	1,381	783	1,832	2,164
	Apr-12	1,125	1,482	794	1,919	2,276
	May-12	1,200	1,581	804	2,004	2,385
	Jun-12	1,273	1,677	814	2,087	2,491
SFY 2013	Jul-12	1,345	1,784	826	2,171	2,610
	Aug-12	1,417	1,891	838	2,255	2,729
	Sep-12	1,488	1,996	850	2,338	2,846
	Oct-12	1,557	2,099	862	2,419	2,961
	Nov-12	1,625	2,199	874	2,499	3,073
	Dec-12	1,691	2,297	885	2,576	3,182
	Jan-13	1,756	2,393	896	2,652	3,289
	Feb-13	1,820	2,487	907	2,727	3,394
	Mar-13	1,882	2,579	918	2,800	3,497
	Apr-13	1,943	2,669	929	2,872	3,598
	May-13	2,003	2,758	940	2,943	3,698
	Jun-13	2,061	2,845	950	3,011	3,795

Notes:

- PASSPORT IP growth projected at 5.5% Low Range and 7.5% High Range of overall PASSPORT census.
- State Fiscal Years are from July 1st to Jun 30th.
- PASSPORT implementation would begin January 2001, the 3rd quarter of SFY 2011.
- Choices consumers added January 2012 beginning the 3rd Quarter of SFY 2012.
- Choices consumers already average 1.5 providers billing per month.
- Over time, PASSPORT consumers may approach the Choices average.

Appendix C

Readiness Review

ODA

Financial Management Services (FMS) Readiness Review

Name of FMS Provider Reviewed: _____

Address: _____

Phone: _____

A. Status of Physical Plant, Equipment, Information Systems Technology and Customer Service System

A.1 _____ Is the physical plant’s location, size, equipment (including computer hardware and software) adequate to effectively operate FMS?

_____ Yes _____ No

If not, why and what is the FMS’s plan for correcting the situation?

A.2 _____ Is the FMS effectively executing the philosophy of participant direction and being culturally sensitive in all business practices in order to communicate effectively with a diverse population of participants of all ages and with a variety of disabilities and chronic conditions?

_____ Yes _____ No

_____ System in Place

_____ Written Policies and Procedures In Place

_____ Internal Controls Documented for Monitoring

If not, why and what is the FMS’s plan for correcting the situation?

A.3 _____ Does the FMS communicate effectively with participants who have a variety of functional impairments, including the need for large print/alternative formats, telecommunication devices for hearing and speech impaired, and access to translation services and to an interpreter?

_____ Yes _____ No

_____ System in Place

_____ Written Policies and Procedures In Place

_____ Internal Controls Documented for Monitoring

If not, why and what is the FMS's plan for correcting the situation?

A.4 _____ Are the necessary technologies and accommodations in place adequate to effectively operate FMS services?

- _____ Toll free number (or other method for free calls from participants)
- _____ Internet web site
- _____ E-mail communication option
- _____ TDD line
- _____ Fax
- _____ Alternate/large print capabilities
- _____ Foreign language/American sign language capabilities

If not, why and what is the FMS's plan for correcting the situation?

A.5 _____ Does the FMS return calls within 24 and at most 48 hours from the time the message is recorded?

- _____ Yes _____ No
- _____ System in Place
- _____ Written Policies and Procedures In Place
- _____ Internal Controls Documented for Monitoring

If not, why and what is the FMS's plan for correcting the situation?

A.6. _____ Does the FMS have a communication, corrective action, and complaint tracking system for participant employers and workers that addresses the following issues and is automated so that information can be analyzed by participant employer, issue and over time?

- _____ Yes _____ No
- _____ System in Place
- _____ Written Policies and Procedures In Place
- _____ Internal Controls Documented for Monitoring

If not, why and what is the FMS's plan for correcting the situation?

A.7 _____ Does the FMS notify participant employers and the contracting entity staff (case managers) in a timely manner in the event a payroll is processed and disbursed late (i.e., over five days)

_____ Yes _____ No

_____ System in Place

_____ Written Policies and Procedures In Place

_____ Internal Controls Documented for Monitoring

If not, why and what is the FMS's plan for correcting the situation?

A.8 _____ Does the FMS obtain and evaluate participant feedback, experience and satisfaction with the receipt of FMS, have alternative methods for collecting this information (e.g., more than mail surveys) and use this information to make improvements to systems, policies and procedures? _____ Yes _____ No

_____ System in Place

_____ Written Policies and Procedures In Place

_____ Internal Controls Documented for Monitoring

If not, why and what is the FMS's plan for correcting the situation?

B. Staffing

B.1 _____ Does the FMS have an organization chart for the organization and for the FMS function? _____ Yes _____ No

Attach a copy of all relevant organizational charts.

If not, why and what is the FMS's plan for correcting the situation?

B.2 _____ Are the key management and staff in place and is the level of staffing (FTEs) and staff qualifications and experience sufficient to provide effective FMS in accordance with the mandatory staff qualifications on the contract?

_____ Yes _____ No?

Attach job descriptions of all FMS management and staff positions and resumes of existing staff.

If not, why and what is the FMS's plan for correcting the situation?

B.3 _____ Has the FMS had any trouble recruiting staff and does the FMS foresee any challenges in recruiting staff in the future?

_____ Yes _____ No

If yes, how does the FMS plan to address these challenges?

C. Coordination and Communication with Case Managers

C.1 _____ Does the FMS communicate effectively with the case managers (Support Coordinators in other systems) and avoid duplication of activities in supporting participants in understanding and implementing arrangements?

_____ Yes _____ No

_____ System in Place

_____ Written Policies and Procedures In Place

_____ Internal Controls Documented for Monitoring

If not, why and what is the FMS's plan for correcting the situation?

C.2 _____ Do the FMS's policies and procedures clearly describe the FMS's and the Case Managers role and responsibilities related to the Ohio PASSPORT and Choices Waivers, participant employers and workers?

_____ Yes _____ No

If not, why and what is the FMS's plan for correcting the situation?

C.3 _____ Does the FMS have a process by which they receive information including Medicaid identification numbers and service plans from the Case Manager regarding participants who enroll in and disenroll from the PASSPORT and Choices Waiver programs?

_____ Yes _____ No

_____ System in Place

_____ Written Policies and Procedures In Place

_____ Internal Controls Documented for Monitoring

If not, why and what is the FMS's plan for correcting the situation?

C.4 _____ Does the FMS notify a participant employer’s case manager when FMS staff becomes aware of an issue related to a participant employer’s performance (e.g., untimely timesheet filing or over reporting of worker’s hours) and/or any incidences of financial fraud/abuse or a participant employer’s inability to perform required tasks?

_____ Yes _____ No

_____ System in Place

_____ Written Policies and Procedures In Place

_____ Internal Controls Documented for Monitoring

If not, why and what is the FMS’s plan for correcting the situation?

D. Administration - FMS Policies and Procedures Manual, Quality Management Plan and Staying Up-to-Date with Federal and State Rules and Regulations Pertaining to Vendor FMS and Household Employers and Employees

D.1. _____ Has the FMS developed a comprehensive FMS Policies and Procedures Manual that documents all FMS tasks, includes all applicable federal and state forms and documented internal controls for each FMS task?

_____ Yes _____ No

If not, why and what is the FMS’s plan for correcting the situation?

Attach copy of the manual.

D.2. _____ Does the FMS update its FMS Policies and Procedures Manual as needed and at least annually in an accurate, complete and timely manner?

_____ Yes _____ No

_____ System in Place

_____ Written Policies and Procedures In Place

_____ Internal Controls Documented for Monitoring

If not, why and what is the FMS’s plan for correcting the situation?

D.3 _____ Does the FMS review and update all IRS forms, instructions, notices and publications related to FMS's, household employers and employees and for withholding, filing and paying federal income tax withholding and employment taxes (FICA and FUTA) and managing advanced payments of federal earned income credit (EIC) on behalf of the participant employers it represents and their workers (Key web site www.irs.gov)?

Yes No
 System in Place
 Written Policies and Procedures In Place
 Internal Controls Documented for Monitoring
 If not, why and what is the FMS's plan for correcting the situation?

D.4 Does the FMS review and update all applicable US Citizenship and Immigration Services (US CIS) rules, forms (i.e., US CIS Form I-9, *Employment Eligibility Verification*) and instructions. (Key web site: www.uscis.gov)?

Yes No
 System in Place
 Written Policies and Procedures In Place
 Internal Controls Documented for Monitoring
 If not, why and what is the FMS's plan for correcting the situation?

D.5 Does the FMS review and update all applicable federal Department of Labor rules, forms and instructions related to household employers and domestic service employees and Federal Fair Labor Standards/wage and hour rules (Key web site: www.dol.gov)?

Yes No
 System in Place
 Written Policies and Procedures In Place
 Internal Controls Documented for Monitoring
 If not, why and what is the FMS's plan for correcting the situation?

D.6 Does the FMS review and update all applicable State and local taxation rules (including local tax reciprocity rules), forms and instructions related to household employers and domestic service employees and issues related to State wage and hour rules?

Yes No
 System in Place
 Written Policies and Procedures In Place
 Internal Controls Documented for Monitoring
 If not, why and what is the FMS's plan for correcting the situation?

D.7 _____ Does the FMS review and update all Federal and State Unemployment rules, forms and instructions for registering and retiring participant employers as employers, and for withholding, filing and paying state unemployment insurance taxes for each participant it represents in accordance with information presented on state web sites and in department handbooks/manuals?

_____ Yes _____ No
_____ System in Place
_____ Written Policies and Procedures In Place
_____ Internal Controls Documented for Monitoring
If not, why and what is the FMS’s plan to correct the situation?

D.8. _____ Does the FMS report participant employers’ new hires through the Ohio New Hires Operations Center (Key web site |www.oh-newhire.com**Error!**
Bookmark not defined.)

_____ Yes _____ No
_____ System in Place
_____ Written Policies and Procedures In Place
_____ Internal Controls Documented for Monitoring
If not, why and what is the FMS’s plan for correcting the situation?

D.9 _____ Does the FMS review and update all rules, forms and instructions for registering and retiring participant employers as employers, and for withholding, filing and paying state and local income tax withholding for each participant employer it represents in accordance with information provided on the Ohio’s state and local web site(s) and in department handbooks/manual(s)?

_____ Yes _____ No
_____ System in Place
_____ Written Policies and Procedures In Place
_____ Internal Controls Documented for Monitoring
If not, why and what is the FMS’s plan for correcting the situation?

D.10 _____ Does the FMS identify participant employer's back-up workers for payroll purposes?

_____ Yes _____ No

_____ System in Place

_____ Written Policies and Procedures In Place

_____ Internal Controls Documented for Monitoring

If not, why and what is the FMS's plan for correcting the situation?

E. Administration – Record Management Process

E.1 _____ Does the FMS establish and maintain current participant employer, worker and FMS files on site in a secure and confidential manner as required by federal and state rules and regulations (e.g., program records kept in a secure place with restricted access using a password protected computer system)?

_____ Yes _____ No

_____ System in Place

_____ Written Policies and Procedures In Place

_____ Internal Controls Documented for Monitoring

If not, why and what is the FMS's plan to correct the situation?

E.2 _____ Does the FMS establish and maintain archived participant employer, worker and FMS files in a secure and confidential manner as required by federal and state rules and regulations either on or off site (e.g., program records kept in compliance with secure place with restricted access using a password protected computer system) and maintain them for seven years either on or off site?

_____ Yes _____ No

_____ System in Place

_____ Written Policies and Procedures In Place

_____ Internal Controls Documented for Monitoring

If not, why and what is the FMS's plan to correct the situation?

E.3 _____ Does the FMS ensure that access to Medicaid information will be limited to FMS office staff and that it will take prudent safeguards to protect unauthorized disclosure of the Medicaid information in its possession and comply with Medicaid Confidentiality requirements and HIPAA as applicable?

_____ Yes _____ No

_____ System in Place

_____ Written Policies and Procedures In Place
 _____ Internal Controls Documented for Monitoring
 If not, why and what is the FMS’s plan to correct the situation?

E.4. _____ Has the FMS developed a disaster recovery plan for electronic information and the related policies, procedures and internal controls included in the FMS Policies and Procedures Manual? _____ Yes _____ No

_____ System in Place
 _____ Written Policies and Procedures In Place
 _____ Internal Controls Documented for Monitoring
 _____ Approval by Waiver Agent

If not, why and what is the FMS’s plan to correct the situation?

E.5. _____ Has the FMS developed a system and a written policy and procedure and internal control for maintaining other records and information required by the contract with ODA?

_____ Yes _____ No
 _____ System in Place
 _____ Written Policies and Procedures In Place
 _____ Internal Controls Documented for Monitoring
 _____ Approval by Waiver Agent

If not, why and what is the FMS’s plan to correct the situation?

F. Administration – Processing Payroll and Invoices Preparing and Submitting Required Reports to State Government and Participant employers/Representatives

F.1 _____ Does the FMS process payroll and pay other invoices in an efficient manner?

_____ Yes _____ No
 _____ System in Place
 _____ Written Policies and Procedures In Place
 _____ Internal Controls Documented for Monitoring
 _____ Approval by Waiver Agent

If not, why and what is the FMS’s plan to correct the situation?

F.2. _____ Has the FMS developed the format for and submitted a sample monthly report of financial activities to each participant employer with a copy to ODA?

- _____ Yes _____ No
- _____ System in Place
- _____ Written Policies and Procedures In Place
- _____ Internal Controls Documented for Monitoring
- _____ Approval by Waiver Agent

If not, why and what is the FMS's plan to correct the situation?

G. Enrollment of Participants and Workers

G.1. _____ Does the FMS have a standard orientation protocol for participant employers (by phone or in-person), as requested by the participant employer or representative, to be implemented by FMS staff?

- _____ Yes _____ No
- _____ System in Place
- _____ Written Policies and Procedures In Place
- _____ Internal Controls Documented for Monitoring

If not, why and what is the FMS's plan to correct the situation?

G.2. _____ Does the FMS ensure that each participant employer understands the role of the FMS in the PASSPORT and Choices Waiver Programs?

- _____ Yes _____ No
- _____ System in Place
- _____ Written Policies and Procedures In Place
- _____ Internal Controls Documented for Monitoring

If not, why and what is the FMS's plan to correct the situation?

G.3. _____ Does the FMS evaluate all FMS orientation materials and its standard orientation protocol?

- _____ Yes _____ No
- _____ System in Place
- _____ Written Policies and Procedures In Place

_____ Internal Controls Documented for Monitoring
If not, why and what is the FMS's plan to correct the situation?

G.4 _____ Has the FMS developed Participant Employer Enrollment and Individual Worker employment packets that meets program requirements in a user friendly format:

_____ Yes _____ No
_____ System in Place
_____ Written Policies and Procedures In Place
_____ Internal Controls Documented for Monitoring
If not, why and what is the FMS's plan to correct the situation?

Attach a copy of each of the packets.

G.5 _____ Does the FMS produce and distribute Participant Employer Enrollment and Individual Worker Employment Packets and collect, review and process the information contained in these packets?

_____ Yes _____ No
_____ System in Place
_____ Written Policies and Procedures In Place
_____ Internal Controls Documented for Monitoring
If not, why and what is the FMS's plan to correct the situation?

H. Approval to Be an FMS

H.1 _____ Does the FMS have IRS approval in accordance with section 3504 of the IRS code And Revenue Procedure 70-6, 1970-1, C.B. (i.e. general procedures for agent designation and reporting and filing as an agent)?

_____ Yes _____ No
If not, why and what is the FMS's plan for correcting the situation?

H.2 _____ Does the FMS have a separate FEIN specifically to file the IRS Forms 2678, 8821 and selected federal tax forms on participant employers' behalf?

_____ Yes _____ No

If not, why and what is the FMS's plan for correcting the situation?

H.3 _____ Has the FMS executed an IRS Form 8655, *Reporting Agent Authorization* between itself and its reporting agent, if the FMS has engaged a reporting agent to process payroll on its behalf and for maintaining the applicable documentation in the FMS's file?

_____ Yes _____ No

If not, why and what is the FMS's plan for correcting the situation?

H.4 _____ Does the FMS revoke IRS Form 8655 with a reporting agent when appropriate and for maintaining the applicable documentation in the FMS's file?

_____ Yes _____ No

_____ System in Place

_____ Written Policies and Procedures In Place

_____ Internal Controls Documented for Monitoring

If not, why and what is the FMS's plan for correcting the situation?

H.5 _____ Does the FMS attach a federal employer identification number (FEIN) for each participant employer it represents and for maintain copies of the IRS FEIN notification and the filed Form SS-4, *Application for Employer Identification Number* in each participant employer's file?

_____ Yes _____ No

_____ System in Place

_____ Written Policies and Procedures In Place

_____ Internal Controls Documented for Monitoring

If not, why and what is the FMS's plan for correcting the situation?

H.6 _____ Does the FMS retire individuals' FEIN's when they are no longer employers (and stating specifically in the letter when the participant employer is deceased)?

_____ Yes _____ No

_____ System in Place

_____ Written Policies and Procedures In Place

_____ Internal Controls Documented for Monitoring

If not, why and what is the FMS's plan for correcting the situation?

H.7 _____ Does the FMS monitor the FEIN process, including attaching and retiring FEINs and making sure all relevant documentation is maintained in each participant employer's file?

_____ Yes _____ No

_____ System in Place

_____ Written Policies and Procedures In Place

_____ Internal Controls Documented for Monitoring

If not, why and what is the FMS's plan for correcting the situation?

H.8 _____ Does the FMS prepare, submit and maintain copies of a signed IRS Form 2678: *Employer Appointment of Agent*, Request for Approval Letter (multiple individuals may be listed on one letter) to the IRS for maintaining IRS Approval Notification for each participant employer it represents?

_____ Yes _____ No

_____ System in Place

_____ Written Policies and Procedures In Place

_____ Internal Controls Documented for Monitoring

If not, why and what is the FMS's plan for correcting the situation?

H.9 _____ Does the FMS submit the IRS Form 2678 and IRS Request for Approval Letter, receipt of IRS FMS Authorization Notice from the IRS and documents revoking the IRS Form 2678 in accordance with IRS requirements and the maintenance of all relevant documentation in each participant employer's file?

_____ Yes _____ No

_____ System in Place

_____ Written Policies and Procedures In Place

_____ Internal Controls Documented for Monitoring

If not, why and what is the FMS's plan for correcting the situation?

H.10 _____ Does the FMS file a signed IRS Form 8821, *Tax Information Authorization* with the IRS for each participant employer it represents in order to communicate with the IRS on the participant employer's behalf regarding federal employment tax issues and to maintain copies of the Form in each participant employer's file?

_____ Yes _____ No

_____ System in Place

_____ Written Policies and Procedures In Place

_____ Internal Controls Documented for Monitoring

If not, why and what is the FMS's plan for correcting the situation?

H.11 _____ Does the FMS file IRS Form 8821 renewals for each applicable participant employer at the appropriate time?

_____ Yes _____ No

_____ System in Place

_____ Written Policies and Procedures In Place

_____ Internal Controls Documented for Monitoring

If not, why and what is the FMS's plan for correcting the situation?

H.12 _____ Does the FMS revoke the IRS Form 8821 for each participant employer when the FMS no longer represents the individual and to maintain the relevant documentation in participant employers' files?

_____ Yes _____ No

_____ System in Place

_____ Written Policies and Procedures In Place

_____ Internal Controls Documented for Monitoring

If not, why and what is the FMS's plan for correcting the situation?

H.13 _____ Does the FMS file the pertinent state and local taxation forms for registration for Ohio Taxes and attaching state income and unemployment tax registration numbers for each participant employer it represents and maintain the appropriate documentation in participant employers' files?

_____ Yes _____ No

_____ System in Place

_____ Written Policies and Procedures In Place

_____ Internal Controls Documented for Monitoring

If not, why and what is the FMS's plan for correcting the situation?

H.14 _____ Does the FMS retire the state income tax registration number for each participant employer it represents using the appropriate Ohio Department of Taxation forma and maintain the appropriate documentation in participant employers' files?

_____ Yes _____ No

_____ System in Place

_____ Written Policies and Procedures In Place

_____ Internal Controls Documented for Monitoring

If not, why and what is the FMS's plan for correcting the situation?

H.15 _____ Does the FMS retire the state unemployment tax registration number for each participant employer it represents and maintain the appropriate documentation in program participants' files?

_____ Yes _____ No

_____ System in Place

_____ Written Policies and Procedures In Place

_____ Internal Controls Documented for Monitoring

If not, why and what is the FMS's plan for correcting the situation?

Appendix D

A CONTRACT BETWEEN
THE OHIO DEPARTMENT OF AGING
AND

(CONTRACTOR)

THIS CONTRACT, which results from RFP W100220, Financial Management Services (FMS) Program, is between the state of Ohio, Department of Aging (the "State"), and _____ (the "Contractor").

If this RFP results in a contract award, the Contract will consist of this RFP including all attachments, written amendments to this RFP, the Contractor's proposal, and written, authorized amendments to the Contractor's proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is this one page attachment to the RFP, which incorporates by reference all the documents identified above. The terms and conditions for the Contract are contained in this RFP. If there are conflicting provisions between the documents that make up the contract, the order of preference for the documents is as follows:

1. This Project and Contract is governed by the State Term Schedule No. _____. If there are any conflicts between the State Term Schedule and this Contract, the State Term Schedule will prevail;
2. This RFP, as amended;
3. The documents and materials incorporated by reference in the RFP;
4. The Contractor's proposal, as amended, clarified, and accepted by the State; and
5. The documents and materials incorporated by reference in the Contractor's proposal.

Notwithstanding the order listed above, purchase order, change orders and amendments issued after the contracts executed may expressly change the provisions of the contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the contract.

This contract has an effective date of the later of _____, 20____, or the occurrence of all conditions precedent specified in the Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates below.

CONTRACTOR

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE
SERVICES

Date:

Date:

Appendix E

Format for Organization of the Proposal

1. RFP Number:
2. Vendor Contact Information to include Name, address, phone number, fax number and person authorized to negotiate on behalf of the company.
3. Contract Period
4. Include vendor experience, qualifications, references with contact information
5. Organizational Chart
6. Staff Experience/Resumes
 - Project Manager
 - Accounting
 - Systems Analyst
 - Other Support Staff
7. IRS Fiscal/Employer Agent (F/EA) Certification
8. Vendor Financial Statement/Audit (most recent) with Opinion letter from a CPA
9. Budget (per-member per month (PMPM) rate.
10. Bonding company commitment letter
11. Narrative to define responsibilities/duties required of Vendor Fiscal/Agent Requirements
12. Narrative to define Vendor IT Systems responsibilities/duties.
13. Complete and submit IRS W-9 Form (Rev. October 2007) available at [IRS.gov](http://irs.gov)
14. Complete and submit Vendor Information Form (OBM5657) available at: <http://ohiosharedservices.ohio.gov/Vendors.aspx?Page=2>
15. Complete Form Attachment I: Banning the Expenditure of Public Funds on Offshore Services.
16. Complete Vendor Information Form
17. Complete IRS W-9 Form

Appendix F

Drug-Free Workplace Requirements Certification

Pursuant to the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR 98, Subpart F, I, _____, the undersigned, in representation of _____, the grantee, attest and certify that the grantee will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantees workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about:

1. The dangers of drug in the workplace,;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees, for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

1. Abide by the terms of the statement; and
2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notify the agency in writing ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every grant officer on whose grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under

subparagraph (d)(2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against, such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (street address, city, state, zip code):

Check () if there are workplaces on file that are not identified here.

Signature of Authorized Official

Date

Printed Name of Authorized Official

Title

Appendix G

Submission of RFP/Bid and Additional Offeror Responsibilities & Q & A:

1. Inquiries:

Offerors may make inquiries regarding this RFP at any time during the inquiry period listed on the Cover Sheet of this RFP (Estimated Schedule August 20, 2010 – September 13, 2010). To make an inquiry, Offerors must use the following process:

- 1.1 Access the State Procurement Web site at <http://www.ohio.gov/procure>;
- 1.2 From the Navigation Bar on the left, select "Find it Fast";
- 1.3 Select "Doc/Bid/Schedule#" as the Type;
- 1.4 Enter AGE and the RFP Number found on Page 1 of the document;
- 1.5 Click "Find it Fast";
- 1.6 On the document information page, click "Submit Inquiry";
- 1.7 On the document inquiry page, complete the required "Personal Information" section by providing:
 - 1.7.1 First and last name of the prospective Offeror's representative who is responsible for the inquiry;
 - 1.7.2 Name of the prospective Offeror;
 - 1.7.3 Representative's business phone number; and
 - 1.7.4 Representative's e-mail address.
- 1.8 Type the inquiry in the space provided including;
- 1.9 A reference to the relevant part of this RFP;
- 1.10 The heading for the provisions under question; and
- 1.11 The page number of the RFP where the provision can be found.
- 1.12 Click "Submit".
- 1.13 Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt. Offerors will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered.
- 1.14 Offerors may view inquiries and responses using the following process:
 - 1.14.1 Access the State Procurement Web Site at <http://www.ohio.gov/procure>;
 - 1.14.2 From the Navigation Bar on the left, select "Find it Fast";
 - 1.14.3 Select "Doc/Bid/Schedule#" as the Type;
 - 1.14.4 Enter "AGE" and the RFP Number found on Page 1 of the document;
 - 1.14.5 Click "Find it Fast";
 - 1.14.6 On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.
- 1.15 The State will try to respond to all inquiries within forty-eight (48) hours of receipt, excluding weekends and State holidays. The State will not respond to any inquiries received after 8:00 A.M. on the inquiry end date.
- 1.16 When an amendment to this RFP is necessary less than two (2) days before the RFP due date, the State may extend the RFP due date through an announcement. Amendment announcements may be provided any time before 2:00 P.M. on September 13, 2010.

Appendix H

DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD TERMS AND CONDITIONS

EXECUTIVE ORDER 2010-09S

Banning the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in service contracts.

I. EXECUTIVE ORDER REQUIREMENTS:

The Contractor affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland 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. The Executive Order is provided as an attachment and also is available at the following website:

<http://www.governor.ohio.gov/Default.aspx?tabid=1495>.

The Contractor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

II. TERMINATION, SANCTION, DAMAGES:

The State is not obligated and shall not pay for any services provided under this Contract that the 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 the State all funds paid for those services.

In addition, if the Contractor or any of its subcontractors perform any such services outside of the United States, the State may, at any time after the breach, terminate this Contract for such breach, upon written notice to the Contractor. If the State terminates the Contract, the State may buy substitute services from a third party, and the State may recover the additional costs associated with acquiring the substitute services.

If the Contractor or any of its subcontractors prepares to perform services, changes or shifts the location(s) of services performed by the Contractor or its subcontractors under this Contract to a location(s) outside of the United States, but no services are actually performed, the Contractor has

[insert number of days not to exceed 30 days] to change or shift the location(s) of services performed to location(s) within the United States. The State may recover liquidated damages in the amount of [insert the percentage] % of the value of the contract for every day past the time permitted to change or shift the location(s).

III. ASSIGNMENT / DELEGATION:

The Contractor will not assign any of its rights nor delegate any of its duties and responsibilities under this Contract without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

Appendix I

DEPARTMENT OF ADMINISTRATIVE SERVICES
STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2010-09S

Banning the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2010-09S issued by Ohio Governor Ted Strickland. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

The Bidder/Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the Bidder/Offeror not responsive and no further consideration will be given to the response. Bidder/Offeror's offering will not be considered. If the Bidder/Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

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)

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)