

REQUEST FOR PROPOSALS

RFP NUMBER: CSP900016
INDEX NUMBER: DAS070
UNSPSC CATEGORY: 85000000 & 85101700

The state of Ohio, through the Department of Administrative Services, Office of Procurement Services, for the Ohio Department of Administrative Services (DAS), Benefits Administration Services (BAS) Office, is requesting proposals for:

STATE OF OHIO EMPLOYEE POPULATION HEALTH MANAGEMENT (PHM) PROGRAM

RFP ISSUED: October 10, 2014
INQUIRY PERIOD BEGINS: October 10, 2014
INQUIRY PERIOD ENDS: October 24, 2014 at 8:00 a.m.
PROPOSAL DUE DATE: October 31, 2014 by 1:00 p.m.

Proposals received after the due date and time will not be evaluated.

**OPENING LOCATION: Department of Administrative Services
Office of Procurement Services
ATTN: Bid Desk
4200 Surface Rd.
Columbus, OH 43228-1395**

Offerors must note that all proposals and other material submitted will become the property of the state and may be returned only at the state's option. Proprietary information should not be included in a proposal or supporting materials because the state will have the right to use any materials or ideas submitted in any proposal without compensation to the offeror. Additionally, all proposals will be open to the public after the award of the contract has been posted on the State Procurement Web site. Refer to the Ohio Administrative Code, Section 123:5-1-08 (E).

This RFP consists of five (5) parts and eleven (11) attachments and three (3) supplements, totaling 67 consecutively numbered pages. Please verify that you have a complete copy.

PART ONE: EXECUTIVE SUMMARY

PURPOSE. This is a Request for Competitive Sealed Proposals (RFP) under Section 125.071 of the Ohio Revised Code (ORC) and Section 123:5-1-08 of the Ohio Administrative Code (OAC). The Department of Administrative Services (DAS), Office of Procurement Services, on behalf of the Ohio Department of Administrative Services (DAS), Benefits Administration Services (BAS) Office (the Agency), is soliciting competitive sealed proposals (Proposals) for the State of Ohio Employee Population Health Management (PHM) Program, and this RFP is the result of that request. If a suitable offer is made in response to this RFP, the state of Ohio (State), through DAS, may enter into a contract (the Contract) to have the selected Offeror (the Contractor) perform all or part of the Project (the Work). This RFP provides details on what is required to submit a Proposal for the Work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the Work. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand.

Once awarded, the term of the Contract will be from the award date through June 30, 2018. The State may solely renew this Contract at the discretion of DAS for a period of one month. Any further renewals will be by mutual agreement between the Contractor and DAS for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed four (4) years and are subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. DAS may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of the Agency.

Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance of the Project may result in DAS refusing to consider the Proposal of the Offeror.

MINORITY BUSINESS ENTERPRISE PROGRAM (MBE). This RFP contains a sheltered solicitation requirement, which requires Offeror to seek and set aside a portion of the Work to be exclusively performed by Ohio certified Minority Business Enterprise (MBE) businesses. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE businesses, please visit the DAS Equal Opportunity Division web site at:

<http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/default.aspx>

To search for Ohio MBE Certified Providers, utilize the following search routine published on the DAS Equal Opportunity Division website:

1. Select "Locate MBE Certified Providers" as the EOD Search Area selection;
2. Select "MBE Certified Providers" link;
3. On the subsequent screen select "All Procurement Types" as a search criterion;
4. Select "Search"; and
5. A list of Ohio MBE Certified Service Providers will be displayed.

In seeking solicitations from Ohio certified MBE subcontractors, the Offeror must:

1. Utilize a competitive process to which only Ohio certified MBEs may respond;
2. Have established criteria by which prospective Ohio MBEs will be evaluated including business ability and specific experience related to the Work requirements; and
3. Require the Ohio certified MBE maintain a valid certification throughout the term of the Contract, including any renewals.

After award of the RFP, the Contractor must submit a quarterly report(s) and/or form to the agency representative or designee, and a copy to the DAS Procurement Analyst, documenting the work performed by and payments made to the MBE subcontractor(s). This RFP provides details on the report(s) and/or form and the timing on filing.

OBJECTIVES. A key objective of the State is to continue to include a high quality, cost-effective PHM program in its benefit offerings, which effectively meets the needs of a diverse employee population. The State encourages interested Offerors to provide creative, alternative solutions, which align with the State's objectives.

The state of Ohio intends to contract with a single Population Health Management (PHM) contractor to provide services to eligible members. The prime integrator (the Contractor) shall implement and manage the State's unified PHM program, branded as *Take Charge! Live Well!*. The selected Contractor is expected to provide the full PHM solution through offering and/or sub-contracting for the services outlined in this RFP. The services provided shall be fully integrated and seamless such that enrollees will perceive they are receiving services from a single source, branded as a single program, not services from

disparate contractor organizations. Likewise, the State seeks a relationship with one (1) Contractor to provide a unified Contract, which includes unified measurement, reporting, and account management, rather than contracting with a number of sub-contractors. The selected Contractor shall work with the Ohio Department of Administrative Services (DAS), Benefits Administration Services (BAS) and the labor-management Joint Health Care Committee (JHCC) in educating and encouraging State employees to improve their health and become better health care consumers.

ELIGIBLE POPULATION. The state of Ohio currently offers its PHM program to employees and their spouses enrolled in the medical plan. The disease management portion of the PHM program covers all members enrolled in the medical plan. The below table details the State's PHM eligible population.

	Eligible/Not Eligible	Approximate Employee Count
Employees Enrolled in Health Benefits	Eligible (Incented)	45,000
Employees Not Enrolled in Health Benefits	Not Eligible	4,500
Spouses Enrolled in Health Benefits	Eligible (Incented)	15,540
Spouses Not Enrolled in Health Benefits	Not Eligible	—
Domestic Partners and Other Adult Dependents	Not Eligible	—
All Child Dependents	Eligible for applicable programs (Not incented)	54,400
Retirees and School Employees	Not Eligible	—
Inactive Status	Not Eligible	—
Contingent/ Temporary Workers	Not Eligible	—
Total Eligible Employee Count	Not Eligible	—
Total Eligible Member Count (excluding dependents only eligible for specific Disease Management (DM))	—	61,000

State of Ohio employees are a geographically dispersed workforce of approximately 45,000 employees within over 100 agencies, boards, and commissions. The employees are physically located in approximately 888 work locations (see chart below) concentrated in Ohio and a small number of employees dispersed throughout the United States.

Number of Employees	Number of Locations
0 - 20	596
21 - 50	155
51 - 250	87
250 - 500	33
501 - 1,000	11
1,001 - 3,000	6

The greatest concentrations of State employees are located in six (6) counties: Cuyahoga, Franklin, Lucas, Pickaway, Ross, and Richland. While the PHM Program will be available to employees in all 88 Ohio counties, it is anticipated that the vast majority of program participants will be located in the six (6) counties mentioned above, with Franklin County having the largest number of State employees, with an estimated 16,000 employees in the downtown Columbus area. The largest work locations have an individual(s) whose responsibilities include administration of health care benefits for agency personnel.

STATE BENEFITS. The Ohio Department of Administrative Services is responsible for administering health benefits to state of Ohio employees and their dependents. The State's health plan is a self-insured PPO plan.

Information for the PPO plan coverage is available at the State's employee benefits Web site, www.ohio.gov/employeebenefits. The two (2) medical Third Party Administrators (TPAs) provide claims administration, utilization management (UM), case management (CM), and maternity management to covered members. The State contributes approximately 85% of the premium for health insurance coverage.

The state of Ohio currently works with the following health-related organizations:

Business Partner / Provider	Benefit Program Provided by the Business Partner
Healthways	Population Health Management (current Contractor)
Medical Mutual	Medical TPA
United Healthcare	Medical TPA
Catamaran LLC	Pharmacy Benefit Manager (PBM)
Optum (United Behavioral Health)	Mental Health and Substance Abuse
Truven Analytics	Data Management
Delta Dental	Dental Administrator
Vision Service Plan (VSP)	Vision Administrator
UnitedHealthcare Benefits Services	COBRA Administrator

PHM BACKGROUND AND CONTRACTORS. The State presently offers PHM Programs through one (1) Contractor: Healthways. This contractor has been in place as the State's sole Contractor since 2012.

Historically, BAS has sought to explore and implement innovative, cost effective approaches to maximize the value of the State's benefit programs, as well as promote healthy lifestyles to improve the productivity of the workforce and improve the health of State employees and their families. BAS believes in the value of engaging employees in taking better care of themselves and making better decisions about utilization of their health care resources. As such, *Take Charge! Live Well!* - a fully integrated, comprehensive PHM program - was implemented in the fourth quarter of 2007 to promote individual behavior change.

The primary goal for the State's PHM program is to improve the health of the State's employees and their eligible dependents and manage the rate of increase in future healthcare costs.

The State's PHM Mission Statement: To create an environment that empowers state of Ohio employees and their families to maintain optimal health, wellness, and productivity by taking responsibility for their own health and use of the health care system.

The State's PHM Vision Statement: State of Ohio employees and their families achieve optimal health and wellness through awareness, disease prevention, and healthy behaviors thus improving productivity of the workforce.

The following *Take Charge! Live Well!* programs are currently offered by the state of Ohio to eligible members.

1. **Health Risk Assessments (HRAs).** HRAs are available on-line or via paper.
2. **Health Screenings.** Biometric screenings assess total cholesterol, high-density lipoprotein (HDL), low-density lipoprotein (LDL), blood glucose, blood pressure, Body Mass Index (BMI), height and weight. These currently are offered to employees free of charge via worksite biometric screenings and physician forms.

Worksite screenings have historically been offered throughout the year at between 70 - 80 work locations throughout the State; at these events, a nurse discusses results of the screening with the participant. Screening events also include the opportunity for an employee to talk with a PHM Contractor's staff member regarding their questions on the *Take Charge! Live Well!* program.

3. **Health Fairs.** Local health fairs are currently conducted at seven (7) to twelve (12) locations per year around the State, and this number may increase. Health fairs offer information about health and prevention resources available in the local community. Some include health screenings and other services.
4. **Personalized Health Coaching.** Telephonic coaching is available to members based upon risk level determined from health assessment data. Outreach calls are currently made to all members, falling into moderate to high risk levels.

Smokers who participate in the smoking cessation program are eligible to receive smoking cessation pharmaceuticals through the State's PBM at \$0 copay.

5. **On-Line Lifestyle Behavior Change Programs.** *Take Charge! Live Well!* programs provide members with access to personalized on-line lifestyle behavior change programs. These programs address specific health concerns, including smoking cessation, stress management, nutrition, and weight management.

6. Chronic Condition Management – Disease Management (DM). Conditions managed by the current Contractor include:

- a. Asthma
- b. Chronic Obstructive Pulmonary Disease (COPD)
- c. Coronary Artery Disease (CAD)
- d. Congestive Heart Failure (CHF)
- e. Diabetes

Diabetics who participate in the diabetes chronic condition management program are eligible to receive diabetic supplies at \$0 copay. The current qualification for this program is members having a hemoglobin A1c test once every 12 months.

Individuals are currently identified for chronic condition management based on analysis of medical and pharmacy claims.

7. Nurse Advice Line. Members have access to a health care professional 24 hours per day, 7 days per week for information and help in making informed decisions about treatment and care.

8. Preventive Care Reminders. Notices are mailed to members by the medical TPAs to remind them of recommended preventive care services.

9. Incentives. Incentives are currently only available to employees and their spouses enrolled in the State's medical plan.

a. The current incentive structure is as follows:

- 1) Up to \$350 for each enrolled employee per year
- 2) Up to \$350 for each enrolled spouse per year

b. Specific incentive amounts for the program include the following rewards:

- 1) \$50 upon completion of the HRA
- 2) \$75 upon completion of a worksite health screening/physician form
- 3) \$25 upon completion of both the HRA and biometric screening prior to November 30th of the plan year
- 4) \$200 upon completion of either a coaching program (four calls) or the online programs (five (5) activities ten (10) times each)

Participation in the HRA and worksite health screenings/physician form is voluntary; however, in order to qualify for the additional coaching incentive, the member must take the HRA and participate in a worksite health screening/physician form. In order to qualify for the online program incentive participants must complete the HRA. *Take Charge! Live Well!* incentive awards are currently paid via gift cards, with the Contractor providing incentive feeds to the State on a monthly basis for taxing purposes.

PROGRAM PARTICIPATION. The below table details the State's FY2014 program participation based on program eligible employees and spouses. It is the State's goal to see increased participation in all program components to further achieve the State's PHM mission and vision.

Program	FY14 Total Member Participant Count
Biometrics	16,900
HRA	24,620
Online Programs	7,000
Coaching	5,450

OVERVIEW OF THE PROJECT'S SCOPE OF WORK. DAS has the following objectives that it wants this Work to fulfill, and it will be the Contractor's obligation to ensure that the personnel the Contractor provides are qualified to perform their portions of the Work.

The objective of this RFP is to solicit Proposals that fulfill the requirements, performance expectations and deliverables as outlined in the scope of work (SOW) referenced in Attachment One: Part One of this RFP. It shall be the successful Offeror's obligation to ensure that personnel involved with these services are qualified to perform their portions of the Work.

The state of Ohio intends to issue a contract to one (1) PHM Contractor to perform the Work specified. This section gives only a summary of that work. If there is any inconsistency between this summary and the attached description of the Work, Attachment One: Part One will govern.

The State seeks a Contractor that is dedicated and committed to delivering excellent population health management benefits to its eligible members. Please keep in mind, the State is looking for state of the art, best practices, and actively encourages Offerors to present capabilities and business models which will best meet the needs of the State both now and in the future in delivering PHM offerings.

The PHM program Contractor shall be responsible for delivery and integration of all services. In this capacity, the Contractor shall, at a minimum, provide the following:

1. One (1) contract for all services and one (1) point of contact for relationship management.
2. One (1) point of contact for implementation and one (1) Work Plan encompassing all program elements.
3. A single Web portal through which the employee can access information, programs, tools and resources on all health programs.
4. Integrated communication materials and forms.
5. Integrated operations from the member's perspective including, for example, seamless referrals between programs.
6. Overall responsibility for implementation and management of all programs, services, and processes including those provided by subcontractors.
7. An integrated marketing strategy that encompasses all aspects of the PHM program including all subcontractor services.
8. Integrated customer service with a single point of contact for resolving any/all issues posed by the State, as the client, as well as those presented by individual members.
9. Coordination of all communication deliverables including proactive health promotion messages to the entire population to increase awareness of the relationship between lifestyle behaviors and health risks.
10. A unified branding throughout the Web site and all communication materials including those provided by subcontractors.
11. Leadership in the data sharing process.
12. Training of internal units as well as training of all subcontracted vendors regarding the State's program.
13. Integrated incentive/rewards tracking and reporting.
14. One (1) uniform set of performance standards and fees at risk.
15. An integrated and consolidated client-specific reporting of activities, performance, and results; reported and presented to the State quarterly and annually.
16. Allow the State to self bill for items that are billed on a fixed fee or per employee basis (e.g., administrative fee).

QUALIFIED OFFERORS. Qualified Offerors must meet the Mandatory Requirements stated in Part Four, Table 1 of this RFP and Offeror must document its commitment to meeting the Mandatory Requirements in the Cover Letter portion of its Offer.

The successful Offeror must provide overall management for all the tasks outlined in this RFP and must provide administrative support for its staff. Throughout the Contract period, the successful Offeror must provide and ensure a comprehensive Work Plan is developed, executed, monitored, reported and maintained to deliver the full scope of work.

The successful Offeror must provide and perform all services as identified in accordance with appropriate government regulations, industry standards, and those designated in this RFP. The successful Offeror must utilize qualified personnel that are able to perform the Work required and specified in this RFP. Unless otherwise approved by the DAS Administrator, all work performed and materials used under this Contract shall conform to the latest version of all state of Ohio and DAS manuals; standards; specifications; policies and procedures; and associated addenda and amendments.

The State is seeking Proposals from qualified Offerors to deliver all aspects of the Program described within this RFP. All fees and expenses associated with the management and delivery of the PHM offerings including without limitation, the Offeror's service fees, onsite salaries, payroll taxes, communication materials, equipment, tools, parts, supplies, and subcontractors, must be included in the Offeror's Cost Proposal. The State will not incur any additional fees if not addressed in Offeror's Cost Proposal. Additionally, elements of the Cost Proposal must not be interspersed within the Technical Proposal, and must be submitted as indicated in Part Three of this RFP.

CALENDAR OF EVENTS. The schedule for the Project is given below, and is subject to change. DAS may change this schedule at any time. If DAS changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Web site area for this RFP. The Web site announcement will be followed by an addendum to this RFP, also available through the State Procurement Web site. After the Proposal due date and before the award of the Contract, DAS will make scheduled changes through the RFP addendum process. DAS will make changes in the Project schedule after the Contract award through the change order provisions located in the general terms and conditions of the Contract. It is each prospective Offeror's responsibility to check the Web site question and answer area for this RFP for current information regarding this RFP and its calendar of events through award of the Contract. No contact shall be made with agency/program staff until contract award is announced.

DATES:

Firm Dates

RFP Issued:	October 10, 2014
Inquiry Period Begins:	October 10, 2014
Inquiry Period Ends:	October 24, 2014, at 8:00 a.m.
Proposal Due Date:	October 31, 2014, by 1:00 p.m.
Finalist Interviews	TBD
On-site Visits	TBD

Estimated Dates

Contract Award Notification:	January 2015
Effective Go Live	July 1, 2015

NOTE: These dates are subject to change.

There are references in this RFP to the Proposal due date. Prospective Offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time (Columbus, OH local time) that the Proposals are due.

Proposals received after 1:00 p.m. on the due date will not be evaluated.

PART TWO: STRUCTURE OF THIS RFP

ORGANIZATION. This RFP is organized into five (5) parts and eleven (11) attachments and three (3) supplements. The parts and attachments are listed below.

PARTS:

Part One	Executive Summary
Part Two	Structure of this RFP
Part Three	General Instructions
Part Four	Evaluation of Proposals
Part Five	Award of the Contract

ATTACHMENTS:

Attachment One	Work Requirements and Special Provisions
Part One	Work Requirements
Part Two	Special Provisions
Attachment Two	Requirements for Proposals
Attachment Three	General Terms and Conditions
Part One	Performance and Payment
Part Two	Work & Contract Administration
Part Three	Ownership & Handling of Intellectual Property & Confidential Information
Part Four	Representations, Warranties, and Liabilities
Part Five	Acceptance and Maintenance
Part Six	Construction
Part Seven	Law & Courts
Attachment Four	Contract
Attachment Five	Offeror Profile Summary– Not required in this format for this RFP, see Offeror Questionnaire
Attachment Six	Offeror References – Not required in this format for this RFP, see Offeror Questionnaire
Attachment Seven	Offeror's Candidate Summary – Not required in this format for this RFP, see Offeror Questionnaire
Attachment Eight	Offeror Performance Form
Attachment Nine	Business Associate Agreement (BAA)
Attachment Ten	Cost Summary Forms
10-A	Program Administration
10-B	Health Decision Support
10-C	Health Risk Assessment (HRA) / Wellness
10-D	Disease Management (DM)
Attachment Eleven	Offeror Questionnaire and Performance Guarantees (PG)
11-A	Operations and Administrative PGs
11-B	Disease Management PGs
11-C	Coaching & HRA PGs
11-D	Biometrics PGs
11-E	Optional Flu Shot PGs

SUPPLEMENTS:

Supplement One	Additional Pay Interface – Inbound – Incentive File Layout
Supplement Two	Standard Layouts for Biometric, Disease Management and HRA Data
Supplement Three	Ohio MBE Subcontractor Data Collection Form

PART THREE: GENERAL INSTRUCTIONS

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

CONTACTS. The following person will represent DAS:

Carol Clingman, CPPB
Ohio Department of Administrative Services
Office of Procurement Services
4200 Surface Road
Columbus, OH 43228-1395

During the performance of the Work, a State representative (the "Agency Project Representative") will represent the Agency and be the primary contact for matters relating to the Work. The Agency Project Representative will be designated in writing after the Contract award.

INQUIRIES. Offerors may make inquiries regarding this RFP any time during the inquiry period listed in the Calendar of Events. To make an inquiry, Offerors must use the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the Navigation Bar on the left, select "Find It Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of the document. (RFP numbers begin with the letters "CSP")
5. Click "Find It Fast" button.
6. On the document information page, click "Submit Inquiry".
7. On the document inquiry page, complete the required "Personal Information" section by providing:
 - a. First and last name of the prospective Offeror's representative who is responsible for the inquiry.
 - b. Name of the prospective Offeror.
 - c. Representative's business phone number.
 - d. Representative's e-mail address.
8. Type the inquiry in the space provided including:
 - a. A reference to the relevant part of this RFP.
 - b. The heading for the provision under question.
 - c. The page number of the RFP where the provision can be found.
9. Click the "Submit" button.

Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt of the inquiry. Offerors will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered.

Offerors may view inquiries and responses using the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the Navigation Bar on the left, select "Find It Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of the document. (RFP numbers begin with the letters "CSP")
5. Click "Find It Fast" button.
6. On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.

DAS will try to respond to all inquiries within 48 hours of receipt, excluding weekends and State holidays. DAS will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

Offerors are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, not on details of any other potentially related contract or project. If Offerors ask questions about existing or past contracts using the Internet Q&A process, DAS will use its discretion in deciding whether to provide answers as part of this RFP process.

DAS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions or deadlines.

PROTESTS. Any Offeror that objects to the award of a Contract resulting from the issuance of this RFP may file a protest of the award of the Contract, or any other matter relating to the process of soliciting the Proposals. Such protest must comply with the following information:

1. The protest must be filed by a prospective or actual bidder objecting to the award of a Contract resulting from the RFP. The protest must be in writing and contain the following information:
 - a. The name, address, and telephone number of the protester;
 - b. The name and number of the RFP being protested;
 - c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 - d. A request for a ruling by DAS;
 - e. A statement as to the form of relief requested from DAS; and
 - f. Any other information the protester believes to be essential to the determination of the factual and legal questions at issue in the written request.
2. A timely protest will be considered by DAS, on behalf of the agency, if it is received by the DAS Office of Procurement Services (OPS) within the following periods:
 - a. A protest based on alleged improprieties in the issuance of the RFP, or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals, must be filed no later than five (5) business days prior to the proposal due date.
 - b. If the protest relates to the recommendation of the evaluation committee for an award of the Contract, the protest must be filed as soon as practicable after the Offeror is notified of the decision by DAS regarding the Offeror's proposal.
3. An untimely protest may be considered by DAS at the discretion of DAS. An untimely protest is one received by the DAS OPS after the time periods set in paragraph 2 above. In addition to the information listed in paragraph 1, untimely protests must include an explanation of why the protest was not made within the required time frame.
4. All protests must be filed at the following location:

Department of Administrative Services
Office of Procurement Services
4200 Surface Road
Columbus, OH 43228-1395

SUBJECT: (Insert RFP Number and Index Number)

This protest language only pertains to this RFP offering.

ADDENDA TO THE RFP. If DAS decides to revise this RFP before the Proposal due date, an addendum will be announced on the State Procurement Web site.

Offerors may view addenda using the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>;
2. From the Navigation Bar on the left, select "Find It Fast";
3. Select "Doc/Bid/Schedule #" as the Type;
4. Enter the RFP Number found on Page 1 of the document (RFP numbers begin with the letters "CSP");
5. Click "Find It Fast" button;
6. On the document information page, click on the addendum number to display the addendum.

When an addendum to this RFP is necessary, DAS may extend the Proposal due date through an announcement on State Procurement Web site. Addenda announcements may be provided any time before 5:00 p.m. on the day before the Proposal is due. It is the responsibility of each prospective Offeror to check for announcements and other current information regarding this RFP.

After the submission of Proposals, addenda will be distributed only to those Offerors whose submissions are under active consideration. When DAS issues an addendum to the RFP after Proposals have been submitted, DAS will permit Offerors to withdraw their Proposals.

This withdrawal option will allow any Offeror to remove its Proposal from active consideration should the Offeror feel that the addendum changes the nature of the transaction to the extent that the Offeror's Proposal is no longer in its interests. Alternatively, DAS may allow Offerors that have Proposals under active consideration to modify their Proposals in response to the addendum, as described below.

Whenever DAS issues an addendum after the Proposal due date, DAS will tell all Offerors whose Proposals are under active consideration whether they have the option to modify their Proposals in response to the addendum. Any time DAS amends the RFP after the Proposal due date, an Offeror will have the option to withdraw its Proposal even if DAS permits modifications to the Proposals. If the Offerors are allowed to modify their Proposals, DAS may limit the nature and scope of the modifications. Unless otherwise stated in the notice by DAS, modifications and withdrawals must be made in writing and must be submitted within ten (10) business days after the addendum is issued. If this RFP provides for a negotiation phase, this procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to DAS at the address and in the same manner required for the submission of the original Proposals. Any modification that is broader in scope than DAS has authorized may be rejected and treated as a withdrawal of the Offeror's Proposal.

PROPOSAL SUBMITTAL. Each Offeror must submit 1. Technical Proposal and 2. Offeror Questionnaire, Performance Guarantees and Cost Proposal as part of its Proposal package. Proposals must be submitted as two (2) separate components in separate sealed envelopes/packages.

1. The Technical Proposal must be submitted as one (1) separate package. Each Technical Proposal package must be clearly marked "CSP900016 RFP – Technical Proposal" on the outside of each Technical Proposal package's envelope.
2. The Offeror Questionnaire, including the Performance Guarantees, (Attachment Eleven) and the Cost Summary Forms (Attachment Ten – Sections A, B, C & D) must be submitted as one (1) separate package. Each Offeror Questionnaire, Performance Guarantees & Cost Proposal package must also be clearly marked "CSP900016 RFP – Offeror Questionnaire, Performance Guarantees & Cost Proposal" on the outside of each of the Offeror Questionnaire, Performance Guarantee & Cost Proposal package's envelope.

Each Offeror must submit one (1) original, completed and signed in blue ink, and eight (8) copies for a total of nine (9) Proposal packages.

The Offeror must also submit, in the sealed package, four (4) complete copies of the 1) Technical Proposal and 2) Offeror Questionnaire and Performance Guarantees & Cost Proposal on CD-ROM in Microsoft Office (Word, Excel, or Project) 2003 or higher format and/or PDF format as appropriate. In the event there is a discrepancy between the hard copy and the electronic copy, the hard copy will be the official Proposal. Proposals are due no later than the proposal due date, at 1:00 p.m. Proposals submitted by e-mail or fax are not acceptable and will not be considered. Proposals must be submitted to:

Department of Administrative Services
Office of Procurement Services - Bid Desk
4200 Surface Road
Columbus, OH 43228-1395

DAS will reject any Proposals or unsolicited Proposal addenda that are received after the deadline. An Offeror that mails its Proposal must allow adequate mailing time to ensure its timely receipt. DAS recommends that Offerors submit proposals as early as possible. Proposals received prior to the deadline are stored, unopened, in a secured area until 1:00 p.m. on the due date. Offerors must also allow for potential delays due to increased security. DAS will reject late proposals regardless of the cause for the delay.

Each Offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered, except as allowed by this RFP.

By submitting a Proposal, the Offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. DAS is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described in the RFP.

ORC Section 9.24 prohibits DAS from awarding a Contract to any Offeror(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of award. By submitting a Proposal, the Offeror warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying DAS of such finding. ORC Section 9.231 applies to this contract.

DAS may reject any Proposal if the Offeror takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the Offeror's Proposal fails to meet any requirement of this RFP. Any question asked during the inquiry period will not be viewed as an exception to the Terms and Conditions.

CONFIDENTIAL, PROPRIETARY OR TRADE SECRET INFORMATION. DAS procures goods and services through a RFP in a transparent manner and in accordance with the laws of the state of Ohio. All proposals provided to DAS in response to this RFP become records of DAS and as such, will be open to inspection by the public after award unless exempt from disclosure under the Ohio Revised Code or another provision of law.

Unless specifically requested by the State, an Offeror should not voluntarily provide to DAS any information that the Offeror claims as confidential, proprietary or trade secret and exempt from disclosure under the Ohio Revised Code or another provision of law. Additionally, the Offeror must understand that all Proposals and other material submitted will become the property of the State and may be returned only at the State's option. Confidential, proprietary or trade secret information should not be voluntarily included in a Proposal or supporting materials because DAS will have the right to use any materials or ideas submitted in any Proposal without compensation to the Offeror.

However, if the State requests from the Offeror, or if the Offeror chooses to include, information it deems confidential, proprietary or trade secret information, the Offeror may so designate information as such and request that the information be exempt from disclosure under the Ohio Revised Code or another provision of law. The Offeror must clearly designate the part of the proposal that contains confidential, proprietary or trade secret information in order to claim exemption from disclosure by submitting both an unredacted copy and a redacted copy of its proposal in both electronic and paper (hard) format. Both electronic and paper (hard) copies shall be clearly identified as either 'ORIGINAL COPY' or "REDACTED COPY". Failure to properly redact and clearly identify all copies will result in the State treating all information in the original proposal as a public record.

DAS will review the claimed confidential, proprietary or trade secret information to determine whether the material is of such nature that confidentiality is warranted.

The decision as to whether such confidentiality is appropriate rests solely with DAS. If DAS determines that the information marked as confidential, trade secret, or proprietary does not meet a statutory exception to disclosure, DAS will inform the Offeror, in writing, of the information DAS does not consider confidential.

Upon receipt of DAS' determination that all or some portion of the Offeror's designated information will not be treated as exempt from disclosure, the Offeror may exercise the following options:

1. Withdraw the Offeror's entire Proposal;
2. Request that DAS evaluate the Proposal without the claimed confidential, proprietary or trade secret information; or
3. Withdraw the designation of confidentiality, trade secret, or proprietary information for such information.

In submitting a proposal, each Offeror agrees that DAS may reveal confidential, proprietary and trade secret information contained in the proposal to DAS staff and to the staff of other state agencies, any outside consultant or other third parties who serve on an evaluation committee or who are assisting DAS in development of specifications or the evaluation of proposals. The State shall require said individuals to protect the confidentiality of any specifically identified confidential, proprietary or trade secret information obtained as a result of their participation in the evaluation.

Finally, if information submitted in the Proposal is not marked as confidential, proprietary or trade secret, it will be determined that the Offeror waived any right to assert such confidentiality.

DAS will retain all Proposals, or a copy of them, as part of the Contract file for at least ten (10) years. After the retention period, DAS may return, destroy, or otherwise dispose of the Proposals or the copies.

WAIVER OF DEFECTS. DAS may waive any defects in any Proposal or in the submission process followed by an Offeror. DAS will only do so if it believes that it is in the State's interests and will not cause any material unfairness to other Offerors.

MULTIPLE OR ALTERNATE PROPOSALS. DAS accepts multiple Proposals from a single Offeror, but DAS requires each such Proposal be submitted separately from every other Proposal the Offeror makes. Additionally, the Offeror must treat every Proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation, and other items this RFP requires for a Proposal to be complete and acceptable. No alternate Proposal may incorporate materials by reference from another Proposal made by the Offeror or refer to another Proposal. DAS will judge each alternate Proposal on its own merit.

ADDENDA TO PROPOSALS. Addenda or withdrawals of Proposals will be allowed only if the addendum or withdrawal is received before the Proposal due date. No addenda or withdrawals will be permitted after the due date, except as authorized by this RFP.

PROPOSAL INSTRUCTIONS. Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in Attachment Two of this RFP.

DAS wants clear and concise Proposals. Offerors should, however, take care to completely answer questions and meet the RFP's requirements thoroughly. All Offerors, including current contract holders, if applicable, must provide detailed and complete responses as Proposal evaluations, and subsequent scores, are based solely on the content of the Proposal.

No assumptions will be made or values assigned for the competency of the Offeror whether or not the Offeror is a current or previous contract holder.

The requirements for the Proposal's contents and formatting are contained in an attachment to this RFP.

DAS will not be liable for any costs incurred by an Offeror in responding to this RFP, regardless of whether DAS awards the Contract through this process, decides not to go forward with the Project, cancels this RFP for any reason, or contracts for the Project through some other process or by issuing another RFP.

PART FOUR: EVALUATION OF PROPOSALS

EVALUATION OF PROPOSALS. The evaluation process consists of, but is not limited to, the following steps:

1. Certification. DAS shall open only those proposals certified as timely by the Auditor of State.
2. Initial Review. DAS will review all certified Proposals for format and completeness. DAS normally rejects any incomplete or incorrectly formatted Proposal, though it may waive any defects or allow an Offeror to submit a correction. If the Offeror meets the formatting and mandatory requirements listed herein, the State will continue to evaluate the proposal.
3. Proposal Evaluation. The procurement representative responsible for this RFP will forward all timely, complete, and properly formatted Proposals to an evaluation committee, which the procurement representative will chair. The evaluation committee will rate the Proposals submitted in response to this RFP based on criteria and weight assigned to each criterion.

The evaluation committee will evaluate and numerically score each Proposal that the procurement representative has determined to be responsive to the requirements of this RFP. The evaluation will be according to the criteria contained in this Part of the RFP. An attachment to this RFP may further refine these criteria, and DAS has a right to break these criteria into components and weight any components of a criterion according to their perceived importance.

The committee may also have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with technical or professional experience that relates to the Work or to a criterion in the evaluation process. The committee may also seek reviews of end users of the Work or the advice or evaluations of various State committees that have subject matter expertise or an interest in the Work. In seeking such reviews, evaluations, and advice, the committee will first decide how to incorporate the results in the scoring of the Proposals. The committee may adopt or reject any recommendations it receives from such reviews and evaluations.

The evaluation will result in a point total being calculated for each Proposal. At the sole discretion of DAS, any Proposal, in which the Offeror received a significant number of zeros for sections in the technical portions of the evaluation, may be rejected.

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

4. Clarifications & Corrections. During the evaluation process, DAS may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its Proposal if DAS believes doing so does not result in an unfair advantage for the Offeror and it is in the State's best interests. Any clarification response that is broader in scope than what DAS has requested may result in the Offeror's proposal being disqualified.
5. Interviews, Demonstrations, Presentations, and On-site Visits. DAS may require top Offerors to be interviewed. Such presentations, demonstrations, interviews, and on-site visits will provide an Offeror with an opportunity to clarify its Proposal and to ensure a mutual understanding of the Proposal's content. This will also allow DAS an opportunity to test or probe the professionalism, qualifications, skills, and work knowledge of the proposed candidates. The presentations, demonstrations, interviews, and on-site visits will be scheduled at the convenience and discretion of DAS. DAS may record any presentations, demonstrations, interviews, and on-site visits. Offerors may be requested to present an oral presentation of their proposed Work Plan to the committee and to provide an on-site tour of its facilities to the State's designated representatives as applicable to the Scope of Work.
6. Contract Negotiations. Negotiations will be scheduled at the convenience of DAS. The selected Offeror(s) are expected to negotiate in good faith.
 - a. General. Negotiations may be conducted with any Offeror who submits a competitive Proposal, but DAS 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 Offeror's Proposal, as appropriate. Negotiated changes that are reduced to writing will become a part of the Contract file open to inspection to the public upon award of the Contract. Any Offeror whose response 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.
 - b. Top-ranked Offeror. Should the evaluation process have resulted in a top-ranked Proposal, DAS may limit negotiations to only that Offeror and not hold negotiations with any lower-ranking Offeror. If negotiations are

unsuccessful with the top-ranked Offeror, DAS may then go down the line of remaining Offerors, according to rank, and negotiate with the next highest-ranking Offeror. Lower-ranking Offerors do not have a right to participate in negotiations conducted in such a manner.

- c. Negotiation with Other Offerors. If DAS decides to negotiate with all the remaining Offerors, or decides that negotiations with the top-ranked Offeror are not satisfactory and negotiates with one or more of the lower-ranking Offerors, DAS will then determine if an adjustment in the ranking of the remaining Offerors is appropriate based on the negotiations. The Contract award, if any, will then be based on the final ranking of Offerors, as adjusted.

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

- d. Post Negotiation. Following negotiations, DAS may set a date and time for the submission of best and final Proposals by the remaining Offeror(s) with which DAS conducted negotiations. If negotiations were limited and all changes were reduced to signed writings during negotiations, DAS need not require the submissions of best and final Proposals.

It is entirely within the discretion of DAS whether to permit negotiations. An Offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal. DAS is free to limit negotiations to particular aspects of any Proposal, to limit the Offerors with whom DAS wants to negotiate, and to dispense with negotiations entirely.

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

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 Offerors, and the evaluation committee will not be allowed to tell one Offeror about the contents of another Offeror's Proposal in order to gain a negotiating advantage.

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

The written changes will be drafted and signed by the Offeror and submitted to DAS within a reasonable period of time. If DAS accepts the change, DAS will give the Offeror written notice of DAS' acceptance. The negotiated changes to the successful offer will become a part of the Contract.

- e. Failure to Negotiate. If an Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, DAS may terminate negotiations with that Offeror and collect on the Offeror's proposal bond, if a proposal bond was required in order to respond to this RFP.
7. Best and Final Offer. If best and final proposals, or best and final offers (BAFOs), are required, they may be submitted only once; unless DAS makes a determination that it is in the State's interest to conduct additional negotiations. In such cases, DAS 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 Offeror does not submit a best and final proposal, the Offeror's previous Proposal will be considered the Offeror's best and final proposal.
8. Determination of Responsibility. DAS may review the highest-ranking Offerors or its key team members to ensure that the Offeror is responsible. The Contract may not be awarded to an Offeror that is determined not to be responsible. DAS' determination of an Offeror's responsibility may include the following factors: the experience of the Offeror and its key team members; past conduct and past performance on previous contracts; ability to execute this contract properly; and management skill. DAS will make such determination of responsibility based on the Offeror's Proposal, reference evaluations, and any other information DAS requests or determines to be relevant.
9. Reference Checks. DAS may conduct reference checks to verify and validate the Offeror's or proposed candidate's past performance. Reference checks indicating poor or failed performance by the Offeror or proposed candidate may be cause for rejection of the proposal. In addition, failure to provide requested reference contact information may result in DAS not including the referenced experience in the evaluation process.

The reference evaluation will measure the criteria contained in this part of the RFP as it relates to the Offeror's previous contract performance including, but not limited, to its performance with other local, state, and federal

entities. DAS reserves the right to check references other than those provided in the Offeror’s Proposal. DAS may obtain information relevant to criteria in this part of the RFP, which is deemed critical to not only the successful operation and management of the Project, but also the working relationship between the State and the Offeror.

10. Financial Ability. Part of the Proposal evaluation criteria is the qualifications of the Offeror which may include, as a component, the Offeror’s financial ability to perform the Contract. This RFP may expressly require the submission of financial statements from all Offerors in the Proposal contents attachment. If the Proposal contents attachment does not make this an expressed requirement, the State may still request that an Offeror submit audited financial statements for up to the past three (3) years if the State is concerned that an Offeror may not have the financial ability to carry out the Contract.

In evaluating an Offeror’s financial ability, if requested, the State will review the documentation provided by the Offeror to determine if the Offeror’s financial position is adequate or inadequate. If the State believes the Offeror’s financial ability is not adequate, the State may reject the Proposal despite its other merits.

DAS will decide which phases are necessary. DAS has the right to eliminate or add phases at any time in the evaluation process.

To maintain fairness in the evaluation process, all information sought by DAS will be obtained in a manner such that no Offeror is provided an unfair competitive advantage.

MANDATORY REQUIREMENTS. The following Table 1 contains items that are considered minimum requirements for this RFP.

Determining the Offeror’s ability to meet the minimum requirements is the first step of the DAS evaluation process. The Offeror must demonstrate, to DAS, it meets all minimum requirements listed in the Mandatory Requirements section (Table 1). The Offeror’s response to the minimum requirements must be clearly labeled “Mandatory Requirements” and collectively contained in Tab 1 of the Offeror’s Proposal in the “Cover Letter and Mandatory Requirements” section. (Refer to Attachment Two of the RFP document for additional instructions.)

DAS will evaluate Tab 1, alone, to determine whether the Proposal meets all Mandatory Requirements. If the information contained in Tab 1 does not clearly meet every Mandatory Requirement, the Proposal may be disqualified by DAS and DAS may not evaluate any other portion of the Proposal.

TABLE 1 – MANDATORY PROPOSAL REQUIREMENTS

<p>MANDATORY REQUIREMENTS: The Offeror must provide documentation in Tab 1 demonstrating how it meets each of the three (3) following Mandatory Requirements:</p>
<p>The Offeror must provide detailed references to demonstrate experience with complex external payer customers that have at least 40,000 employees (vs. your organization’s own employee population) and a minimum of five (5) years of experience providing integrated population health management services including:</p> <ol style="list-style-type: none"> 1. Health Risk Assessments 2. Worksite Health Screenings 3. Health Decision Support 4. Health Action Programs 5. Lifestyle Management (phone and Web) 6. Disease Management 7. Incentive Management
<p>The Offeror must demonstrate it has either National Committee for Quality Assurance (NCQA) or URAC Disease Management program accreditation. Either NCQA or URAC Disease Management program accreditation shall be maintained by the Contractor throughout the life of the contract.</p>
<p>The Offeror must demonstrate it has National Committee for Quality Assurance (NCQA) Lifestyle Management program accreditation. NCQA Wellness program accreditation shall be maintained by the Contractor throughout the life of the contract.</p>

If the State receives no Proposals meeting all of the mandatory requirements, the State may elect to cancel this RFP.

PROPOSAL EVALUATION CRITERIA. If the Offeror provides sufficient information to DAS, in Tab 1, of its proposal, demonstrating it meets the Mandatory Requirements, the Offeror's Proposal will be included in the next part of the evaluation process which involves the scoring of the Proposal Technical Requirements, followed by the scoring of the Cost Proposals. In the Proposal evaluation phase, DAS rates the Proposals submitted in response to this RFP based on the following listed criteria and the weight assigned to each criterion. The possible points allowed in this RFP are distributed as indicated in the Table 3- Finalist Scoring.

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

DOES NOT MEET 0 POINTS	WEAK 1 POINT	WEAK TO MEETS 2 POINTS	MEETS 3 POINTS	MEETS TO STRONG 4 POINTS	STRONG 5 POINTS
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DAS will score the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror's Total Technical Score in Table 3. Representative numerical values are defined as follows:

DOES NOT MEET (0 pts.): Response does not comply substantially with requirements or is not provided.

WEAK (1 pt.): Response was poor related to meeting the objectives.

WEAK TO MEETS (2 pts.): Response indicates the objectives will not be completely met or at a level that will be below average.

MEETS (3 pts.): Response generally meets the objectives (or expectations).

MEETS TO STRONG (4 pts.): Response indicates the objectives will be exceeded.

STRONG (5 pts.): Response 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.

TABLE 2 – SCORING TABLE

TECHNICAL SCORING	
Scoring for Offeror Questionnaire and Performance Guarantees (Attachment Eleven)	Maximum available points per section
A. Organizational Qualifications	63.0
B. Prime Integrator Responsibilities and Account Management	84.0
C. Implementation and Quality Assurance	--
D. Data Exchange	63.0
E. Identification, Engagement, and Integration	70.0
F. Communication	84.0
G. Customer Service	56.0
H. Web Portal	70.0
I. Health Risk Assessment (HRA)	63.0
J. Biometric Screenings	63.0
K. Lifestyle Management (LM) Programs	119.7
L. Disease Management (DM)	119.7
M. Health Decision Support	42.0
N. Health Action Programs	44.1
O. Incentive Management and Administration	94.5
P. Reporting	63.0
Q. Measurement and Outcomes	91.0
R. Return on Investment (ROI)	49.0
S. Performance Guarantees	<u>98.0</u>
Maximum score available for Technical Scoring is 1,400 points.	

TABLE 2 – SCORING TABLE (Cont'd)

COST SCORING	
Scoring for Cost Summary (Attachment Ten A-B-C-D)	
A. Program Administration B. Health Decision Support C. Health Risk Assessment (HRA) / Wellness D. Disease Management	Maximum score available for Cost Scoring is 500 points.
MBE SET-ASIDE SCORING	
Scoring for MBE Set-Aside	Maximum score available for MBE Set-Aside Scoring is 100 points.
TOTAL MAXIMUM SCORE AVAILABLE FOR COMBINED PROPOSAL TECHNICAL, COST AND MBE SET-ASIDE PROPOSAL	2000 points.
Scoring will be evaluated based on responses provided by each Offeror.	

TABLE 3— FINALIST SCORING

The State, at its discretion, may elect to score Finalist Interviews and On-site Visits and combine those scores with the Total Technical and Cost Proposal Scores identified above.

CRITERIA	Maximum Allowable Points
Combined Proposal Technical, Cost and MBE Set-Aside Scores	2,000 points
Finalist Interview and Presentation—Selected Finalist(s) Only	
a. Responses to Offeror specific questions b. Capabilities presentation on proposal c. Demonstrations	111 points
Finalist On-site Visit—Selected Finalist(s) Only - (Optional)	
a. Presentations and demonstrations b. Responses to Offeror specific questions	111 points
Total Possible Points	2,222 points

In this RFP, DAS asks for responses and submissions from Offerors, most of which represent components of the above criteria. While each criterion represents only a part of the total basis for a decision to award the Contract to an Offeror, a failure by an Offeror to make a required submission or meet a mandatory requirement will normally result in a rejection of that Offeror's Proposal. The value assigned above to each criterion is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that DAS received.

Once the technical merits of a Proposal are evaluated, the costs of that Proposal will be considered. It is within DAS' discretion to wait to factor in a Proposal's cost until after any interviews, presentations, demonstrations or discussions. Also, before evaluating the technical merits of the Proposals, DAS may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. DAS may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

COST PROPOSAL POINTS. DAS will calculate the Offeror's Cost Proposal points after the Offeror's total technical points are determined, using the following method:

Cost points will be determined based on the cost data information provided in Attachment 10 - A-B-C-D Cost Summary Forms. The maximum value available is detailed in Table 2 above.

If DAS finds that one or more Proposals should be given further consideration, DAS may select one or more of the highest-ranking Proposals to move to the next phase. DAS may alternatively choose to bypass any or all subsequent phases and make an award based solely on the proposal evaluation phase.

Cost points = (lowest Offeror's PEPM cost/Offeror's PEPM cost) x Maximum Allowable Cost Points as indicated in the "Scoring Breakdown" table. The value is provided in the Scoring Breakdown table. "Cost" = Total Not to Exceed Cost identified in the Cost Summary section of Offeror Proposals. In this method, the lowest cost proposed will receive the Maximum Allowable Points.

The number of points assigned to the cost evaluation will be prorated, with the lowest accepted cost proposal given the maximum number of points possible for this criterion. Other acceptable cost proposals will be scored as the ratio of the lowest price proposal to the proposal being scored, multiplied by the maximum number of points possible for this criterion.

An example for calculating cost points, where Maximum Allowable Cost Points Value = 60 points, is the scenario where Offeror X has proposed a cost of \$100.00. Offeror Y has proposed a cost of \$110.00 and Offeror Z has proposed a cost of \$120.00. Offeror X, having the lowest cost, would get the maximum 60 cost points. Offeror Y's cost points would be calculated as \$100.00 (Offeror X's cost) divided by \$110.00 (Offeror Y's cost) equals 0.909 times 60 maximum points, or a total of 54.5 points. Offeror Z's cost points would be calculated as \$100.00 (Offeror X's cost) divided by \$120.00 (Offeror Z's cost) equals 0.833 times 60 maximum points, or a total of 50 points.

Cost Score: _____

MBE PROPOSAL POINTS. The Offeror who proposes the highest percentage of its cost proposal meeting or exceeding the minimum percentage set-aside exclusively for Ohio certified MBE subcontractors' Work will receive the maximum number of points possible as set forth in the RFP. Remaining Offerors who meet the minimum percentage will receive a prorated percentage of the maximum points allowed. Offerors who do not meet the minimum percentage or fail to use an Ohio certified MBE subcontractor will receive zero points.

FINAL STAGES OF EVALUATION. The Offeror with the highest point total from all phases of the evaluation (Technical Points + Cost Points) will be recommended for the next phase of the evaluation.

Technical Score: _____ + Cost Score: _____ = Total Score: _____

If DAS finds that one or more Proposals should be given further consideration, DAS may select one or more of the highest-ranking Proposals to move to the next phase. DAS may alternatively choose to bypass any or all subsequent phases and make an award based solely on the proposal evaluation phase.

REJECTION OF PROPOSALS. DAS may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that DAS believes is excessive in price or otherwise not in its interests to consider or to accept. In addition, DAS may cancel this RFP, reject all the Proposals, and seek to do the Project through a new RFP or by other means.

DISCLOSURE OF PROPOSAL CONTENTS. DAS will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, DAS will seek to keep the contents of all Proposals confidential until the Contract is awarded. DAS will prepare a registry of Proposals containing the name and address of each Offeror. That registry will be open for public inspection after the Proposals are opened.

PART FIVE: AWARD OF THE CONTRACT

CONTRACT AWARD. DAS plans to award the Contract based on the schedule in the RFP, if DAS decides the Project is in the best interests of the State and has not changed the award date.

The signature page for the Contract is included as Attachment Four of this RFP. In order for an Offeror's Proposal to remain under active consideration, the Offeror must sign, the two (2) copies enclosed, in blue ink and return the signed Contracts to DAS with its response. Submittal of a signed Contract does not imply that an Offeror will be awarded the Contract. In awarding the Contract, DAS will issue an award letter to the selected Contractor. The Contract will not be binding on DAS until the duly authorized representative of DAS signs both copies and returns one (1) to the Contractor, the Agency issues a purchase order, and all other prerequisites identified in the Contract have occurred.

DAS expects the Contractor to commence work upon receipt of a state issued purchase order. If DAS awards a Contract pursuant to this RFP and the Contractor is unable or unwilling to commence the work, DAS reserves the right to cancel the Contract and return to the original RFP process and evaluate any remaining Offeror Proposals reasonably susceptible of being selected for award of the Contract. The evaluation process will resume with the next highest ranking, viable Proposal.

CONTRACT. If this RFP results in a Contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor's accepted Proposal and written authorized addenda 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 general terms and conditions for the Contract are contained in Attachment Three of this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Offeror's proposal, as amended, clarified, and accepted by DAS; and
4. The documents and materials incorporated by reference in the Offeror's Proposal.

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

ATTACHMENT ONE: WORK REQUIREMENTS AND SPECIAL PROVISIONS
PART ONE: WORK REQUIREMENTS

This attachment describes the Project and what the Contractor must do to complete the Project satisfactorily. It also describes what the Offeror must deliver as part of the completed Project (the "Deliverables"), and it gives a detailed description of the Project's schedule. Additional details for the Scope of Work and Deliverables are covered in the Offeror Questionnaire and Performance Guarantees (Attachment Eleven).

I. RESOURCES. The following resources are available to prospective Offerors on the state of Ohio Web site, for informational purposes at <http://ohio.gov/employeebenefits>.

- A. The 2014 Health Care Guide and Comparison Chart used during the spring 2014 open enrollment.
- B. The Employee Benefits Guide published on an annual basis.

II. DEFINITIONS.

- A. Agency: The Ohio Department of Administrative Services (DAS), Office of Benefits Administration Services (BAS).
- B. Calendar Year: January 1 through December 31 of the respective year.
- C. Contract Administrator: The BAS representative responsible for contract administration.
- D. Contractor: A successful Offeror who will perform the duties specified in the Contract.
- E. Electronic commerce technologies: Electronic Data Interchange, Web Invoicing, and Payment cards.
- F. EPO: Exclusive Provider Organization.
- G. FTP: File transfer protocol.
- H. IP: Internet Protocol
- I. Offeror/Contractor: A company or individual submitting a Proposal in response to this RFP.
- J. PPO: Preferred Provider Organization.
- K. State: Refers to the state of Ohio, through any of its departments, agencies, or representatives.
- L. State of Ohio fiscal year: The period from July 1 of one (1) calendar year through June 30 of the following calendar year.

III. SCOPE OF WORK.

A. Overall Project Overview.

The state of Ohio intends to issue a Contract to one (1) PHM Contractor to administer the entire *Take Charge! Live Well!* program for all eligible members. The State seeks a Contractor that is committed to helping members improve their health in order to control escalating health care costs. The State, in cooperation with its employee unions, has met the challenge of managing rising health care costs, but strives to better manage the cost of health care for both the State and the employees by promoting improved health among the members.

The Contractor shall administer on-line and paper health assessments, on-line lifestyle management programs for the entire population (low, moderate, and high-risk members), telephonic and on-site health coaching, chronic condition management, worksite health screenings, and a 24/7 nurse line. In addition, the Contractor shall provide on-site wellness support for agency benefits' administrators; track, administer, and provide reporting for the incentive program; and provide reporting and outcomes/results.

The Contractor must provide overall project management for the tasks outlined in this RFP, including the day-to-day management of its staff and assist State staff as pertaining to their assignment to this RFP Project. The Contractor must provide administrative support for its staff and activities. Throughout the Project, the Contractor must employ project management techniques to ensure a comprehensive Work Plan is developed, executed, monitored, reported, and maintained. The State will provide appropriate oversight for the Project.

The Contractor and all sub-contractors must provide and perform all services as identified in accordance with appropriate government regulations, industry standards, and those designated in this RFP. The selected Contractor must utilize qualified personnel that are able to perform the Work required and specified in this RFP. Unless otherwise approved by the DAS Administrator, all work performed and materials used under this Contract shall conform to the latest version of all state of Ohio and DAS manuals; standards; specifications; policies and procedures; and associated addenda and amendments.

The State is seeking Proposals from qualified Offerors to deliver all aspects of the PHM programs described within this RFP. All operating expenses associated with the management, and maintenance, including without limitation, the Contractor's service fees, on-site salaries, wages, prevailing wages, payroll taxes, benefits, materials, equipment,

tools, parts, supplies, subcontractors, preventative and remedial maintenance contracts, and insurance must be included in the Offeror's Cost Proposal.

Offerors should respond clearly and completely to all requirements. Offerors should address and definitively describe, in as much detail as possible, the individual roles and obligations of the Contractor, and of applicable subcontractors, to ensure that DAS will be satisfied with eventual outcomes in each of the areas of responsibility represented in this RFP.

The selected Contractor shall work with the DAS, BAS and the joint labor-management JHCC, as BAS continues to educate and encourage State employees to improve their health and become better health care consumers.

- B. General Requirements. The Contractor agrees to be responsible for the areas of responsibility identified in this RFP. In addition, the Contractor agrees to meet or exceed all standards, regulations, laws, and ordinances as adopted by federal, state, and local authorities. These laws and ordinances must include, but not be limited, any governing body under which the State may operate now or in the future.
- C. MBE Subcontractor Plan. In order to be considered for MBE proposal points, the Offeror's proposal must include as part of its Work Plan, an Ohio certified MBE subcontractor plan (Plan). The Plan must:
1. State the specific percentage of the cost of the Work that it will set aside for Ohio certified MBE subcontractors only, which must equal, at a minimum, fifteen percent (15%) of the actual cost of the contract;
 2. Include a description of the competitive process to be used for the selection of Ohio certified MBE subcontractors, to which only Ohio certified MBEs may respond; and
 3. Identify the proposed portions of the Work to be performed by Ohio certified MBE subcontractors
 4. Notify DAS, OSP within 45 days of notice of award to finalize plans and costs.

The Offeror must also provide a solution describing how it intends to maintain the percentage of work performed by MBE in the event the State elects to add optional services offered in the Proposal.

- D. Audit Requirements. The Contractor will be responsible for the following audits and arrangements:
1. Pre-implementation Audit
 - a. The Contractor will accommodate the State's staff and/or third party auditors for an onsite assessment of pre-implementation operations, program design and/or clinical review to be conducted in May/June 2015. The Contractor will fund the cost of the pre-implementation audit at the estimated cost of \$60,000 which includes travel.
 - b. The Contractor will not charge the state of Ohio for its costs of doing business to accommodate obligations associated with a pre-implementation audit. This includes, but may not be limited to, costs associated with providing audit reports, data extracts, systems access or space.
 2. Annual Audits
 - a. Annual audits will be performed by a third party chosen by the State.
 - b. The State may audit program results compared to performance guarantees, to determine the effectiveness of the PHM programs, and may perform an annual readiness assessment during May of each program year.
- E. Qualification Requirements for the Contractor's Project Manager. The Contractor's Project Manager shall have:
1. A minimum of five (5) years progressive management leadership experience;
 2. Two (2) years managed care experience;
 3. Experience managing multimillion dollar budgets;
 4. Exceptional communication skills including verbal, writing, and presentation;
 5. Demonstrated knowledge of clinical practice and processes;
 6. Demonstrated knowledge of outcome based performance;
 7. Demonstrated effectiveness interacting with and meeting the needs of external and internal customers;
 8. Ability to handle multiple projects on different timelines; and
 9. Ability to work well under pressure.

- F. Contractor's Project Manager's Responsibilities. The Contractor's Project Manager shall serve as primary contact for the State and be accountable for coordinating the following:
1. Implementation (unless a separate implementation manager is assigned);
 2. Management and facilitation of relationships with any subcontractors;
 3. Management and facilitation of relationship with the state of Ohio;

4. Main point of contact for problem resolution and escalated customer service issues;
5. Reporting;
6. Data issues;
7. Communications;
8. Quality of all services provided;
9. Complaint resolution;
10. Identification of opportunities for improvement both internal and external to both organizations that impact the Program;
11. Recommendations and overseeing of internal organizational and program changes to ensure improvement;
12. Providing the State with specific recommendations for improvement when the Contractor identifies opportunities for improvement external to the Contractor;
13. Scheduling, preparing, and managing agenda and action items for discussions with the State;
14. Reviewing key process reports on an ongoing basis, and at a minimum, monthly with the State; and
15. Conduct quarterly and annual meetings with the State onsite at the State's office to review process and outcome reports.

G. Contractor Areas of Management Responsibility. This section contains the primary areas of management responsibility essential to this Project.

1. Data Exchange. The Contractor shall receive and load a biweekly eligibility file from the State. The file is an 834 HIPAA file generated from PeopleSoft. The Contractor shall update its system biweekly to reflect data as prescribed by the State (including, but not limited to: agency, location, health plan enrollment, State of Ohio User ID, address, phone, etc.) within two (2) business days of receipt of file. On a monthly basis, the Contractor shall update files to reflect accurate program participation and completion data per member.

Prior to the Program effective date communicated to members, the Contractor shall be provided 24 months of eligible member utilization and claims data, and be expected to analyze and stratify the health plans' claims to develop a baseline for future measurement purposes and to identify members for outreach. On no less than a monthly basis, the Contractor shall receive files from the State's health plans, PBM, and other partners and upload the data in a timely manner (i.e., at least monthly) to aid in the prompt identification of candidates for the PHM program elements (e.g., LM, DM). Contractor shall be expected to upload the data to your system within five (5) business days. On a quarterly basis, the Contractor shall provide the State's data management vendor, currently Truven Analytics, data files including participation, health risk stratification, and other data as directed by the State. Contractor shall be expected to provide data files to any other State designated third parties as needed.

When interfacing with subcontractors, the Contractor shall integrate all data on a single IT platform or, at a minimum, accommodate the electronic exchange of data between the Contractor, its subcontractors, the state of Ohio, and the State's other business partners such as health plan providers. Manual preparation and transmission of information will not be accepted unless approved by the State in advance due to special circumstances.

All subcontractors used by the Contractor shall adhere to the same data processing requirements. At a minimum, the Contractor will receive monthly updates from its subcontractors for reporting purposes and in order to respond to inquiries from members and the State.

The Offeror/Contractor:

- a. Will have the ability to use the State's preferred identifier, the 8-digit employee identification number. If Offeror is unable to use this identifier, it must describe its ability to use an identifier other than Social Security number in its Offer.
- b. Should be able to support termination by absence process whereby members are terminated by omission from an eligibility file feed from the State.
- c. Should have experience with clients who utilize PeopleSoft.
- d. Must be able to provide a single monthly electronic file to the State (See Supplement One) identifying incentive participants and their level of participation as related to incentives. The State is unable to receive non-electronic files or files that aren't in the attached format.
- e. Must have the ability to receive a monthly file from the State denoting incentives issued to reconcile the outbound file you supply to the State and your ability to respond to member inquiries regarding incentive awards using data contained in the file supplied by the State.
- f. Must be able to accept/send secure electronic data feeds from/to the state of Ohio vendors; Medical Mutual, United Healthcare, Catamaran, Optum (a.k.a. United Behavioral Health), Truven Analytics, United Healthcare Benefit Services, Delta Dental and Vision Service Plan, etc.
- g. Must be able to provide Truven Analytics a secure electronic data feed with metrics including but not limited to biometric engagement, specific biometric measures (e.g. blood pressure, BMI), health assessment

engagement, specific health assessment measures from the questionnaire, coaching engagement, specific number of coaching calls completed, online engagement and specific online activities completed. This data is to be provided on a quarterly basis within 30 days of the end of each quarter.

2. Identification, Engagement, and Integration. The Contractor shall identify and risk stratify members for the PHM program using a variety of means including, but not limited to, predictive modeling that encompasses medical and pharmacy claims, HRA results, and biometric results. The Contractor shall conduct the identification and risk stratification process no less than quarterly.

The Contractor shall integrate all aspects of the Program to accommodate, for example, the needs of members who are identified for more than one (1) PHM program (e.g., LM and DM), the integration of which shall ensure a seamless experience for all members.

The Contractor shall propose plans for transitioning current participants into its PHM program. In addition, the Contractor shall continue to identify and make outbound calls to potential participants (LM, DM, etc.) until three (3) months before Contract termination. In the last three (3) months of the Contract, the Contractor shall continue to service enrolled participants and new participants who opt into the Program. Furthermore, the State requires the Contractor to provide run out processing for a minimum of three (3) months following contract termination.

To maximize engagement efforts and promote the State's PHM program, the Contractor shall:

- a. Must assign at least three (3) Columbus-based outreach coordinators to the State's account. In addition to being dedicated to the engagement of State members and promotion of the State's PHM program, outreach coordinators will serve as a resource for agency benefits and wellness ambassadors and will be required to travel as stated within this RFP. Currently, the State has one (1) dedicated, senior outreach coordinator located onsite at the State in Columbus and two (2) full-time equivalent (FTE) employees located near-site/onsite and able to travel to different locations as stated within this RFP.
- b. The state of Ohio has approximately 45,000 eligible employees within over 100 agencies, boards and commissions located in approximately 888 locations. The State of Ohio requires that an outreach coordinator be assigned to each agency so the agencies may have one point of contact for their wellness needs. Outreach coordinators shall attend approximately 100 agency health fairs and biometric screening events around the State. In addition, outreach coordinators shall make agency site visits for the purposes of engaging members and conducting on-site educational programs. It is expected that approximately 200 site visits (in addition to the 100 health fair and biometric screenings) shall be conducted annually. Prior to performing any services (e.g., biometric screening), the Contractor shall verify member eligibility.
- c. Must have a process for identifying members for the various PHM program elements including LM (Web-based, onsite, and phone-based) and DM including, but not limited to, its predictive modeling methodology.
- d. Must have criteria and/or hierarchy it uses to stratify members for LM and DM.
- e. Must have experience coordinating LM and DM efforts for members identified for both LM and DM (e.g., the DM participant with heart disease who also has high cholesterol or the diabetic who smokes and is overweight) and processes describing the nature of the interface between DM counselors and LM coaches (if they are separated), including criteria for hand-offs.
- f. Must have health-related resources and tools that it uses to help engage employees such as pedometers, glucose meters, magnets or other promotional items, etc.
- g. Must have processes in place to engage members in the PHM program and sustain their participation on an ongoing basis.
- h. Must have different modalities it will utilize for the State for outreach of members and to encourage engagement and participation.
- i. Must have experience in engaging unions, union members, and labor management groups.
- j. Must have a process to engage Ohio physicians and other health care providers in the State's PHM program.
- k. Must have a process to obtain accurate contact information and the percentage of phone numbers collected for other clients (for clients who don't provide numbers) since the State lacks a comprehensive or reliable set of phone numbers and other contact information for some employees.
- l. Must have experience integrating with client's other health care initiatives to coordinate care, make referrals, and deliver an integrated program, including the nature and frequency of the integration for case management, disability management, pharmacy benefit manager and employee assistance program.
- m. Must have an engagement building methodology.
- n. Must have a process for what steps and efforts will be made to get employees and/or dependents to re-engage in the wellness programs where applicable.

3. Communication. Effective communication will be a key contributor to the success of the State's population health management program. A mix of Contractor-specific and State-branded materials is critical to balance the privacy concerns of employees with the need to show State sponsorship and support of programs. Both the State and the Contractor shall support communications. The Contractor shall work closely with the State to develop an integrated communication strategy, timeline, messages, and materials.

Specifically, the Contractor shall design, print, and distribute a standard package of communications, including but not limited to: brochures, posters, information sheets, and other educational and promotional resources.

All communications shall be branded in a unified manner per the State's direction. The state of Ohio must review and approve all member materials before distribution to members.

The Offeror/Contractor:

- a. Shall have an integrated communications plan and communication materials that demonstrate single program branding for multiple program components similar to those requested by the State. Plans should include program inception materials including launch brochures mailed to members' homes, monthly and event marketing posters and brochures, general and special topic educational brochures, monthly health posters, customized Web site and login instructions, transition letters to participating members, quarterly newsletters or other health mailings to members' homes, reminder at year-end to complete services eligible for incentives.
 - b. Must be able to customize communication plans and materials.
 - c. Must have ability for communication plan development, drafting program materials, layout and design and maintain project management tools.
 - d. Must have a fulfillment process for distribution and mailings of educational materials.
 - e. Should have the capability to create and maintain a Facebook page for the program with a minimum of five permissions for the page.
 - f. Shall have a customized Web site
4. Customer Service. The Customer Service unit shall be knowledgeable about the details of the State's Program and responsible for responding to all member program inquiries, requests for technical assistance, and complaints concerning the Program.

The Offeror/Contractor:

- a. Must be able to meet the State's expectations as described above specifically:
 - 1) The customer service portal shall include a single dedicated toll-free number for use by State members only
 - 2) Customer service staff shall be designated or dedicated to the State account responsible for responding to all member inquiries and complaints concerning the Program
The Contractor shall monitor the quality of all calls, provide the State with results of call monitoring no less than quarterly, and meet at least a 90% compliance level. On a monthly basis the Contractor shall monitor and meet or exceed an average speed of answer of less than 30 seconds and a call abandonment rate of fewer than 5%. The Contractor's customer service center shall be supported by afterhours live service or a messaging and e-mail system with returned responses within one (1) business day.
 - b. Must have hours for which a member can reach a live customer service representative for all PHM program inquiries.
 - c. Must have hours for which a member can reach a live Web technical support representative to assist members with Web access issues.
 - d. Must have after-hours customer service and technical support capabilities.
5. Web Portal. The Contractor shall provide a comprehensive custom Web portal tailored to the state of Ohio PHM program through which employees can access all PHM-related programs. This portal shall be branded for the State and customized to reflect the demographics and needs of the State's members and the Program offerings. For example, "*Take Charge! Live Well!*", the State's branded PHM program, should be noted throughout the site if so requested by the State.

The Web portal shall include access to on-line services such as health risk assessment, educational modules, and resources for all members of the population, including healthy and low risk members, moderate risk, and high risk members. Members shall be able to access all health-related information through one (1) site, perhaps with hotlinks to other partners (e.g., PBM, health plans, etc.).

The Contractor shall track member traffic to the Web site (e.g., new vs. repeat users, hits per month, etc.).

The Contractor shall provide Web portal connectivity to be available to members 98% availability for unscheduled down time. The State expects scheduled maintenance time for the Web portal to occur during off-hours (e.g., between the hours of midnight and to 6:00 a.m. EST), not exceeding more than six (6) hours per week. The Contractor shall notify the State of any scheduled and unscheduled down time unless the former is on a regularly scheduled basis.

The Offeror/Contractor must:

- a. Have website security protocols as they relate to employees accessing website content and/or tools;
 - b. A procedure of how it handles system maintenance issues, on a scheduled and unscheduled basis;
 - c. Have expertise in managing web based educational media for clients;
 - d. Have a service model; a description of its supporting methodology tools and staffing utilized; and any anticipated challenges along with anticipated solutions;
 - e. Have help desk or customer service support for web based services; and
 - f. Have a procedure for dealing with periods of abnormally high utilization of the website such as open enrollment and events.
6. Health Risk Assessment (HRA). The Contractor shall provide eligible members with access to on-line, print HRAs (upon the member's request to the Contractor), and print HRAs for onsite completion. The HRA shall provide confidentiality information and explanation as to how the information collected will be used. The Contractor shall allow the State to modify or delete questions deemed sensitive to the State. The Contractor shall capture accurate and current member contact information. The HRA is expected to capture lifestyle risks, biometrics, member interest in programs, self-care practices, immunizations, readiness to change, overall health status, presenteeism and absenteeism, current contact information, and preferred time of contact.

The Contractor shall provide participants with an individual report of their overall health and recommendations for improving their health. All on-line health assessments shall be processed in a timely manner (e.g., within 24 hours), and participants completing a written HRA shall be mailed an individual report within seven (7) days of receipt of the paper HRA.

The Contractor must provide a personalized/customized health action plan based on their unique risks (as identified during HRA and biometrics process). This customized health action plan map should help the employee focus on next steps versus providing a laundry list of potential options (e.g., provide 3 – 5 recommendations versus providing a whole page of action items for the employee to choose from).

The Offeror/Contractor must:

- a. Have a procedure for linking a member's HRA results to the programs; and
 - b. Have a process it uses to review HRA results with a participant.
7. Biometric Screenings. The State's program requires on-site biometric screenings at approximately 100 sites throughout Ohio or physician voucher forms. Going forward, lab voucher forms and at-home testing kits may be considered. At a minimum, the screenings shall include:
- a. Blood pressure;
 - b. Total cholesterol, HDL, LDL (fasting);
 - c. Blood glucose (fasting);
 - d. Body Mass Index (BMI); and
 - e. Post-screening counseling

The Contractor shall provide appointment scheduling, online and paper options, for each event and post-event reporting.

The Offeror/Contractor must:

- a. Have a recommended health screening staffing model for an event with 200 participants, including planning, scheduling, staffing, operational procedures, etc.;
- b. Have a plan and coordinate worksite screenings;
- c. Have draw/test protocols including but not limited to stick and re-stick policies;
- d. Have a process for real-time Web tools available to the State to determine how scheduling activities are progressing by location; and

- e. Have biometric testing results protocol which includes how biometric screening results are communicated to the participant.
8. Lifestyle Management (LM) Programs. For the purposes of lifestyle management programs, the State requires all members, regardless of health-risk level, to have access to on-line, print, and telephone wellness and education resources. These services shall include, as a minimum:
- a. Telephone health coaching; and
 - b. Access to on-line lifestyle management programs.

The Contractor's LM programs shall address, at a minimum:

- a. Nutrition/weight loss;
- b. Physical inactivity;
- c. Tobacco use;
- d. Stress management;
- e. Blood pressure; and
- f. Cholesterol.

All members, including healthy and low risk members, shall be provided resources (e.g., educational modules) to help them improve or maintain their health. The Contractor shall provide these LM resources based on results of HRA and data analysis. Outreach, at a minimum, shall include:

- a. Those members whose HRA and biometric results indicate either BMI equal to or greater than 30;
- b. Smokers;
- c. Individuals reporting significant stress, high cholesterol, or high blood pressure; and
- d. Individuals identified by the Contractor as moderate or high-risk.

The Contractor shall make LM services, including phone-based coaching, available to members who work a variety of shifts. At a minimum, members shall have access to coaches Monday through Friday during the morning, afternoon and evening and on Saturday during the morning and afternoon, Eastern Standard Time. Healthy and low risk members shall have access to print and Web-based LM programs with access to phone-based coaching via self-referral.

The Contractor shall coordinate its tobacco cessation efforts with the provision of smoking cessation pharmaceuticals available to members through the State's PBM.

The Contractor shall encourage members who participate in the LM programs to complete age-specific preventive services consistent with health plan coverage.

The Offeror/Contractor must:

- a. Have a credentialing process for its coaches;
 - b. Have an ongoing training and/or re-certification process its coaches are required to attend/complete;
 - c. Have process for coaches' responsibility for data collection and management;
 - d. Have wellness coaching process including related resources you use to support and enhance this process;
 - e. Have a programs monitor process and follow up with individuals who have started a Web-based, or print LM program to make sure they are continually engaged and completing activities;
 - f. Have an approach and successes working with populations to sustain desired behaviors over time (e.g., > 1 year); and
 - g. Have health issues triage protocols as they relate to working with employees who have multiple co-morbid health conditions (e.g., obesity and tobacco use, diabetes with tobacco use, tobacco use and hypertension, etc.);
 - h. NCQA Lifestyle Management program accreditation shall be maintained by the Contractor throughout the life of the Contract.
9. Disease Management. The State of Ohio currently offers the following disease management programs and expects the selected Offeror, at a minimum, to offer these programs:
- a. Asthma
 - b. Congestive heart failure
 - c. Coronary artery disease
 - d. Chronic obstructive pulmonary disease
 - e. Diabetes

Upon receipt of monthly data, the Contractor shall:

- a. Identify and establish contact with eligible members;
- b. Verify disease management program eligibility information is correct;
- c. Enroll eligible members into the disease management program and schedule a baseline clinical assessment;
- d. Attempt to contact and perform that assessment within 30 calendar days; and
- e. Assign a single point of contact (for example a disease management counselor).

Upon a member's enrollment as a DM participant, the participant shall be provided:

- a. Information about the disease management organization;
- b. Care guideline information specific to that individual's disease state;
- c. Contact information for the disease management counselor, customer service, and Web site;
- d. Information about the enrollees' right to disenroll from the Program at any time; and
- e. Information about how to disenroll, and information on how to notify the Contractor about a phone number change or medical change that might affect health or eligibility for DM.

DM counselors shall interact with participants' physician and other health care providers and with the State health plan's case managers to assure continuity and collaborative care. The Contractor shall offer a holistic approach to care, with a focus on all needs of participants.

The Contractor, at a minimum shall:

- a. Provide comprehensive management to participants with multiple, co-morbid conditions or disease states;
- b. Encourage participants to complete age-specific preventive services consistent with health plan coverage; and
- c. Screen all participants for depression.

The Contractor shall provide members with access to disease management counselors Monday through Friday during the morning, afternoon and evening and on Saturday during the morning and afternoon, Eastern Standard Time.

The Offeror/Contractor must:

- a. Have an approach to manage participants who have multiple comorbidities including, but not limited to, determining which condition takes priority for DM counseling purposes;
- b. Have experience in providing unique approaches to managing these conditions and the corresponding results as well as any immediate plans for program enhancements focusing on these conditions, based upon analysis of claims data. The conditions of greatest concern to the State (in terms of cost and/or prevalence) are diabetes, osteoarthritis, CAD, hypertension, low back disorders, and joint and musculoskeletal problems;
- c. Have a process to initially stratify members as well as how updated information is used to reevaluate participants on an ongoing basis;
- d. Have a strategy for transitioning "graduates" out of DM;
- e. Have a process to collaborate with treating physicians including the nature and frequency of feedback to physicians on individual participant's progress; and
- f. Have experience with, and proposed means for, coordinating its efforts with value-based benefits offered by the State (e.g., free diabetic supplies to DM participants with diabetes) including, but not limited to the exchange of data.
- g. Either NCQA or URAC Disease Management program accreditation shall be maintained by the Contractor throughout the life of the Contract.

10. Health Decision Support (Nurse Line). The State expects the Contractor to provide all members, regardless of health risk, with a variety of challenges to help them maintain their health, improve their decision-making skills in the appropriate use of health care services, and increase their understanding and adoption of healthy self-care practices. As such, the State expects the selected Offeror to offer a 24/7 nurse advice line or "nurse line".

11. Health Action Programs/Challenges. The State expects the Contractor to provide all members, regardless of health risk, with a variety of challenges to help them maintain their health, improve their decision-making skills in the appropriate use of health care services, and increase their understanding and adoption of healthy self-care practices. Among the resources expected are Web-based information, resources, and tools as indicated in the Web Portal section, and population-based health action program such as fitness challenges, "biggest loser"

weight loss competitions, etc. These programs must be available on a state-wide basis and at a minimum include walking challenges and weight loss programs.

12. Incentive Management and Administration. State employees and their spouses who are enrolled in a State health plan are currently eligible to receive financial incentives for health and wellness activities. The current incentive program covers health assessment completion, participation in biometric screenings, and participation and completion in health coaching, disease management, or smoking cessation program. The current incentive award is in the form of gift cards. The State may make changes to this incentive program in the future and might consider moving towards premium reductions for participants vs. cash rewards or include incentive payments in HRA or HSA account.

The Offeror/Contractor must:

- a. Have the ability to verify eligibility and track separately the activity and incentives earned of employees and dependent spouses and attach the spouses' awards to the employee through an automated process (not manual);
 - b. Support the customer service needs of the incentive program, including resolving disputes and report that resolution to the State, appeals process, providing phone support to members requesting information and help in resolving incentive payment questions, and handling potential referrals (e.g., number of phone staff, after-hours support, training, ability to check eligibility and confirm HRA participation);
 - c. Be capable of providing members with on-line access to data regarding their incentives, e.g., programs completed, completion date, and amount of incentive earned;
 - d. Be capable of supporting incentive design in the form of premium reductions;
 - e. Be able to create a confirmation of incentive awards, print, stuff and mail incentive information to plan participants;
 - f. Report incentive amounts to the State;
 - g. Reconcile data reported to the State with the incentives applied by the State;
 - h. Have a process to monitor its system for incentive duplication or omission;
 - i. Have an incentive management and administration process (e.g., process from activity completion to having incentive inputted into system and sent to the State);
 - j. Track and be able to report completion of health assessments, LM program completion (on-line, print, and phone-based) by all members regardless of health risk, DM participation, biometric screenings, and preventive care services;
 - k. For the rewards program, the Contractor shall track fiscal year cumulative awards and report to the State only those awards that do not exceed the individual's maximum annual award amount;
 - l. Ensure the customer service representatives need to have full access to program participation information and incentive payments on an individual member basis;
 - m. Have capabilities to advise the State regarding any tax implications related to incentive design;
 - n. Be willing to be held accountable for any erroneous incentive payments made due to the inaccurate tracking, monitoring or reporting of said Contractor (e.g., if you report awards exceeding an individual's maximum award amount and the State pays that excess amount, you shall be responsible for reimbursing the State or recovering the funds);
 - o. Provide test files to the State prior to go-live to determine accurate tracking, monitoring and reporting of incentives; and
 - p. Insure incentive files sent to the State meet file format requirements specified by the State (Supplement One).
13. Management Reporting and Outcomes. The Contractor shall provide management reports that delineate unique participation rates by overall category of HRA, LM, DM, and worksite health in addition to reports that provide unique members participating in each risk or condition-specific program (e.g., stress reduction under LM, diabetes DM, etc.).

All aspects of the Program shall be reported on a monthly, quarterly, and annual basis. Monthly reports shall provide data on key participation rates. Quarterly and annual reports shall include executive summaries that summarize highlights of the reporting period, opportunities for improvement, and specific recommendations for improvement.

The reports shall be provided in a timely manner, for example, monthly reports shall be provided within 20 calendar days following month's end, quarterly reports shall be provided within 45 days after a quarter's end, and annual reports shall be provided within 90 days following the end of the contract year.

The Contractor shall be expected to capture and report all agreed upon metrics at the agency level at the State's request.

The Contractor shall present the quarterly and annual reports onsite.

14. Data Exchange.

a. Technical Standards. The state of Ohio interface architecture provides a framework to enable data interchange between the state of Ohio and agencies/contractors. The following are key standards:

- 1) Data Set / File – Data is exchanged in files using a fixed width, text-based 8-bit ASCII flat file format that is human-readable using everyday text editors such as vi and Notepad. The files will be processed on both Windows and Unix servers. End-of-line characters may be either a newline (\n - UNIX)(10 or 0x0a) or a carriage return / line feed combination (CRLF – Windows)(13/10 or 0x0d/0x0a).
- 2) Communication Protocol – Communication Protocol. The state of Ohio accepts connections using SSL-encrypted File Transfer Protocol (FTP): FTPS, and SFTP (both forms of encrypted FTP). The state of Ohio does not accept FTP (unencrypted FTP).

b. Security Standards. The state of Ohio uses the following security approaches to minimize security risks to data exchange:

- 1) IP Filtering – The state of Ohio uses the IP addresses that contractors supply to permit network access to its FTPS server. All other IP addresses will be blocked. The Contractor will be required to provide a fixed IP address from which it will transfer files.
- 2) 128-bit SSL encryption – 128-bit encryption secures the transmission channel between the Contractor and the state of Ohio for the duration of the session. Contractors use a 128-bit SSL FTPS-capable client to connect to the state of Ohio server. A partial list of compatible FTPS clients is:

- 1) CuteFTP
- 2) WSFTP
- 3) Core FTP Pro
- 4) SecureFTP
- 5) TumbleWeed
- 6) FileZilla

- 3) User ID & Password – Each Contractor is assigned a user ID and password on the state of Ohio's FTPS server. Anonymous "sign on" or "login" is not supported.

15. File Exchange Approach – Contractor Connects to the state of Ohio. The sequence of events for exchanging files with the State of Ohio is:

- a. The Contractor sub-system (or person, if the Contractor transfers files manually) connects to the state of Ohio VPN.
- b. The sub-system connects to the state of Ohio FTPS service.
- c. The interface will be inbound to the state of Ohio – the sub-system uploads the file(s) prior to the interface's cutoff time. There may be more than one file to exchange, and there may be multiple scheduled times within a day that the Contractor sends files. The FTPS server moves the file(s) from the Contractor's directory to the secure file server on the state of Ohio network. The file no longer appears in the Contractor's directory.
- d. The subsystem closes its FTPS connection, and optionally, its VPN connection.
- e. Ensure any files received within the same day have different file names.
- f. Ensure any manual adjustment files are sent in the required format, which is the same format as the extract files.

NOTE:

- a. The state of Ohio interface file names are not time-stamped while under transit. The name serves only to identify the type of data contained. The data in the file captures any business date information. Contractors and the state of Ohio may timestamp files when stored on their own internal file systems but the state of Ohio expects that files are named conforming to the state of Ohio naming standards while in transit. This means that Contractors must adhere to schedules when transferring files.
- b. The state of Ohio archives all files that are transferred, for a set retention period (defined per interface – see your state of Ohio business liaison). Inbound files that miss processing deadlines are not processed in the current processing iteration. The Contractor should be aware of this so that appropriate steps can be taken to have the data processed.

16. SSAE 16 SOC2 Reporting.

In the fourth quarter of every calendar year, the Contractor will be responsible for an independent third party SSAE 16 audit (Statements on Standards for Attestation Engagements No. 16, which superseded SAS-70 in June of 2011). The independent third party must be a nationally recognized firm qualified to perform such audits. The SSAE 16 audit must cover at least the preceding six month period for the Contractor service locations or service types for which the Contractor, in its normal course of business, has conducted SSAE 16 Service Organization Control (SOC) 2 report audits and to the extent such reports are pertinent to the Services. The audit will be a multi-customer SSAE 16 SOC 2 covering the common processes controlled and performed by the Contractor at primary Contractor shared service locations in administering customer accounts. In the year Transition occurs, a SSAE 16 audit will be required only if Transition is completed in sufficient time to allow six months of Contractor performance prior to September 30 of the first full year of service. A copy of each of the resulting audit reports will be delivered to the State during the last quarter of each calendar year, no less than 45 days following the conclusion of the SSAE 16 audit.

The scope of the Contractor SSAE 16 SOC 2 audits must include the elements of service including the hardware, software and services as relevant supporting the Services environment.

It is the sole obligation of the Contractor to remedy any written issues, material weaknesses, or other items arising from these audits as they pertain to services or capabilities provided by the Contractor to the State in conjunction with the Statement(s) of Work in effect at the time of the Audit. The Contractor must remedy these issues at no cost to the State. For items that arise as a result of State policies, procedures and activities, after mutual agreement on the underlying cause, remedial activity requirements and plan, State agrees to work, and under agreed terms, to effect the required changes to the Services delivery model to remediate issues discovered under a SSAE 16 SOC 2 audit.

17. Annual Security Plan: State and Contractor Obligations.

The Contractor will develop, implement and thereafter maintain annually a Security Plan for review, comment and approval by the State Information Security and Privacy Officer, that a minimum must include and implement processes for the following items related to the system and services:

- a. Security policies;
- b. Logical security controls (privacy, user access and authentication, user permissions, etc.);
- c. Technical security controls and security architecture (communications, hardware, data, physical access, software, operating system, encryption, etc.);
- d. Security processes (security assessments, risk assessments, incident response, etc.);
- e. Detail the technical specifics to satisfy the following:
 - 1) Network segmentation;
 - 2) Perimeter security;
 - 3) Application security and data sensitivity classification;
 - 4) PHI and PII data elements;
 - 5) Intrusion management;
 - 6) Monitoring and reporting;
 - 7) Host hardening;
 - 8) Remote access;
 - 9) Encryption;
 - 10) State-wide active directory services for authentication;
 - 11) Interface security;
 - 12) Security test procedures;
 - 13) Managing network security devices;
 - 14) Security patch management;
 - 15) Detailed diagrams depicting all security-related devices and subsystems and their relationships with other systems for which they provide controls; and
 - 16) Secure communications over the Internet.

The Security Plan must detail how security will be controlled during the implementation of the System and Services and contain the following:

- a. High-level description of the program and projects;
- b. Security risks and concerns;
- c. Security roles and responsibilities;
- d. Program and project security policies and guidelines;
- e. Security-specific project deliverables and processes;

- f. Security team review and approval process;
 - g. Security-Identity management and Access Control for Contractor and State joiners, movers, and leavers;
 - h. Data Protection Plan for personal/sensitive data within the projects;
 - i. Business continuity and disaster recovery plan for the projects;
 - j. Infrastructure architecture and security processes;
 - k. Application security and industry best practices for the projects; and
 - l. Vulnerability and threat management plan (cyber security).
18. Cost Control, Payment and Record Keeping.
- a. Billing and Payment. BAS will provide self-billing invoices to the Contractor by the 15th of each month for any Per Employee Per Month charges or any fixed fee items.
 - b. MBE Reporting
 - 1) After the award of the RFP, but prior to the commencement of any subcontract work, the selected Offeror must submit the names of selected Ohio certified MBE subcontractors for approval to DAS, OPS. The Contractor must provide a list of MBE subcontractors' names and letters, as required in Attachment Two: Requirements for Proposals, Items 1.d and 1.e on page 36, no later than 45 calendar days from notice of award.

Use of a MBE will be subject to the Subcontracting requirements listed in Attachment Three: General Terms and Conditions, Part Two: Work & Contract Administration.
 - 2) Contractor shall indicate on all invoices submitted to the Agency the dollar amount attributed to the Work provided by the selected Ohio certified MBE subcontractors along with documentation of the Ohio certified MBE subcontractor's activities. Contractor shall report all Ohio certified MBE subcontractor payments under this Contract monthly to the Agency. Compliance with Contractor's proposed cost set-aside percentage is a term of this contract and failure to attain the proposed percentage by the expiration of the contract may result in the Offeror being found in breach of contract.
 - 3) In addition to reporting the MBE subcontractor spend that accompanies the invoice, the Contractor will submit a quarterly report(s) and/or form (see Supplement Three) to the agency which tracks quarterly spend with the subcontracted MBE vendors. Report must be submitted by the 15th of the month following quarter end. A copy of the report(s) and/or form must also be provided to the DAS Procurement Analyst by the same date referenced above.
 - c. Copies of all cost control records and reports shall be furnished to the State in compliance with mutually agreed upon reporting schedules.
 - d. The Contractor shall maintain such accounting books and records in connection with its operations under this Contract for a period of not less than seven (7) years. Such accounting books and records shall be maintained in accordance with generally accepted accounting principles and with all statutory provisions as set forth by federal and state law, and must be acceptable to the State.
19. Performance Guarantees for All Program Components. The Contractor shall have fees at risk for not meeting agreed-upon performance guarantees. From a performance guarantee standpoint, the areas of most interest to the State include:
- a. The success of the implementation;
 - b. The State's satisfaction with account management;
 - c. Member participation rates;
 - d. The extent to which the Contractor is able to demonstrate risk reduction in the population in aggregate;
 - e. Improvement in clinical outcomes; and
 - f. A demonstrated positive return on investment (ROI).

The Contractor shall put a minimum of its total fees at risk as indicated below and in Attachment Eleven, Performance Guarantees.

- a. 40% Performance Guarantees:
 - 1) Operations and Administrative
 - 2) Disease Management
 - 3) Coaching and HRA

b. 30% Performance Guarantees:

- 1) Biometrics
- 2) Optional Flu Shot

20. Proposed Program Fees. The Contractor must ensure the Cost Proposal includes pricing for the PHM program provided in two (2) different ways:

- a. On a per employee, per month (PEPM) basis for administrative services (e.g., data exchange, communications, HRA, etc.), lifestyle coaching, disease management, and nurseline); and
- b. The Contractor shall be specific and provide separate information if programs are different based on risk level, and clearly document any assumptions on the financial worksheet. If its risk arrangement affects the fee structure in any manner, the Contractor must be explicit in its explanation. The Contractor shall propose fees for all standard programming as well as additional programming that is available to the State at an additional cost.

NOTE: Ensure Cost Proposals are submitted separately from the Technical Proposals, as indicated in the Proposal Submittal paragraph of this RFP. See Part Three: General Instructions. This Cost Proposal information must not be included in the Technical Proposal.

21. Optional Services and Pricing. The state of Ohio has asked questions about the Contractor's ability to provide a variety of optional services throughout the Questionnaire document. Applicable pricing is also requested for these optional services. These services are not currently part of the core program offered by the state of Ohio, but information is being requested so that the state of Ohio can assess these services and applicable costs for potential inclusion into the program at any time during the contract period. The questions and pricing associated with the optional services will not be scored.

IV. STATE RESPONSIBILITIES. The State shall:

- A. Coordinate and communicate with the successful Offeror in order to implement the PHM Program.
- B. Coordinate regular status meetings with the selected Contractor throughout the Contract Administration period.
- C. Reimburse the Contractor for services rendered. Payment of the Contractor's invoices will be authorized by the Human Resources Division, upon receipt of the monthly progress report describing work completed in conformance with the terms of the Contract.

CONTRACTOR RESPONSIBILITIES. The Contractor must meet all RFP requirements and perform Work as defined in the Scope of Work.

ATTACHMENT ONE: WORK REQUIREMENTS AND SPECIAL PROVISIONS
PART TWO: SPECIAL PROVISIONS

THE OFFEROR'S FEE STRUCTURE. The Contractor will be paid as proposed on the Cost Summary Form after the Agency approves the receipt of product(s) and continued completion of all deliverables. If there is more than one option for payment detailed on the Cost Summary Form, the State will select its preferred payment approach and the Contractor will be paid via that method.

REIMBURSABLE EXPENSES. None.

BILL TO ADDRESS.

Ohio Department of Administrative Services
 Benefits Administration Services
 ATTN: Population Health Manager
 30 E. Broad Street, 27th Floor
 Columbus, OH 43215

HEALTH INSURANCE PORTABILITY & ACCESSIBILITY ACT (HIPAA) REQUIREMENTS. As a condition of receiving a contract from the State, the Contractor, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.502 (e) and 164.504 (e) [relating to privacy] and 164.308 and 164.314 [relating to security] regarding disclosure and safeguarding of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended by the American Recovery and Reinvestment Act of 2009. Contractor and any subcontractor(s) will be required to enter into the attached Business Associate Agreement (Attachment Nine).

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS, PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

LIMITATION OF LIABILITY language is deleted in its entirety and replaced with the following:

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 IN ACCORDANCE WITH THE FOLLOWING PARAGRAPH:
3. NOTWITHSTANDING ANY OTHER PROVISION HEREOF OR OF APPLICABLE LAW, THE CONTRACTOR AND STATE AGREE THAT THE LIABILITY OF THE CONTRACTOR IN CONNECTION WITH THE PROVISIONS OF THE SERVICES PURSUANT HERETO WILL BE LIMITED TO DIRECT LOSSES THE STATE SUFFERS AS A RESULT OF THE NEGLIGENCE AND/OR ERRORS OR OMISSIONS OF THE CONTRACTOR, UP TO, BUT IN NO EVENT TO EXCEED \$5 MILLION DOLLARS.

REMEDIES

Modification or Waiver. Offeror may apply in writing to DAS, on a form prescribed by DAS, for a waiver or modification of its proposed MBE set-aside cost percentage. However, no modification or waiver request may be submitted before at least thirty percent (30%) of the Work is completed or after eighty percent (80%) of the work is completed. Offeror shall submit evidence acceptable to DAS demonstrating that Offeror made a good faith effort to seek Ohio certified MBE subcontractors, in order to justify the granting of a waiver or modification. Within 30 days of receipt of the request, DAS will determine whether the Offeror's good faith efforts and submitted documentation justify the granting of a waiver or modification. If a waiver or modification is denied, the Offeror will have an opportunity to attain the percentage before the completion of the work. Compliance with any modified cost set-aside percentage is a term of this contract and failure to attain the percentage by the expiration of the contract may result in the Offeror being found in breach of contract.

Fee at Risk. Compliance with Offeror's final agreed upon MBE set-aside percentage is a term of this contract. Contractor agrees to place five percent (5%) of its payment at risk for failure to attain the cost MBE set-aside percentage by the expiration of the contract.

ATTACHMENT TWO: REQUIREMENTS FOR PROPOSALS

PROPOSAL FORMAT. Each Proposal must include sufficient data to allow the State to verify the total cost for the Project and all of the Offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this attachment whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply will be an unacceptable response and may cause the Proposal to be rejected.

These instructions describe the required format for a responsive Proposal. The Offeror may include any additional information it believes is relevant. An identifiable tab sheet must precede each section of a Proposal, and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following information, chronologically in order, with tabbed sections as listed below:

1. Cover Letter and Mandatory Requirements
2. Certification
3. Signed Contracts
4. Offeror Profile – see Attachment Eleven - Offeror Questionnaire
5. Offeror References – see Attachment Eleven - Offeror Questionnaire
6. Staffing Plan – see Attachment Eleven Offeror - Questionnaire
7. Personnel Profile Summary – see Attachment Eleven - Offeror Questionnaire
8. Work Plan – see Attachment Eleven - Offeror Questionnaire
9. Transition Plans – see Attachment Eleven - Offeror Questionnaire
10. Support Requirements
11. Conflict of Interest Statement
12. Assumptions
13. Proof of Insurance
14. Payment Address
15. Contract Performance
16. W-9 Form and Additional Vendor Information Form
17. Affirmative Action Plan
18. Banning the Expenditure of Public Funds on Offshore Services
19. Business Associate Agreement
20. Cost Summary Forms - see Attachment Ten – Cost Summary Forms A-B-C & D
21. Offeror Questionnaire and Performance Guarantees - see Attachment Eleven - Offeror Questionnaire and Performance Guarantees

REQUIREMENTS:

1. Cover Letter. The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the Offeror. The cover letter will provide an executive summary of the solution the Offeror plans to provide. The letter must also have the following:
 - a. A statement regarding the Offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business.
 - b. A list of the people who prepared the Proposal, including their titles.
 - c. The name, phone number, fax number, e-mail address, and mailing address of a contact person who has authority to answer questions regarding the Proposal.
 - d. A list of all subcontractors, if any, that the Offeror will use on the Project if the Offeror is selected to do the Work.
 - e. For each proposed subcontractor, the Offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:
 - 1) The subcontractor's legal status, tax identification number, and principal place of business address.
 - 2) The name, phone number, fax number, e-mail address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations.
 - 3) A description of the work the subcontractor will do.
 - 4) A commitment to do the work if the Offeror is selected.
 - 5) A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.
 - 6) A statement that the Subcontractor will maintain any permits, licenses, and certifications required to perform work.

- f. A statement that the Offeror's proposed solution for the Project meets all the requirements of this RFP.
- g. A statement that the Offeror has not taken any exception to the Terms and Conditions.
- h. A statement that the Offeror does not assume there will be an opportunity to negotiate any aspect of the proposal.
- i. A statement indicating the Offeror will comply with all Federal and Ohio (Ohio Revised Code) Laws and Rules of the Ohio Administrative Code as those law and rules are currently enacted and promulgated, and as they may subsequently be amended and adopted.
- j. A statement that the Contractor shall not substitute, at Project start-up, different personnel from those evaluated by the State except when a candidate's unavailability is no fault of the Contractor (e.g., Candidate is no longer employed by the Contractor, is deceased, etc.).
- k. A statement that the Offeror is not now, and will not become subject to an "unresolved" finding for recovery under Revised Code Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying DAS of such finding.
- l. A statement that all the Offeror's personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract. Refer to the Political Contributions paragraph in Attachment Three, Part Seven of this RFP document.
- m. All contractors from whom the State or any of its political subdivisions make purchases in excess of \$2500.00 shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the Equal Employment Opportunity office of the Department of Administrative Services. Provide a statement that the Offeror has been approved through this affirmative action program. Refer to the Affirmative Action paragraph in Attachment Two and to the Equal Employment Opportunity paragraph in Attachment Three, Part Seven of this RFP.
- n. Registration with the Secretary of State. By the signature affixed to this Offer, the Offeror attests that the Offeror is:
 - 1) An Ohio corporation that is properly registered with the Ohio Secretary of State; or
 - 2) 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 nor more than ten thousand dollars. No officer of a foreign corporation shall transact business in the 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.

Offeror attests that it is registered with the Ohio Secretary of State.

The Offeror's Charter Number is: _____.

Questions regarding registration should be directed to (614) 466-3910 or visit the Web site at:
<http://www.sos.state.oh.us>

All Offerors who seek to be considered for a contract award must submit a response that contains an affirmative statement using the language in paragraph(s) a. through n. above.

Responses to all Mandatory Requirements from Table 1 must be included in this section (Tab 1).

2. **Certification.** Each Proposal must include the following certification signed by the individual Offeror.

(Insert Company name) affirms they are the prime Offeror.

(Insert Company name) affirms it shall not and shall not allow others to perform work or take data outside the United States without express written authorization from DAS.

(Insert Company name) affirms that all personnel provided for the Project, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents.

(Insert Company name) affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

(Insert Company name) agrees that it is a separate and independent enterprise from the state of Ohio, the Agency, and the Department of Administrative Services. *(Insert Company name)* has a full opportunity to find other business and has

made an investment in its business. Moreover (*Insert Company name*) will retain sole and absolute discretion in the judgment of the manner and means of carrying out its obligations and activities under the Contract. This Contract is not to be construed as creating any joint employment relationship between (*Insert Company name*) or any of the personnel provided by (*Insert Company name*), the Agency, or the Department of Administrative Services.

(*Insert Company name*) affirms that the individuals supplied under the Contract are either: (1) employees of (*Insert Company name*) with (*Insert Company name*) withholding all appropriate taxes, deductions, or contributions required under law; or (2) independent contractors to (*Insert Company name*).

If the Offeror's personnel are independent Contractors to the Offeror, the certification must also contain the following sentence:

(*Insert Company name*) affirms that it has obtained a written acknowledgement from its independent Contractors that they are separate and independent enterprises from the state of Ohio and the Department of Administrative Services and the Agency for all purposes including the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contributions Act, the provisions of the Internal Revenue Code, Ohio tax law, worker's compensation law and unemployment insurance law.

3. Signed Contracts. The Offeror must provide two (2) originally signed, blue ink copies of the included Contract, Attachment Four. Offeror must complete, sign and date both copies of the Contract and include it with their Proposal. (Attachment Four).
4. Offeror Profile. - see Attachment Eleven - Offeror Questionnaire
5. Offeror References. - see Attachment Eleven - Offeror Questionnaire
6. Staffing Plan. - see Attachment Eleven - Offeror Questionnaire
7. Personnel Profile Summary. - see Attachment Eleven - Offeror Questionnaire
8. Work Plan. - see Attachment Eleven - Offeror Questionnaire
9. Transition Plans. – see Attachment Eleven - Offeror Questionnaire
10. Support Requirements. The Offeror must describe the support it wants from the State other than what the State has offered in this RFP. Specifically, the Offeror should address the following:
 - a. Nature and extent of State support required in terms of staff roles, percentage of time available, etc.;
 - b. Assistance from State staff and the experience/qualification level required; and
 - c. Other support requirements.

The State may not be able or willing to provide the additional support the Offeror lists in this part of its Proposal. The Offeror must therefore indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the State may reject the Offeror's Proposal if the State is unwilling or unable to meet the requirements.

11. Conflict of Interest Statement. Each Proposal must include a statement indicating whether the Offeror or any people that may work on the Project through the Offeror have a possible conflict of interest (e.g., employed by the State of Ohio, etc.) and, if so, the nature of that conflict. The State has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.
12. Assumptions. The Offeror must provide a comprehensive listing of any and all of the assumptions that were made in preparing the proposal. If any assumption is unacceptable to the State, it may be cause for rejection of the Proposal. No assumptions shall be included regarding negotiation, terms and conditions, and requirements.
13. Proof of Insurance. In this section, the Offeror must provide the certificate of insurance required by the General Terms & Conditions, Attachment Three, Part Two. The policy may be written on an occurrence or claims made basis.
14. Payment Address. The Offeror must provide the address to which payments to the Offeror will be sent.
15. Contract Performance. The Offeror must complete Attachment Eight, Offeror Performance Form.
16. W-9 Form and Vendor Information Form. The Offeror must complete Federal Form W-9, Request for Taxpayer Identification Number and Certification form and the Vendor Information Form (OBM-5657) in their entirety. At least one (1) original of each form (signed in blue ink) must be submitted in the "original" copy of the Proposal. All other copies of

the Proposal may contain duplicates of these completed forms. If a subsidiary company is involved, Offerors must have an original W-9 and OBM-5657 for both the parent and subsidiary companies. These documents and directions can be found on the OBM Web site under the heading "Vendor Forms" at <http://www.ohiosharedservices.ohio.gov/Vendors.aspx>

17. Affirmative Action. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using:

<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>.

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's Web site:

<http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>

Copies of approved Affirmative Action plans shall be supplied by the Offeror as part of its Proposal or inclusion of an attestation to the fact that the Offeror has completed the process and is pending approval by the EOD office.

18. Governing the Expenditure of Public Funds for Offshore Services. The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Offeror must complete the attached Contractor/Subcontractor Affirmation and Disclosure to abide with Executive Order 2011-12K affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States. During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

19. Business Associate Agreement. The Offeror, and any subcontractors, will be required to enter into the attached Business Associate Agreement (Attachment Nine). The Offeror, and its subcontractors, should provide two (2) originally signed, blue ink copies of the included Business Associate Agreement, Attachment Nine. Offeror, and its subcontractors, should complete, sign and date both copies of the Business Associate Agreement and include it with their Proposal.
20. Cost Summary Forms. The Cost Summary Forms (Attachment Ten - A, B, C & D) must be submitted with the Offeror's Proposal. Offerors shall provide a comprehensive cost analysis. This cost must include all ancillary costs. All costs for furnishing the services must be included in the Cost Proposals as requested. No mention of or reference to, the Cost Proposals may be made in responses to the general, technical, performance, or support requirements of this RFP.

The Offeror must ensure the Cost Proposal includes pricing for the PHM program provided in the following way:

- a. On a per employee, per month (PEPM) basis for administrative services (e.g., data exchange, communications, HRA, etc.), lifestyle coaching, lifestyle management programs, disease management, biometric screenings and nurseline.

The Offeror shall build all costs such as communications; data uploads for stratification and analytic purposes, reporting, travel, in-person meetings, etc. into its program fees. The Offeror shall be specific and provide separate information if programs are different based on risk level, and clearly document any assumptions on the financial worksheet. If its risk arrangement affects the fee structure in any manner, the Offeror must be explicit in your explanation.

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 120 days, starting on the due date for proposals. The awarded Contractor must hold the accepted prices and/or costs for the entire contract period. No price change shall be effective without prior written consent from DAS, OPS.

In addition, Offerors must indicate the MBE cost and percentage for each category of the Offeror's proposed cost, utilizing the Cost Summary Forms in Attachment Ten. The total MBE cost will be the sum of all MBE categories in the Cost Proposal.

NOTE: Offeror's should ensure Cost Proposals are submitted separately from the Technical Proposals, as indicated the Proposal Submittal paragraph of this RFP (see Part Three). This information should not be included in the Technical Proposal.

The State shall not be liable for any costs the Offeror does not identify in its Proposal.

21. Offeror Questionnaire and Performance Guarantees. The Offeror's Questionnaire and Performance Guarantees (Attachment Eleven - A, B, C & D) must be submitted with the Offeror's Technical Proposal. The complete Attachment Eleven includes both the Offeror Questionnaire and Performance Guarantee.

NOTE: Offeror's should ensure Offeror Questionnaire and Performance Guarantees are submitted separately from the Technical Proposals, as indicated the Proposal Submittal paragraph of this RFP (see Part Three). This information should not be included in the Technical Proposal.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART ONE: PERFORMANCE AND PAYMENT

STATEMENT OF WORK. The RFP and the Offeror's Proposal (collectively referred to as the "RFP") are a part of this Contract and describe the Work (the "Project") the Contractor will do and any materials the Contractor will deliver (the "Deliverables") under this Contract. The Contractor will do the Project in a professional, timely, and efficient manner and will provide the Deliverables in a proper fashion. The Contractor will also furnish its own support staff necessary for the satisfactory performance of the Project.

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

TERM. Unless this Contract is terminated, or expires without renewal, it will remain in effect until the Project is completed to the satisfaction of the State and the Contractor is paid. The current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium. The State however, may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure will also apply to the end of any subsequent biennium during which the Project continues. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.

It is understood that the State'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 and other obligations due as part of this Contract, the State's obligations under this Contract are terminated as of the date that the funding expires without further obligation of the State.

The Project has a completion date that is identified in the RFP. The RFP may also have several dates for delivery of Deliverables or reaching certain milestones in the Project. The Contractor must make those deliveries, meet those milestones, and complete the Project within the times the RFP and the mutually agreed to Work Plan requires. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract under the termination provision contained below. The State may also have certain obligations to meet. Those obligations, if any, are also listed in the RFP. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP is due to the State's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the State's failure to perform will be extended by the same amount of time as the State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted all professional management skill to avoid an extension and has given the State meaningful written notice of the State's failure to meet its obligations within five (5) business days of the Contractor's realization that the State's delay will impact the Project. The notice to the State must be directed at making the State aware of its delay and the impact of its delay. It must be sent to the Agency Project Representative and the State Procurement Representative. Remedies resulting from the State's delay will be at the State's discretion.

The State seeks a complete Project. Any incidental items omitted in the RFP will be provided as part of the Contractor's not-to-exceed fixed price. The Contractor must fully identify, describe, and document all systems that are delivered as a part of the Project. All hardware, software, supplies, and other required components (such as documentation, conversion, training, and maintenance) for the Project to be complete and useful to the State are included in the Project and the not-to-exceed fixed price.

ECONOMIC PRICE ADJUSTMENT. The Contract prices(s) will remain firm throughout the initial term of the Contract. Thereafter, prior to Contract renewal, the Contractor may submit a request to adjust their price(s) to be effective on the effective date of the Contract's renewal. No price adjustment will be permitted prior to the effective date; on purchase orders that already being processed; or on purchase orders that have been filled.

Price increases must be supported by a general price increase in the cost of the materials/services rendered due to documented increases in the cost of related materials/services. Detailed documentation, to include a comparison list of the Contract items and proposed price adjustments must be submitted to support the requested adjustment. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding adjustment, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the adjusted costs in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the Contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the Contract pricing will be returned to the pricing in effect prior to the temporary decrease. Failure to comply with this provision will be considered as a default and will be subject to the Suspension and Termination section contained herein.

COMPENSATION. In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP (the "Fee"), plus any other expenses identified as reimbursable in the RFP. In no event will payments under this Contract exceed the "not-to-exceed" amount in the RFP without the prior, written approval of the State and, when required, the Ohio Controlling Board and any other source of funding. The Contractor's right to the Fee is contingent on the complete and satisfactory performance of the Project or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Project tied to the applicable milestone or period. Payment of the Fee is also contingent on the Contractor delivering a proper invoice and any other documents required by the RFP.

An invoice must comply with the State's then-current policies regarding invoices and their submission. The State will notify the Contractor in writing within fifteen (15) business days after it receives a defective invoice of any defect and provide the information necessary to correct the defect.

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

The State will pay the Contractor interest on any late payment as provided in Section 126.30 of the Ohio Revised Code (the "Revised Code"). If the State disputes a payment for anything covered by an invoice, within 15 business days after receipt of that invoice, the State will notify the Contractor, in writing, stating the grounds for the dispute. The State may then deduct the disputed amount from its payment as a non-exclusive remedy. If, in the opinion of the State, a material breach has occurred by the Contractor, the State retains the right to withhold payment from the Contractor. Both parties agree that an attempt at resolution of any claims or material breach or disputes will first be made jointly by the Contractor Project Manager, the Contractor Project Principal, the Agency Project Representative and the State Procurement Administrator. If, within 30 calendar days following the above notification, the claim or dispute has not been resolved, only then will it be submitted to non-binding mediation (pursuant to the rules as stipulated by the American Arbitration Association). A claim or dispute must be submitted to non-binding mediation prior to the initiation of any formal legal process. The State will consult with the Contractor as early as reasonably possible about the nature of the claim or dispute and the amount of payment affected. When the Contractor has resolved the matter to the State's satisfaction, the State will pay the disputed amount within 30 business days after the matter is resolved. No payments are required to be made by the State until the matter is resolved.

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

REIMBURSABLE EXPENSES. The State will pay all reimbursable expenses identified in the RFP, if any, in accordance with the terms in the RFP and, where applicable, Section 126.31 of the Revised Code. The Contractor will assume all expenses that it incurs in the performance of this Contract that are not identified as reimbursable in the RFP.

In making any reimbursable expenditure, the Contractor will always comply with the more restrictive of its own, then-current internal policies for making such expenditures or with the State's then-current policies. All reimbursable travel will require the advance written approval of the State's Agency Project Representative. All reimbursable expenses will be billed monthly and paid by the State within 30 business days of receiving the Contractor's invoice.

CERTIFICATION OF FUNDS. 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 the following conditions have been met:

1. All statutory provisions under ORC 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.

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.

EMPLOYMENT TAXES. Each party will be solely responsible for reporting, withholding, and paying all employment related taxes, payments, and withholdings for its own personnel, including, but not limited to, Federal, state and local income taxes, social security, unemployment or disability deductions, withholdings, and payments (together with any interest and penalties not disputed with the appropriate taxing authority). All people the Contractor provides to the State under this Contract will be deemed employees of the Contractor for purposes of withholdings, taxes, and other deductions or contributions required under the law.

SALES, USE, EXCISE, AND PROPERTY TAXES. The State is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Contractor in connection with the Project, such will be the sole and exclusive responsibility of the Contractor. The Contractor will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or at a later time.

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS. DAS requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

ELECTRONIC COMMERCE PROGRAM. The State of Ohio is an active participant in E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the Contractor by reducing time delays in receiving invoices and making payments that are associated with the existing manual processes. The contractor is encouraged to move toward compliance with electronic commerce technologies as this will be the preferred method of doing business with the State of Ohio. Information regarding E-Commerce is available on the Office of Budget and Management's website at <http://obm.ohio.gov/sectionpages/electroniccommerce/> for additional information regarding E-Commerce.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART TWO: WORK & CONTRACT ADMINISTRATION

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

BANNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES.

1. Executive Order Requirements. The Contractor affirms to have read and understands [Executive Order 2011-12K](#) and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Offeror must complete the attached Contractor/Subcontractor Affirmation and Disclosure form attachment to abide with Executive Order 2011-12K, affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States. During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

2. Termination, Sanction, Damages. If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of one percent (1.0 %) of the value of the Contract.

The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

3. 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.

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

The State's approval of the use of subcontractors does not mean that the State will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Project in a timely and professional manner. The Contractor will hold the State harmless for and will indemnify the State against any such claims.

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

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement must also pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. This exception is applicable only to sections that expressly provide exclusions for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages the State in any way, the Contractor will indemnify the State for the damage.

RECORD KEEPING. The Contractor will keep all financial records in accordance with generally accepted accounting procedures consistently applied. The Contractor will file documentation to support each action under this Contract in a manner allowing it to be readily located. The Contractor will keep all Project-related records and documents at its principal place of business or at its office where the work was performed.

The Contractor will keep a separate account for the Project (the "Project Account"). All payments made from the Project Account will be only for obligations incurred in the performance of this Contract and will be supported by contracts, invoices, vouchers, and any other data needed to audit and verify the payments. All payments from the Project Account will be for obligations incurred only after the effective date of this Contract unless the State has given specific written authorization for making prior payments from the Project Account.

AUDITS. During the term of this Contract and for three (3) years after the payment of the Contractor's Fee, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Project. This audit right will also apply to the State's duly authorized representatives and any person or organization providing financial support for the Project.

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records to the Contractor's office nearest Columbus whenever the State or anyone else with audit rights requests access to the Contractor's Project records. The Contractor will do so with all due speed, not to exceed five (5) business days.

If any audit reveals any material deviation from the Project's specifications, any misrepresentation, or any overcharge to the State, the State will be entitled to recover damages, as well as the cost of the audit.

For each subcontract in excess of \$25,000, the Contractor will require its subcontractors to agree to the requirements of this section and of the record-keeping section. Subcontracts with smaller amounts involved need not meet this requirement. The Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

INSURANCE. The Contractor shall provide the following insurance coverage at its own expense throughout the term of this Contract:

1. Workers' compensation insurance, as required by Ohio law, and, if some of the Project will be done outside Ohio, the laws of the appropriate state(s) where work on the Project will be done. The Contractor shall also maintain employer's liability insurance with at least a \$1,000,000 limit.
2. Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the state of Ohio as an additional insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance shall be:
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Per Occurrence Limit
 - \$1,000,000 Personal and Advertising Injury Limit
 - \$100,000 Fire Legal Liability
 - \$10,000 Medical Payments

The policy shall also be endorsed to provide the State with 30-day prior written notice of cancellation or material change to the policy. It is agreed upon that the Contractor's Commercial General Liability shall be primary over any other insurance coverage.

3. Commercial Automobile Liability insurance with a combined single limit of \$500,000.
4. Professional Liability Insurance

Certificates for Worker's Compensation and proof of insurance must be provided. The certificate(s) must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

Professional Liability Insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor shall provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

STATE PERSONNEL. During the term of this Contract and for one (1) year after completion of the Project, the Contractor will not hire or otherwise contract for the services of any state employee involved with the Project.

REPLACEMENT PERSONNEL. If the Offeror's Proposal contains the names of specific people who will work on the Project, then the quality and professional credentials of those people were material factors in the State's decision to enter into this Contract. Therefore, the Contractor will use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor will not remove those people from the Project without the prior, written consent of the State except as provided below.

The Contractor may remove a person listed in its Proposal from the Project if doing so is necessary for legal or disciplinary reasons. The Contractor must make a reasonable effort to give the State 30 calendar days' prior, written notice of the removal.

The Contractor must have qualified replacement people available to replace any people listed by name in its Proposal. When the removal of a listed person is permitted under this Section, or if a person becomes unavailable, the Contractor will submit the resumes for two (2) replacement people for each person removed or who otherwise becomes unavailable. The Contractor will submit the two (2) resumes, along with such other information as the State may reasonably request, within five (5) business days after the decision to remove a person is made or the unavailability of a listed person becomes known to the Contractor.

The State will select one of the two proposed replacements or will reject both of them within ten business days after the Contractor has submitted the proposed replacements to the State. The State may reject the proposed replacements for any legal reason(s). Should the State reject both replacement candidates due to their failure to meet the minimum qualifications identified in the RFP, or should the Contractor fail to provide the notice required under this Section or fail to provide two (2) qualified replacement candidates for each removed or unavailable person, the Contractor will be in default and the cure period for default specified elsewhere in this Contract will not apply. In the event of such a default, the State will have the right to terminate this Contract and to have the damages specified elsewhere in this Contract for termination due to default.

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

Should the State reject both proposed candidates for any legal reason other than their failure to meet the minimum qualifications identified in the RFP, then such rejection may be deemed a termination for convenience.

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

CONTRACT NON-COMPLIANCE. A primary goal of the Agency is to assure that the program receives high quality services from the Contractor. To this end, the Agency will work in partnership with the Contractor(s) to meet this goal. The partnership is defined by the Contract and it is important that communication between the Contractor and state agencies be open and supportive. Should contract non-compliance be an issue, the Agency shall make every effort to resolve the problem.

1. Non-Compliance Issues. Contractor non-compliance with the specifications and terms and conditions outlined in the Contract may result in the imposition of remedies as explained below in paragraph 2.

The Agency must be promptly notified of any procedural changes outside the technical requirements listed herein.

2. Resolution for Contract Non-Compliance. The Agency will be responsible for monitoring the Contractor's performance and compliance with the terms, conditions, and specifications of the contract.

- a. For any infractions not immediately remedied by the Contractor, the Agency will notify DAS through a Complaint to Vendor (CTV) to help resolve the infraction.
- b. DAS will impose upon the Contractor remedies for non-compliance regarding contract specifications and terms and conditions. Remedies imposed will be in proportion with the severity of the non-compliance and may be progressive in nature.

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

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice or if the breach is not one that is curable, the State will have the right to terminate this Contract. The State may also terminate this Contract in the case of breaches that are cured within 30 calendar days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations three (3) times. After the third notice, the State may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The three (3) notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than 30 calendar days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The State may also terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Project. If a third party is providing funding for the Project, the State may also terminate this Contract should that third party fail to release any Project funds. The RFP identifies any third party source of funds for the Project.

The notice of termination, whether for cause or without cause, will be effective as soon as the Contractor receives it. Upon receipt of the notice of termination, the Contractor will immediately cease all work on the Project and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. The Contractor will also immediately prepare a report and deliver it to the State. The report must be all-inclusive; no additional information will be accepted following the initial submission. The report must detail the work completed at the date of termination, the percentage of the Project's completion, any costs incurred in doing the Project to that date and any Deliverables completed or partially completed but not delivered to the State at the time of termination. The Contractor will also deliver all the completed and partially completed Deliverables to the State with its report. If delivery in that manner would not be in the State's interest, then the Contractor will propose a suitable alternative form of delivery.

If the State terminates this Contract for cause, it will be entitled to cover for the Project by using another Contractor on such commercially reasonable terms as it and the covering contractor may agree. The Contractor will be liable to the State for all costs related to covering for the Project to the extent that such costs, when combined with payments already made to the Contractor for the Project before termination, exceed the costs that the State would have incurred under this Contract. The Contractor will also be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any work on the Project that the Contractor has performed 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 once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined to be owing to the Contractor by the State. The State will make that determination based on the lesser of the percentage of the Project completed or the hours of work performed in relation to the estimated total hours required to perform the entire applicable unit(s) of Work.

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

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. The Contractor will not be entitled to compensation for any other costs associated with a suspension for the State's convenience. No payment under this provision will be made to the Contractor until the Contractor submits a proper invoice.

Any notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. The Contractor will prepare a report concerning the Project just as is required by this Section in the case of termination. After suspension of the Project, the Contractor will perform no work without the consent of the State and will resume work only on written notice from the State to do so. In any case of suspension, the State retains its right to terminate this Contract rather than to continue the suspension or resume the Project. If the suspension is for the convenience of the State, then termination of the Contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.

The State will not suspend the Project for its convenience more than once during the term of this Contract, and any suspension for the State's convenience will not continue for more than 30 calendar days. If the Contractor does not receive notice to resume or terminate the Project within the 30-day period, then this Contract will terminate automatically for the State's convenience at the end of the 30 calendar day period.

Any default by the Contractor or one of its subcontractors will be treated as a default by the Contractor and all 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. Each subcontractor will hold the State harmless for any damage caused to them from a suspension or termination. They will look solely to the Contractor for any compensation to which they may be entitled.

The Contractor may, at its discretion, request termination with a minimum 60 day notice in writing. The State will review the request and respond in writing to the Contractor with its findings.

CONTRACT REMEDIES.

1. 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.
2. 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 the default is not cured by Contractor.
3. 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 being issued to the Contractor by the State.

REPRESENTATIVES. The State's representative under this Contract will be the person identified in the RFP or a subsequent notice to the Contractor as the "Agency Project Representative". The Agency Project Representative will review all reports made in the performance of the Project by the Contractor, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the complete Project. The Agency Project Representative may assign to a manager, responsibilities for individual aspects of the Project to act as the Agency Project Representative for those individual portions of the Project.

The Contractor's Project Manager under this Contract will be the person identified in the Proposal as the "Project Manager." The Project Manager will conduct all liaisons with the State under this Contract. Either party, upon written notice to the other party, may designate another representative. The Project Manager may not be replaced without the approval of the State if that individual is identified in the Proposal as a key individual on the Project.

WORK RESPONSIBILITIES. The State will be responsible for providing only those things expressly identified, if any, in the RFP. If the State has agreed to provide facilities or equipment, the Contractor, by signing this Contract, warrants that the Contractor has either inspected the facilities and/or equipment or has voluntarily waived an inspection and will work with the equipment and/or facilities on an "as is" basis.

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

If the Project, or parts of it, requires installation on the State's property, the State will provide the Contractor with reasonable access to the installation site for the installation and any site preparation that is needed. After the installation is complete, the Contractor will complete an installation letter and secure the signature of Agency Project Representative certifying that

installation is complete and the Project, or applicable portion of it, is operational. The letter will describe the nature, date, and location of the installation, as well as the date it was certified as installed and operational by the Agency Project Representative.

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

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

If a change causes an increase in the cost of, or the time required for, the performance of the Project, the Contractor will notify the State in writing and request an equitable adjustment in the Contractor's Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Project not described in a written Change Order, the Contractor must notify the State of the claim within five (5) business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the relevant change was specifically ordered in writing by the State and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Project, as changed.

Where an equitable adjustment to the Contractor's Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, and the Contractor seeks an equitable adjustment in its Fee, either party may submit the dispute to the senior management of the Contractor and the State for resolution. If, within 30 calendar days following referral to senior management, the claim or dispute has not been resolved, only then will it be submitted to non-binding mediation (pursuant to the rules as stipulated by the American Arbitration Association). A claim or dispute must be submitted to non-binding mediation prior to the initiation of any formal legal process. Costs of mediation will be shared equally. Both parties further agree to use best efforts to resolve any claims or disputes arising during the performance of this Contract within 30 calendar days following the initiation of the dispute process. The resolved amount will be the not-to-exceed amount of the Change Order. If the change involves removing a requirement from the Project or replacing one part of the Project with the change, the State will get a credit for the work no longer required under the original scope of the Project. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the not-to-exceed amount will be reduced by this credit.

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

EXCUSABLE DELAY. Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party must also describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third-party manufacturers supplying commercial items and over whom Contractor has no legal control.

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

Contractor acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in O.R.C. 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") Contractor shall have any individual performing services under the agreement complete and submit to the ordering agency the Independent Contractor/Worker Acknowledgement found at the following link: <https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80>.

Contractor's failure to complete and submit the Independent Contractor/Worker Acknowledgement prior to commencement of the work, service or deliverable, provided under this contract, shall serve as Contractor's certification that Contractor is a "Business entity" as the term is defined in O.R.C. 145.037.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART THREE: OWNERSHIP & HANDLING OF INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION

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

The Contractor agrees not to disclose any Confidential Information to third parties and to use it solely to do the Project. The Contractor will restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information to do the Project. The Contractor will be liable for the disclosure of such information whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.

The Contractor will not be liable for any unintentional disclosure of Confidential Information that results despite the Contractor's exercise of at least the same degree of care as it normally takes to safeguard its own secrets, except when the Contractor's procedures are not reasonable given the nature of the Confidential Information or when the disclosure nevertheless results in liability to the State.

The Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the Contractor will cause all of its employees who have access to any Confidential Information to execute a confidentiality agreement incorporating the obligations in this section.

The Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) Was already in the Contractor's possession before disclosure by the State, and such was received by the Contractor without 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 served by the original order of production. The Contractor will return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but they will be obligated to the requirements of this section.

HANDLING OF THE STATE'S DATA. The Contractor must use due diligence to ensure computer and telecommunications systems and services involved in storing, using, or transmitting State data are secure and to protect that data from unauthorized disclosure, modification, or destruction. To accomplish this, the Contractor must:

1. Institute security controls in conformance with NIST Special Publication 800-53 moderate impact level.
2. Apply appropriate risk management techniques to ensure security for all sensitive data, including but not limited to any data identified as Confidential Information elsewhere in this Contract.
3. Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability.
4. Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as and detect and respond to those threats and vulnerabilities.
5. Maintain appropriate identification and authentication process for information systems and services associated with State data.
6. Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with State data.
7. Implement and manage security audit logging on information systems, including computers and network devices.

The Contractor must maintain a robust boundary security capacity that incorporates generally recognized system hardening techniques. This includes determining which ports and services are required to support access to systems that hold State data, limiting access to only these points, and disable all others. To do this, the Contractor must use assets and techniques such as properly configured firewalls, a demilitarized zone for handling public traffic, host-to-host management, Internet protocol specification for source and destination, strong authentication, encryption, packet filtering, activity logging, and implementation of system security fixes and patches as they become available. The Contractor must use two-factor authentication to limit access to systems that contain particularly sensitive State data, such as personally identifiable data.

Unless the State instructs the Contractor otherwise in writing, the Contractor must assume all State data is both confidential and critical for State operations, and the Contractor's security policies, plans, and procedure for the handling, storage, backup, access, and, if appropriate, destruction of that data must be commensurate to this level of sensitivity. As part of the Contractor's protection and control of access to and use of data, the Contractor must employ appropriate intrusion and attack prevention and detection capabilities. Those capabilities must track unauthorized access and attempts to access the State's data, as well as attacks on the Contractor's infrastructure associated with the State's data. Further, the Contractor must monitor and appropriately address information from its system tools used to prevent and detect unauthorized access to and attacks on the infrastructure associated with the State's data.

The Contractor must use appropriate measures to ensure that State's data is secure before transferring control of any systems or media on which State data is stored. The method of securing the data must be appropriate to the situation and may include erasure, destruction, or encryption of the data before transfer of control. The transfer of any such system or media must be reasonably necessary for the performance of the Contractor's obligations under this Contract.

The Contractor must have a business continuity plan in place. The Contractor must test and update the IT disaster recovery portion of its business continuity plan at least annually. The plan must address procedures for response to emergencies and other business interruptions. Part of the plan must address backing up and storing data at a location sufficiently remote from the facilities at which the Contractor maintains the State's data in case of loss of that data at the primary site. The plan also must address the rapid restoration, relocation, or replacement of resources associated with the State's data in the case of a disaster or other business interruption. The Contractor's business continuity plan must address short- and long-term restoration, relocation, or replacement of resources that will ensure the smooth continuation of operations related to the State's data. Such resources may include, among others, communications, supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware. The Contractor also must provide for reviewing, testing, and adjusting the plan on an annual basis.

The Contractor may not allow the State's data to be loaded onto portable computing devices or portable storage components or media unless necessary to perform its obligations under this Contract properly. Even then, the Contractor may permit such only if adequate security measures are in place to ensure the integrity and security of the data. Those measures must include a policy on physical security for such devices to minimize the risks of theft and unauthorized access that includes a prohibition against viewing sensitive or confidential data in public or common areas. At a minimum, portable computing devices must have anti-virus software, personal firewalls, and system password protection. In addition, the State's data must be encrypted when stored on any portable computing or storage device or media or when transmitted from them across any data network. The Contractor also must maintain an accurate inventory of all such devices and the individuals to whom they are assigned.

Any encryption requirement identified in this provision must meet the Ohio standard as defined in Ohio IT standard ITS-SEC-01, "Data Encryption and Cryptography".

The Contractor must have reporting requirements for lost or stolen portable computing devices authorized for use with State data and must report any loss or theft of such to the State in writing as quickly as reasonably possible. The Contractor also must maintain an incident response capability for all security breaches involving State data whether involving mobile devices or media or not. The Contractor must detail this capability in a written policy that defines procedures for how the Contractor will detect, evaluate, and respond to adverse events that may indicate a breach or attempt to attack or access State data or the infrastructure associated with State data.

In case of an actual security breach that may have compromised State data, including but not loss or theft of devices or media, the Contractor must notify the State in writing of the breach within 24 hours of the Contractor becoming aware of the breach, and fully cooperate with the State to mitigate the consequences of such a breach. This includes any use or disclosure of the State data that is inconsistent with the terms of this Contract and of which the Contractor becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Contract by an employee, agent, or subcontractor of the Contractor.

The Contractor must give the State full access to the details of the breach and assist the State in making any notifications to potentially affected people and organizations that the State deems are necessary or appropriate. The Contractor must document all such incidents, including its response to them, and make that documentation available to the State on request. In addition to any other liability under this Contract related to the Contractor's improper disclosure of State data, and regardless of any limitation on liability of any kind in this Contract, the Contractor will be responsible for acquiring one year's identity theft protection service on behalf of any individual or entity whose personally identifiable information is compromised while it is in the Contractor's possession.

OWNERSHIP OF DELIVERABLES. All deliverables produced by the Contractor and covered by this Contract, including any software modifications, and documentation, shall be owned by the State, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The Contractor will provide the State with all assistance reasonably needed to vest such rights of ownership in the State. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials") if the Contractor provides the non-exclusive license described in the next paragraph.

The Contractor may grant the State a worldwide, non-exclusive, royalty free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials provided however, that the State may distribute such Pre-existing materials to the extent required by governmental funding mandates. The Contractor will not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials in a custom Deliverable, the Contractor must first disclose this and seek the State's approval for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice the Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

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

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

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

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

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

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

For Commercial Software, the State will have the rights in items (1) through (8) of this section with respect to the software. The State will not use any Commercial Software except as provided in items (1) through (8) of this section or as expressly stated otherwise in this Contract. The Commercial Software may be:

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

5. Disclosed to and reproduced for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions set forth in this Contract.
6. Used or copied for use in or transferred to a replacement computer.

However:

7. If the Commercial Software delivered under this Contract is published and copyrighted, it is licensed to the State without disclosure prohibitions.
8. If any Commercial Software is delivered under this Contract with the copyright notice in 17 U.S.C. 401, it will be presumed to be published, copyrighted, and licensed to the State without disclosure restrictions, unless a statement substantially as follows accompanies such copyright notice: "Unpublished -- rights reserved under the copyright laws of the United States." The State will treat such Commercial Software as Confidential Information to the extent that such is actually the case.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

GENERAL WARRANTIES. The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) Be in accordance with sound professional standards and the requirements of this Contract and without any material defects; (2) Unless otherwise provided in the RFP, be the work solely of the Contractor; and (3) No Deliverable will infringe on the intellectual property rights of any third party.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) The Contractor has the right to enter into this Contract; (2) The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control; (4) The Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; (5) All hardware, software, firmware, and similar devices and materials provided under this Contract will be designed to operate without regard to the turning of a century and process dates in a manner that takes into account dates occurring before and after the turning of a century; and (6) The Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State.

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

SOFTWARE WARRANTY. If this Contract involves software as a Deliverable, then, on acceptance and for 12 months after the date of acceptance of any Deliverable that includes software, the Contractor warrants as to all software developed under this Contract that: (a) the software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation, the Contractor's Proposal, and the RFP; (b) the software will be free of any material defects; (c) the Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code; and (d) the source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and (e) the software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software licensed from a third party that is incorporated in a Deliverable, the Contractor represents and warrants that it has done 1 of the following 3 things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the State; or (c) fully disclosed in the RFP any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

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

For purposes of the warranties and the delivery requirements in this Contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions for the entire System. The Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code will be provided in the language in which it was

written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

EQUIPMENT WARRANTY. If any electrical equipment, mechanical device, computer hardware, telecommunications hardware, or other type of physical machinery ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for 1 year from the acceptance date of the Equipment that the Equipment will perform substantially in accordance with specifications described in the RFP, the user manuals, technical materials, and related writings published by the manufacturer for the Equipment. The foregoing warranties will not apply to Equipment that is modified or damaged after title passes to the State.

The Contractor will notify the State in writing immediately upon the discovery of any breach of the warranties given above.

The Contractor's will do the following if any Equipment does not meet the above warranties:

1. Cause the Equipment to perform as required, or, if that is not commercially practicable, then;
2. Grant the State a refund equal to the amount the State paid for the Equipment or, if such has not been individually priced, the manufacturer's suggested retail price for the Equipment.

Except where the Contractor's breach of a warranty makes it not possible for the State to do so, the State will return the affected Equipment to the Contractor in the case of a refund under the previous paragraph.

GENERAL EXCLUSION OF WARRANTIES. The State makes no warranties, express or implied, other than those express warranties contained in this contract. The contractor also makes no warranties of merchantability or fitness for a particular purpose except as follows: If the Contractor has been engaged under the scope of work in the RFP to design something to meet a particular need for the State, then the Contractor does warrant that the contractor's work will meet the stated purpose for that work.

INDEMNITY. The Contractor will indemnify the State for any and all claims, damages, law suits, 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 Contractor's 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 the 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.
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.

LIMITATION OF LIABILITY. Notwithstanding any limitation provisions contained in the documents and materials incorporated by reference into this contract, 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 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.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART FIVE: ACCEPTANCE AND MAINTENANCE

STANDARDS OF PERFORMANCE AND ACCEPTANCE. If the RFP does not provide otherwise, the acceptance procedure will be an informal review by the Agency Project Representative to ensure that each Deliverable and the Project as a whole comply with the requirements of this Contract. The Agency Project Representative will have up to 30 calendar days to do this. No formal letter of acceptance will be issued, and passage of the 30 calendar days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverable or the Project as a whole does not meet the requirements of this Contract. If the Agency Project Representative issues a letter of noncompliance, then the Contractor will have 30 calendar days to correct the problems listed in the noncompliance letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the Agency Project Representative has issued a noncompliance letter, the Deliverables or the Project as a whole will not be accepted until the Agency Project Representative issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30 day period, the Agency Project Representative will issue the acceptance letter within 15 calendar days.

If the Project fails to meet the standard of performance after 90 calendar days from the start of the performance period, the Contractor will be in default and will not have a cure period. In addition to all other remedies the State may have under this Contract, the State will have the right to request correction or replacement of the relevant portion of the Project.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART SIX: CONSTRUCTION

ENTIRE DOCUMENT. This Contract is the entire agreement between the parties with respect to the subject matter and supersedes any previous statements or agreements, whether oral or written.

BINDING EFFECT. This Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.

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

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

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

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

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

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

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART SEVEN: LAW & COURTS

COMPLIANCE WITH LAW. The Contractor agrees to comply with all applicable federal, state, and local laws in the conduct of the Work.

DRUG-FREE WORKPLACE. The Contractor will comply with all applicable state and Federal laws regarding keeping a drug-free workplace. The Contractor will make a good faith effort to ensure that all the Contractor employees, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

CONFLICTS OF INTEREST. No Personnel of the Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor will not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Project to acquire an interest in anything or any entity under the Contractor's control if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. The Contractor will take steps to ensure that such a person does not participate in any action affecting the work under this Contract. This will not apply when the State has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

OHIO ETHICS AND ELECTIONS LAW.

1. Ethics Law

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. Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

2. Political Contributions

The Contractor affirms in its cover letter that, as applicable to the Contractor, all personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract.

EQUAL EMPLOYMENT OPPORTUNITY. The Contractor will comply with all state and federal laws regarding equal employment opportunity, including O.R.C. 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/>. Contractor must verify compliance on an annual basis for the duration of any contract. Approved Affirmative Action Plans can be found by going to the Equal Opportunity Division's web site: <http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>

INJUNCTIVE RELIEF. Nothing in this Contract is intended to limit the State's right to injunctive relief if such is necessary to protect its interests or to keep it whole.

ASSIGNMENT. The Contractor may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of the State.

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

USE OF MBE AND EDGE VENDORS. The State encourages Contractors to purchase goods and services from Minority Business Enterprises (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors.

ATTACHMENT FOUR
CONTRACT

This Contract, which results from RFP CSP900016, entitled State of Ohio Employee Population Health Management (PHM) Program is between the state of Ohio, through the Department of Administrative Services, Office of Procurement Services, on behalf of the Ohio Department of Administrative Services (DAS), Benefits Administration Services (BAS) Office (the "State") and

(the "Contractor").

If this RFP results in a contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor's proposal, and written, authorized addenda 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 (1) page attachment to the RFP, which incorporates by reference all the documents identified above. The general terms and conditions for the Contract are contained in another attachment to the RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
4. The documents and materials incorporated by reference in the Contractor's Proposal.

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

This Contract has an effective date of the later of July 01, 2015 or the occurrence of all conditions precedent specified in the General Terms and Conditions.

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

_____ (Contractor)	<u>Department of Administrative Services</u> <u>(State of Ohio Agency)</u>
_____ (Signature)	_____ (Signature)
_____ (Printed Name)	<u>Robert Blair</u> <u>(Printed Name)</u>
_____ (Title)	<u>Director, Department of Administrative Services</u> <u>(Title)</u>
_____ (Date)	_____ (Date)

ATTACHMENT EIGHT
OFFEROR PERFORMANCE FORM

The Offeror must provide the following information for this section for the past seven (7) years. Please indicate yes or no in each column.

Yes/No	Description
	The Offeror has had a contract terminated for default or cause. If so, the Offeror must submit full details, including the other party's name, address, and telephone number.
	The Offeror has been assessed any penalties in excess of two hundred fifty thousand dollars (\$250,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.
	Has trading in the stock of the company ever been suspended? If so provide the date(s) and explanation(s).
	The Offeror, any officer of the Offeror, or any owner of a twenty percent (20%) interest or greater in the Offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The Offeror, any officer of the Offeror, or any owner with a twenty percent (20%) interest or greater in the Offeror has been convicted of a felony or is currently under indictment on any felony charge.

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

ATTACHMENT NINE
BUSINESS ASSOCIATE AGREEMENT

The Offeror must use the Web link that follow to obtain a copy of the Business Associate Agreement:

[Weblinks\CSP900016 DAS070 Business Associate Agreement.doc](#)

ATTACHMENT TEN
COST SUMMARY FORM

RFP TITLE: State of Ohio Employee Population Health Management (PHM) Program

RFP Number: CSP900016

UNSPSC CATEGORY CODES: 85000000 & 85101700

1. Please use the legend shown in Item 10 below, in reference to the color coordination in the pricing spreadsheets.
2. All population health management (PHM) pricing needs shall be provided according to the spreadsheet model.
3. Please confirm pricing is guaranteed through the initial contract term.
4. Include financial notes and assumptions for each spreadsheet.
5. Claims data will only be provided by the State, to the Offeror that is awarded the Contract.
6. The State reserves the right to not purchase all services included in the spreadsheets (e.g., optional conditions & programs).
7. If an Offeror intentionally leaves a line item blank (e.g., postcards, brochure, integration, data feeds), and it is included in fees, the Offeror should ensure it is noted in the assumptions.
8. Refer to the RFP for further supporting detail (e.g., on-site presence in Ohio, communication, etc.).
9. Pricing must be provided as follows:
 - a. On a per employee, per month (PEPM) basis for all services including administrative services (e.g., data exchange, communications, HRA, etc.), lifestyle coaching, lifestyle management programs, disease management, biometric screenings and nurseline.

Offerors are expected to build all costs such as communications, data uploads for stratification and analytic purposes, reporting, travel, in-person meetings, etc. into their proposed program fees.

Offerors should include pricing for optional program components under each tab where applicable. Items included on each tab under the optional program components table should be program components beyond the scope of services outlined in this RFP that the Offeror believes would further enhance the State's PHM services and are not already included under standard pricing. If the State determines a fee is standard and the Offeror has listed it as optional, the fee will be moved to the standard pricing section by the State.

NOTE: Please be specific and provide separate information if programs are different based on risk level, and clearly document any assumptions on the financial worksheet. If the risk arrangement affects the fee structure in any manner, Offerors must be explicit in their explanation(s).

Based on the proposed programs, Offerors must provide fees and details as outlined in the Cost Summary Forms, utilizing the assumptions (e.g., number of employees) presented when completing the financials for the State: (Note: These are sample numbers and are expected to be adjusted at the time of contract signing).

10. Legend:

Offeror Input Fields (e.g., Offeror shall supply respective values and specifically address the fields)
Calculations and Assumptions (e.g., preset formula, Offerors cannot edit these areas)

The Offeror must use the Weblink that follows to obtain a copy of Attachment Ten - A, B, C & D Cost Summary Forms:

[Weblinks\CSP900016 DAS070 Cost Summary Forms Attachment 10.xls](#)

All costs must be in U.S. Dollars.

The State will not be responsible for any costs not identified.

There will be no additional reimbursement for travel or other related expenses.

ATTACHMENT ELEVEN
OFFEROR QUESTIONNAIRE AND PERFORMANCE GUARANTEES

The Offeror must use the Web links that follow to obtain a copy of the Offeror Questionnaire:

[Weblinks\CSP900016 DAS070 Offeror Questionnaire Attachment 11.doc](#)

And the Performance Guarantee of Attachment Eleven - A, B, C & D files:

[Weblinks\CSP900016 DAS070 Performance Guarantees Attachment 11.xls](#)

SUPPLEMENT ONE
ADDITIONAL PAY INTERFACE – INBOUND - INCENTIVE FILE LAYOUT

The Offeror must use the Web link that follows to obtain a copy of Additional Pay Interface – Inbound – Incentive File Layout:

[Weblinks\CSP900016 DAS070 Additional Pay Interface – Inbound – Incentive File Layout](#)

SUPPLEMENT TWO
STANDARD LAYOUTS FOR BIOMETRIC, DISEASE MANAGEMENT AND HRA DATA

The Offeror must use the Web link that follows to obtain copies of the Standard Layouts for Biometric, Disease Management, and HRA Data:

[Weblinks\CSP900016 DAS070 Standard Layouts for Biometric, Disease Management, and HRA Data](#)

SUPPLEMENT THREE
OHIO MBE SUBCONTRACTOR DATA COLLECTION FORM

The Offeror must use the Web link that follows to obtain a copy of the Ohio MBE Subcontractor Data Collection Form:

[Weblinks\CSP9000016 DAS070 Ohio MBE Subcontractor Data Collection Form](#)