



Department of
Job and Family Services

Ted Strickland, Governor

Douglas E. Lumpkin, Director

11/12/2010

Dear Vendor:

This letter is to announce the release of the Ohio Department of Job and Family Services (ODJFS) Request for Proposals (RFP), numbered R-1213-07-8000, for Third Party Liability Services. This RFP is expected to result in a contract with one qualified vendor for the identification of third-party revenues; for determining Ohio Medicaid Program (Medicaid) expenditures to be investigated for third-party liability; assuring that third-party payers do not inappropriately shift costs to Medicaid; recovering Medicaid expenditures; and transferring third-party information to the ODJFS third-party liability database. ODJFS seeks vendors with practical experience and success in third-party recovery methods and operations; that know relevant federal and state regulations; and that possess the technological skills to build and maintain an information database compatible with ODJFS' Medicaid Management Information System (MMIS) or Medicaid Information Technology System (MITS), or both.

If you are interested in submitting a bid for this important project, please obtain the RFP through the ODJFS web site at <http://www.jfs.ohio.gov/rfp/>. If you do not have Internet access to this document or experience problems opening the above referenced ODJFS URL, please contact the RFP/RLB Unit at the following telephone number:

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

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

Sincerely,

(Signature on file)

Douglas E. Lumpkin
Director

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

An Equal Opportunity Employer and Service Provider

**THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
REQUEST FOR PROPOSALS
FOR
THIRD PARTY LIABILITY SERVICES**

RFP # R-1213-07-8000

**Issued By:
The Ohio Department of Job and Family Services**

REQUEST FOR PROPOSALS (RFP): Third Party Liability Services

RFP#: R-1213-07-8000

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**ODJFS REQUEST FOR PROPOSALS (RFP):
Third Party Liability Services
RFP#: R-1213-07-8000**

SECTION I. GENERAL PURPOSE & VENDOR INFORMATION

1.1 Purpose

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Proposals (RFP) to identify a vendor with which to establish a contingency fee contract for the recovery of third-party resources. Code of Federal Regulations (C.F.R.) 42 C.F.R. 433.135 to 433.154 and sections 5101.58 and 5101.59 of the Ohio Revised Code (O.R.C.) govern the recovery of third-party resources in Ohio. The vendor chosen through this RFP process will be responsible for identifying third-party revenues, determining Ohio Medicaid Program (Medicaid) expenditures to be investigated for third-party liability, assuring that third-party payers do not inappropriately shift costs to Medicaid, recovering Medicaid expenditures, and transferring third-party information to the ODJFS third-party liability database. ODJFS seeks vendors with practical experience and success in third-party recovery methods and operations; that know relevant federal and state regulations; and that possess the technological skills to build and maintain an information database compatible with ODJFS' Medicaid Management Information System (MMIS) or Medicaid Information Technology System (MITS) or both.

1.2 Issuing Office

This RFP is released by, and the subsequent contract(s) will be with, ODJFS. The Office of Ohio Health Plans (OHP) will administer the contract and is responsible for state-level supervision, however. ODJFS will maintain a contract manager who will function as a liaison between it and the selected vendor. ODJFS expects the selected vendor to execute the attached model contract—see Attachment A--substantially as written.

1.3 Background

The mission of ODJFS is to develop and oversee programs that provide health care, employment and economic assistance, child support, and services to families and children. The programs and services offered help Ohioans be healthy and safe, while gaining and maintaining independence, and are delivered at the local level in a manner that recognizes and preserves individual rights, responsibilities and dignity. Through state and local partnerships, ODJFS desires to be the nation's premier family support and workforce development system contributing to skilled, healthy Ohioans, successful businesses and strong communities. ODJFS is the state agency responsible for the administration the Medicaid program, a medical assistance program established by Title XIX of the Social Security Amendments Act of 1965. In accordance with the Federal Medicaid State Fiscal Administration requirements set forth in 42 C.F.R. 433.135 through 433.154, ODJFS has established a third-party recovery unit to identify any individual or entity that is or may be liable to pay all or part of the medical cost of injury, disease, or disability of a Medicaid applicant or recipient.

ODJFS started doing third-party liability (TPL) identification and recovery in the mid 1970's. With the introduction of MMIS in 1986, electronic cost avoidance of Medicaid claims became possible. In 1987, ODJFS engaged a vendor to maximize pay-and-chase recoveries for health insurance providers. In late 1992, ODJFS awarded a contract for all ODJFS health insurance recovery efforts. In 1994, ODJFS contracted out casualty recovery efforts. Effective December 7, 2010, ODJFS plans to implement MITS, which will replace MMIS.

Ohio's Medicaid population in State Fiscal Year (SFY) 2009 (July 1, 2008 - June 30, 2009) exceeded two million. In SFY 2009, Medicaid spent more than fourteen billion dollars and processed more than fifty million claims to deliver primary, acute and long-term-care services to this population. Medicaid pays providers--mostly hospitals and nursing facilities--primarily by a fee-for-service payment to an eligible, enrolled health care provider; or by a capitated rate to a Medicaid contracted managed care plan (MCP).

1.4 Overview of the Project

A "third party" is any individual, entity or program that is or may be liable to pay all or part of the expenditures for medical assistance furnished under Medicaid. It includes any health insurer, individual, entity, or public or private program that is or may be liable to pay all or part of the medical cost of injury, disease, or disability of an applicant or recipient. It also includes an insurer, entity, or program that would have been obligated to pay for a service, even though insurer, entity, or program limits or excludes payments in the case of an individual who is eligible for Medicaid. Third-party does not include the Ohio Department of Health's program for medically handicapped children.

The following are examples of a third party:

- Medicare;
- Health insurance policies - including health, indemnity and supplemental insurance;
- Casualty coverage - including part or whole of a tort settlement, compromise, action, claim, or any court award judgment;
- Medical coverage included in conjunction with other benefit or compensation programs - including military and veteran programs, worker's compensation, child support enforcement, etc.;
- Liability for medical expenses as agreed or ordered in negligence suits, support settlements, trust funds, etc.

By law, Medicaid is the payer of last resort; that is, all other available third-party resources must meet their legal obligation to pay claims before Medicaid pays for the care of an eligible individual. As a condition for participating in Medicaid, an individual must assign his or her right to any third-party payment to ODJFS. In turn, ODJFS is required to take all reasonable steps to find out the legal liability of third parties to pay for the care and services Medicaid may provide.

Once ODJFS has determined that a potentially liable third party exists, it must "cost avoid" or "pay and chase" the claim. *Cost avoidance* occurs when the provider of services bills and collects

from liable third parties before sending the claim to Medicaid. *Pay and chase* occurs when Medicaid pays the claim and then attempts to recover from a liable third party. If Medicaid is identified as a potentially liable secondary payer in either of the above processes, “payment coordination” may occur, which refers to coordinating the payments from the Medicaid and other liable payers.

When a recipient or participant brings an action or claim against a third party, any settlement or compromise of the action or claim, or any court award or judgment, is subject to recovery by ODJFS. Generally, ODJFS’ claim cannot exceed the amount of medical expenses paid by it on behalf of the recipient or participant. ODJFS’ claim can exceed the amount of medical expenses paid by it on behalf of the recipient or participant, however, when a MCP provides the care. ODJFS may enforce its right of recovery even though a settlement, compromise, judgment, or award expressly excludes the cost of medical services or care.

The TPL Master File currently contains approximately 2.5 million health insurance records. It is populated with third-party-liability information that county agencies, providers, consumers, employers, insurance companies, courts and attorneys provide to ODJFS. County agencies are the primary source of TPL health insurance information via the submission to ODJFS of the ODJFS 6612 Health Insurance Information Form. ODJFS receives an average of 400 ODJFS 6612 forms per week electronically or via mail. ODJFS transfers the information in the forms to the TPL Master File for cost avoidance. In addition to the TPL Master File, ODJFS maintains a Carrier Text File, which has address information for approximately 7,000 health insurance companies.

ODJFS matches Medicaid claims submitted through MMIS—MITS after December 7, 2010—against the TPL Master File. ODJFS also conducts data matches with Medicare and insurance companies that share eligibility files. When a TPL record is found, Medicaid does not pay (“cost avoids”) the claim and notifies the provider to bill the appropriate insurance company instead.

ODJFS also seeks recovery in casualty/injury cases by monitoring worker’s compensation, malpractice settlements, assault restitution and trauma code edits. ODJFS gets leads on these cases from attorneys, insurance companies, MCPs, Medicaid consumers, Medicaid providers, other state agencies, and via the ODJFS 6613 Accident/Injury Insurance Form, which is submitted by county agencies. Casualty leads currently average about 400 - 500 per week.

In addition, ODJFS produces a trauma code report for review for potential recovery. In the report, ODJFS identifies medical expenses related to a specific injury/accident through analyst review of a paid-claims-history listing. ODJFS then submits specific related claims and a summary Statement of Aid Paid (SOAP) to the insurer or attorney by certified mail. ODJFS refers cases with questions about liability or that require court representation to the Ohio Attorney General for resolution. At the end of 2009, ODJFS had about 28,000 open casualty cases and had made 500 referrals to the Ohio Attorney General’s Office.

1.5 Objectives of the Project

By hiring a third-party-liability-services vendor, ODJFS seeks to achieve:

Objective One:

Meet and fulfill all federally mandated and state required actions regarding third-party liability, including, but not limited to, C.F.R. Title 42, Volume 3 and the Deficit Reduction Act of 2005.

Objective Two:

Ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA) when conducting third-party liability and recovery actions. HIPAA regulations are found in the C.F.R. Title 45, Parts 160 and 164.

Objective Three:

Secure new agreements and sustain existing agreements with government agencies and private companies for the execution of exchanges of data to determine the legal liability of third parties as required in the C.F.R. Title 42, Volume 3.

Objective Four:

Investigate diagnosis and trauma code edits to determine the legal liability of third parties as required in the C.F.R. Title 42, Volume 3.

Objective Five:

Augment and substantiate data for an effective and valid cost avoidance process as required in the C.F.R. Title 42, Volume 3 and sections 5101.572 to 5101.575 of the O.R.C

Objective Six:

Exercise the state's right of recovery in accordance with sections 5101.58 and 5101.59 of the O.R.C. to the limit of legal liability for all post payment recoupments of Medicaid expenditures.

Objective Seven:

Preserve fiscal integrity in the administration of all third-party liability activities and provide comprehensive statements of accounts of all receivables and payables.

Objective Eight:

Provide detailed reports of all third-party liability activities to the state of Ohio.

1.6 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
11/12/10	ODJFS Releases RFP to Potential Vendors on ODJFS Website; Q&A Period Opens
12/06/10	Internet Q&A Period Closes, 10 a.m. - No further inquiries will be accepted
12/16/10	DEADLINE FOR PROPOSAL SUBMISSION TO ODJFS (3 P.M.) - This is the proposal opening date, beginning the ODJFS process of proposal review. LATE PROPOSALS WILL NOT BE CONSIDERED. THERE WILL BE NO EXCEPTIONS MADE.

12/30/10	ODJFS Issues Contract Award Notification Letter (estimated) ODJFS will notify a vendor that submitted a proposal whether ODJFS has accepted the vendor's proposal for contract award
02/07/11	Controlling Board Review of Contract (estimated). - Contract with the selected vendor requires review and approval by Controlling Board.
07/01/11	Implementation* (estimated —following notification of all contractual and funding approvals) -ODJFS contracts are not valid and enforceable until the state Office of Budget and Management approves the purchase order.
See below	Project Completion - All work must be completed and approved by ODJFS Contract Manager. (**The contract is renewable through 6/30/2017.)

ODJFS reserves the right to revise this schedule when it determines revision is in the best interest of the state of Ohio or when necessary to comply with the state of Ohio procurement procedures and regulations, provided it gives reasonable notice.

* In accordance with section 126.07 of the O.R.C., ODJFS contracts are not valid and enforceable until the Office of Budget and Management (OBM) certifies the availability of funds, as indicated by the approval of the Purchase Order (PO). The selected vendor may neither perform work nor submit an invoice for payment for work performed for this project prior to the PO approval date. The ODJFS Contract Manager will notify the selected vendor when OBM approves the PO and the vendor can start work.

** Subject to approval by the Controlling Board, the contract period is expected to run from 07/01/11 through 06/30/13, with a renewal contract(s) to be in effect, contingent upon satisfactory performance, continued availability of funding, and all required approvals, from 07/01/13 through 06/30/15 and from 07/01/15 through 06/30/17. Since state law prohibits ODJFS from making financial commitments beyond the fiscal biennium (e.g., 7/01/11 through 6/30/13), ODJFS must renew the contract with the selected vendor for the period 7/01/13 through 06/30/15 and for the period 7/01/15 through 6/30/17. The Controlling Board must approve any contract renewal.

1.7 Internet Question & Answer Period; RFP Clarification Opportunity

Potential vendors or other interested parties may ask clarifying questions regarding this RFP via the Internet during the Q&A Period as outlined in Section 1.6, Anticipated Procurement Timetable. To ask a question, potential vendors must use the following Internet process:

- * Access the ODJFS Web Page at <http://jfs.ohio.gov//>
- * Select “About Us” on the front page;
- * Select “Doing Business with ODJFS;”
- * Select “Requests for Proposals, Letterhead Solicitations, and Other Invitations;”
- * RFP Number ***JFSR1213078000***;
- * Select “Ask a Question about this RFP” function; and
- * Follow the instructions to send an e-mail question.

Questions about this RFP must reference the relevant part of this RFP, the heading for the provision under question, and the page number of the RFP where the provision can be found. The potential vendor must also include the name of a representative of the potential vendor, the

company name and business phone number. ODJFS may, at its option, disregard any questions which do not appropriately reference an RFP provision or location, or which do not include an identification for the originator of the question. ODJFS will not respond to any questions submitted after **10:00 a.m.** on the date the Q&A period closes.

ODJFS responses to all questions asked via the Internet will be posted on the Internet website dedicated to this RFP, for reference by all potential vendors. Potential vendors will not receive personalized or individual e-mail responses. Clarifying questions asked and ODJFS responses to them comprise the “ODJFS Q&A Document” for this RFP. If possible, ODJFS will post an interim Q&A Document, without identifying the vendors asking questions, as well as the final version (in which all vendors that posed questions will be identified). ODJFS strongly encourages vendors to ask questions as early as possible in the Q&A period so that interim answers can be posted with sufficient time for the possibility of vendors’ follow-up questions.

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

Accessibility to the ODJFS Q&A Document will be clearly identified on the website dedicated to this RFP, once that document is made available.

IMPORTANT: Requests from potential vendors for copies of previous RFPs, past vendor proposals, score sheets or contracts for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFP. PRRs submitted in accordance with directions provided in Section 1.8, Communication Prohibitions, will be honored. The posted time frames for ODJFS responses to Internet questions for RFP clarification do not apply to PRRs.

Vendors are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, NOT on details of any current or past related contract. Requirements under a current project may or may not be required by ODJFS under any future contract, and so may not be useful information for vendors who choose to respond to the RFP. If vendors ask questions about existing or past contracts using the Internet Q&A process, ODJFS will use its discretion in deciding whether to provide answers. Interested vendors should also refer to RFP Section 1.10, Time Frames and Funding Source, for related information.

There is an established time period for the Vendor Q&A process (see Section 1.5, Anticipated Procurement Timetable, above). ODJFS will only answer those questions submitted within the stated time frame for submission of vendor questions, and which pertain to issues of RFP clarity, and which are not requests for public information. ODJFS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

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

1.8 Potential Vendor's Library

Interested vendors may find additional information about this project in:

- 42 C.F.R. 433.135 to 433.154
- Sections 5101.571 to 5101.59 of the O.R.C.
- Rules 5101:3-1-05, 5101:3-1-05.1, 5101:3-1-05.3, 5101:3-2-25, and 5101:3-1-08 of the Ohio Administrative Code (O.A.C.)
- Section 2080.16 of the State Medicaid Manual

1.9 Communications Prohibited

After this RFP is issued, and until the ODJFS Director announces the contract award, employees of ODJFS' issuing office, and other ODJFS employees who were involved in the development of the RFP or the selection of the vendor, are forbidden to communicate concerning this RFP with any vendor that expects to submit a proposal. The only exceptions to this prohibition are:

1. Communications conducted under Section 1.7, Internet Q & A Period;
2. Communications necessary to maintain any pre-existing or on-going business relationship between ODJFS and any vendor which could submit a proposal in response to this RFP;
3. Communications as part of an interview necessary for ODJFS to make a final selection;
4. The posting of revisions, amendments, etc., to the website dedicated to this RFP, if it is necessary to revise any part of this RFP or communicate other relevant information to interested vendors;
5. Communications by the Office of Legal and Acquisition Services as the result of any PRR;
6. Communications to agree on an acceptable subcontractor or subcontractors as specified in Section 3.9 of this RFP.

ODJFS is responsible for the accuracy of information compiled by it in the Q & A process described in this RFP only. Any reliance of information about this RFP obtained or gathered outside that process is at the potential bidder's risk. ODJFS may disqualify from consideration a potential vendor that attempts to communicate with an ODJFS employee outside the permitted communications specified in this section.

1.10 Time Frames & Funding Available

ODJFS is seeking to contract with a vendor to identify, obtain and verify third-party liability coverage information for the purpose of offsetting Medicaid expenditures and maximizing Medicaid recovery.

As mentioned previously, subject to approval by the Controlling Board, the contract period is expected to run from 07/01/11 through 06/30/13, with two possible two-year contract renewals. Since state law prohibits ODJFS from making financial commitments beyond the fiscal biennium (e.g., 7/01/09 through 6/30/11), ODJFS has the option, in its sole discretion, to renew the contract with the selected vendor for the two biennia that follow the biennium in which a contract is executed (e.g., 07/01/13 through 06/30/15 and 07/01/15 through 06/30/17). Contract renewal is contingent upon the availability of funds, continued programmatic need, and satisfactory performance by the selected vendor; and is subject to approval by the Controlling Board.

In its sole discretion, ODJFS may negotiate for a revised bid with any vendor that submits a proposal that meets technical requirements but whose bid exceeds the funds available to carry out this project. Section 5.1 C. of this RFP contains further information on this procedure.

SECTION II. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES

2.1 Number of Participants

The selected vendor will be accountable to ODJFS - Ohio Health Plans – Bureau of Cost Avoidance and Recovery Section. The selected vendor will or may interact with other ODJFS and state offices as needed to accomplish the objectives of the project including ODJFS Fiscal and Monitoring Services, ODJFS Legal and Acquisition Services, ODJFS Information Services; the Ohio Attorney General’s Office; the Ohio Department of Insurance; Ohio Bureau of Workers Compensation; the Ohio Bureau of Motor Vehicles; and other state agencies or private companies.

2.2 Vendor Qualifications

A vendor’s proposal must demonstrate that the vendor and its staff meet the following organizational, staff experience, and capabilities requirements:

A. Mandatory Vendor Experience and Capabilities

ODJFS will consider only vendors whose proposals demonstrate the following:

1. Three (3) years experience performing third-party liability activities for local, state or federal operations that administer a public health program.
2. Three (3) years experience in securing agreements and performing data exchanges of eligibility or claim information with government or private companies.
3. Three (3) years experience in determining private and commercial insurance policy plans, types of coverage and benefit verifications.
4. Three (3) years experience in third-party liability investigations, case tracking, benefit pursuit and funds recovery.

5. Three (3) years experience participating in legal settlements, compromises, judgments or awards.
6. Three (3) years experience in collecting and correlating third-party liability recovery information and providing detailed reports of findings.

B. Organizational Experience and Capabilities

Additionally, an interested vendor must provide the following:

1. Information on the background of the firm and any prior experience relevant to this RFP;
2. Samples (or descriptions) of at least two, but no more than four, similar sized projects completed in the past three (3) years that demonstrate expertise in third-party liability recovery; and
3. Names and contact information for at least three entities for which it has performed similar large scale projects in the past three (3) years.
4. Knowledge of health maintenance organizations' or MCPs' structures and methodologies (vendor proposals must describe).
5. Knowledge of cost avoidance concepts and processes (vendor proposals must describe).
6. Knowledge of banking policies and procedures, electronic funds transfers and fiscal reporting (vendor proposals must describe)

ODJFS may ask a potential vendor to provide details about its experience, such as the size of the organizations for which it has carried out projects, the duration of its involvement, its level of responsibility, its significant accomplishments, as well as a thorough description of the nature of its experience.

C. Staff Experience and Capabilities

The selected vendor must assign staff with appropriate education and experience to the key roles of Project Manager and Office Manager (specific requirements for each follow). The vendor must, at minimum:

1. Identify, by position and by name, those staff they consider key to the project's success (at minimum, key staff identified must include a Project Manager and Office Manager);
2. Include resume(s)*, education, experience, and list of related published works of the Project Manager and all key personnel for this project (including any subcontractors), and specifically list their qualifications and

experience (in the areas described in Section II, Scope of Work and Specifications of Deliverables of this RFP--see Section 2.3) of key staff expected to work on the project.

3. Ensure that key staff has at least an associate or higher degree in a field of study appropriate to their role in the project (e.g., a health care degree for the Project Manager and a business administration-related degree for the Office Manager). ODJFS will evaluate proposals based on the education and experience of key personnel assigned to carry out the project.

The selected vendor must hire a **Project Manager** (a designated key staff person) to liaise between the vendor and ODJFS. The Project Manager must have the following minimum qualifications:

- Seven (7) years experience in the management and administration of third-party liability and cost avoidance projects.
- Seven (7) years experience in working with Medicaid and Medicare policies and procedures.
- Seven (7) years experience in the use of computer programs and software, data entry, data exchange, database creation, claims processing, spreadsheet creation, graph and table formats, templates and reporting functions.
- Seven (7) years experience in determining private and commercial insurance company policies and verifying benefits.
- Seven (7) years experience working with tort action lawsuits, liens, compromises and settlements.
- Working knowledge of medical terminology, legal terminology, and managed care policies.

The selected vendor must hire an **Office Manager** (a designated key staff person) to supervise staff employed by the vendor that performs daily casualty recovery actions. The Office Manager must have the following minimum qualifications:

- Seven (7) years experience in office management.
- Seven (7) years experience in supervision of a staff consisting of four (4) or more employees.
- Five (5) years experience in medical benefit recovery field.
- Five (5) years experience in the use of computer programs and software in office correspondence and reporting.
- Working knowledge of medical and legal terminology.

ODJFS must approve any replacement of the Project Manager, Office Manager, or other key staff members (as designated by ODJFS) who carry out the project. ODJFS reserves the right to

disapprove a key staff member's replacement if it determines the minimum education and experience requirements are not met.

***Important:** ODJFS expects each potential vendor to remove its staffs' personal confidential information (such as home addresses and social security numbers)--and the personal confidential information of any subcontractor and subcontractor staff--from resumes or other parts of the vendor's proposal. Following submission to ODJFS, all proposals are open to the public. ODJFS reserves the right to disqualify any vendor whose proposal is found to contain personal confidential information.

2.3 Scope of Work

ODJFS offers this contingency-fee contract for the identification and recovery of identified third-party resources, which resources do **not** include credit balances resulting from non-third-party-liability overpayments or estate cases. The scope of work follows:

- A) ODJFS will expect the selected vendor to meet all the requirements of Ohio's Medicaid State Plan (Plan) and to fulfill the functions the Federal government mandates that the state of Ohio carry out to meet its third-party liability recovery obligations. These functions include identifying third parties liable for payment of services under the Plan, payment of claims involving third parties, assignment of rights to benefits, cooperation with entities to obtain medical support or payments; and cooperation in identifying and providing information to assist ODJFS to pursue liable third parties.
- B) ODJFS will require the selected vendor to comply with the standards of privacy set forth in section 5101.27 of the O.R.C. and 42 C.F.R. 431.300-306. ODJFS will expect the selected vendor to know the HIPAA General Administrative Requirements of 42 C.F.R. Part 160 and to comply with HIPAA's compliance and enforcement provisions. The selected vendor is expected to create and maintain a log capable of tracking privacy authorizations applicable to third-party liability activities. ODJFS will require the selected vendor to enter into a HIPAA business associate agreement with ODJFS. In addition, ODJFS expects the selected vendor to sign appropriate agreements with ODJFS to transmit TPL information through transaction sets. [Note: The interested vendor's proposal must clearly show the vendor's ability to conduct electronic data interchange (EDI) as outlined by the Accredited Standards Committee (ASC) X12. The selected vendor must have the technical and electronic capabilities to perform an EDI 837 transaction. The selected vendor must have the technical and electronic capabilities to initiate an X12 270/271 Eligibility Benefit Inquiry and Response. The selected vendor must know Ohio HIPAA Transaction Code Sets and the Payer Initiated Eligibility/Benefit Transaction (PIET).]
- C) ODJFS expects the selected vendor to determine the legal liabilities of third parties. In accordance with 42 C.F.R. Part 433, ODJFS will require the selected vendor to exchange consumer-Medicaid data with other entities, including, but not limited to:
 - 1) The state wage information collection agency (SWICA) to identify Medicaid consumers who are employed and the identity of the employer;
 - 2) The Centers for Medicare and Medicaid Services (CMS) to identify Medicaid consumers eligible for Medicare coverage using the Enrollment Data Base (EDB);

- 3) The Ohio Bureau of Workers' Compensation to identify Medicaid consumers who have filed an industrial accident and the identity of the employer;
- 4) The Ohio Department of Public Safety to identify Medicaid consumers who have sustained injuries in a motor vehicle accident and to identify any tort feasons.

ODJFS expects the selected vendor to use any Medicaid-consumer-identifying information, as available in ODJFS database(s), to conduct the data exchange. The selected vendor will not be limited to data exchanges with state agencies. ODJFS allows for data exchanges with private insurance companies and employers. The selected vendor must use exchange data to obtain insurance information from a liable third party. The selected vendor must maintain the insurance coverage information in a self-supported database. The selected vendor must transfer verified insurance coverage information to ODJFS in a manner and format specified by ODJFS. In its sole discretion, ODJFS will determine the frequency of the transfer; in no event, however, will the transfer be more often than monthly or less often than quarterly.

- D) ODJFS will supply data files for the selected vendor to initiate a Medicare recoupment project. The project consists of an ongoing process to identify a recipient with Medicaid paid claims who wholly or partially qualifies for Medicare benefits. The selected vendor will work with Medicaid providers of service, and create and maintain a computer database, compatible with the ODJFS format, to store record data. The selected vendor will notify ODJFS of claims subject to recoupment via a data file in the state's designated format (see Attachment C). ODJFS expects the selected vendor to transfer the data to ODJFS either electronically or in secure e-mail with a letter detailing the number of records, the total amount paid/reimbursed, and the total amount charged. Prior to transfer, the selected vendor shall ensure the integrity of the data by analyzing and resolving any interim adjustments or credits. The selected vendor will establish a process that identifies specific claim line items initially rejected for payment by Medicare and employ an alternate billing methodology to maximize benefit recovery. The selected vendor shall supply ODJFS with data records for uploading and processing to the state's computer database. ODJFS may alter this process to reflect new computer capabilities or enhancements during the initial contract or renewal period(s).
- E) ODJFS will produce and send to the selected vendor a diagnosis and trauma code edit report on a monthly basis. The selected vendor must use the report to identify legally liable third parties. The selected vendor must develop a written procedure that describes the methods it will use to identify legally liable third parties from the report. The selected vendor must initiate recovery efforts of claims identified via the procedure and must transfer verified information to ODJFS in a manner and format defined by ODJFS.
- F) The selected vendor must incorporate all identified legally liable third-party resources into the state's eligibility case file and third-party database. The selected vendor must store third-party information gathered from data exchanges, Medicare recoupment projects, and post payment health insurance activities on a self-supported database. The selected vendor must obtain verification of policy information from third-party carriers. The selected vendor must send electronically validated policy information, in a data file format that meets ODJFS specified requirements, monthly to an ODJFS secured mailbox.

- G) The selected vendor must comply with sections 5101.58 and 5101.59 of the O.R.C. when carrying out post payment recovery activities and must develop a recovery process based upon established state policies and procedures. The selected vendor must create and maintain a computer database, compatible to the ODJFS format, for the recording of recovery file data. The selected vendor must pursue liable third parties on behalf of ODJFS and operate under ODJFS' name and logotype. The selected vendor must obtain the approval of ODJFS for any correspondence bearing the agency's name and logotype. The recovery threshold for the state of Ohio is zero (0) dollars and the selected vendor must seek recovery of reimbursement from a third party on all claims to the limit of legal liability when ODJFS determines that the amount of recovery is greater than the cost of recovery.
- H) The selected vendor may enter into data exchange agreements with health insurance carriers for the purpose of identifying and verifying third-party liability coverage. The selected vendor will include a clause in such data exchange agreements that it will share the insurance carrier data files with ODJFS. The selected vendor must seek recovery of reimbursement from a third-party carrier within sixty days after the end of the month in which ODJFS made payment. The selected vendor must have the capability to conduct an EDI 837 transaction with covered entities that have a legal liability to ODJFS. The selected vendor shall keep a record of post payment activity including, but not limited to, ODJFS paid claim information, insurance carrier reimbursement amounts, insurance carrier denial amounts, and insurance carrier reasons for denial. The selected vendor must coordinate benefits when more than one third party source is available. The selected vendor must report newly identified third-party coverage and changes of existing records in a manner and format defined by ODJFS.
- I) ODJFS will grant the selected vendor the authority to enforce and perfect the state's rights of recovery. The selected vendor is responsible for: obtaining disclosures from the recipient or participant, or the recipient's or participant's representative; identifying tort feasons and placing them on notice; determining related claims subject to recoupment; maintaining all documentation in an open file until subrogation is withdrawn or settlement achieved; electronically imaging case files; coordinating with Medicaid funded managed care plan's to collect paid claim information; supplying documentation in response to subpoenas; negotiating settlements subject to policy limitations; and pursuing recovery of additional medical expenses even if prior payments were accepted in discharge of the ODJFS' rights. The selected vendor must liaise and coordinate with the Ohio Attorney General's Office to maximize recoveries and enforce recovery rights when the Attorney General performs the following actions: intervening or joining in any action or proceeding brought by the recipient or participant or on the recipient's or participant's behalf against any third party that may be liable for the cost of medical services and care arising out of the recipient's or participant's injury, disease, or disability; instituting and pursuing legal proceedings against any third party who may be liable for the cost of medical services and care arising out of the recipient's or participant's injury, disease, or disability; and initiating legal proceedings in conjunction with the injured, diseased, or disabled recipient or participant or the recipient's or participant's legal representative. ODJFS will grant the selected vendor signature authority for multi-party settlement checks and authorize it to sign releases on behalf of ODJFS relating to its work under on this project.
- J) The selected vendor must work with the Ohio Attorney General's Office as appropriate. The selected vendor must notify ODJFS staff when it certifies cases to the Attorney General for

recovery assistance. ODJFS will report case file settlements and compromises through the Attorney General to the vendor. The selected vendor must initialize requests for overpayments of refunds from third-party payers. The selected vendor will relinquish fee payment for any funds returned to the third-party payer. The selected vendor must report refund adjustments on its monthly invoice statements.

- K) The selected vendor must ensure ODJFS' compliance with consumer privacy issues related to the release of protected health information (PHI) in pursuit of third-party recoveries. The selected vendor should obtain and log HIPAA privacy authorization forms and periodically brief ODJFS' designated HIPAA Compliance Official about HIPAA compliance progress and issues. The selected vendor must assist ODJFS in adhering to the standards established for electronic data interchange, specifically the 270/271 Health Care Eligibility Benefit Inquiry and Response transactions. The selected vendor must ensure that its computer technology is compatible with the ODJFS computer system(s).
- L) The selected vendor must allow for a one month delayed data match recovery file run. The selected vendor must conduct a final verification to the Medicaid paid claims database prior to data transfer. The selected vendor will remove claims from the data transfer that were reconciled prior to ten (10) days following the date of Medicaid provider notification. The selected vendor must help rectify erroneously recovered claims. The selected vendor must offset a paid contingency fee of any claim determined to be an erroneous recovery on the first invoice following notification from the ODJFS contract manager. The selected vendor must demonstrate to ODJFS a claim validation process which captures services denied by a liable third party, performs a cross-coordination of benefits by service classification and resubmits charges accordingly for reconsideration.
- M) The investigation of the trauma code edit report requires the selected vendor's interaction with Medicaid consumers. The selected vendor must adapt procedures as needed that cater to the educational limitations and cultural divergence of Medicaid consumers.

2.4 Specification of Deliverables

- A) The selected vendor must establish a local project office to conduct casualty recovery activities in Delaware, Fairfield, Franklin, Licking, Madison, Pickaway, or Union County, at a location agreed to by ODJFS. The selected vendor is responsible for all equipment, supplies, salaries and lease costs of the office. The selected vendor must provide an office manager and sufficient staff to conduct casualty recoveries within the federally required time frame. ODJFS will expect office manager and staff to execute necessary forms (e.g., ODJFS 07078, ODJFS 07079) to comply with the state's Ohio Data Network and other security restrictions. The selected vendor must maintain case files containing PHI in a secured area. The selected vendor must preserve all closed casualty case documents through a state approved data imaging process while the contract is in force. The selected vendor must have a computer system/program capable of assimilating policy holder insurance eligibility from various sources and Medicaid consumer eligibility. The provider must accurately identify matching data and utilize verified accounts for post payment recovery actions. The selected vendor must transfer data to ODJFS in an ODJFS-defined computer file. The selected vendor must grant the ODJFS contract manager security access to the vendor's case tracking system. On the first invoice following notification from the ODJFS contract manager, the

selected vendor must offset the paid contingency fee of any erroneous claim recovery. The selected vendor must return all documentation and data to ODJFS at the close of the contract.

- B) The selected vendor must invoice for services based solely upon its TPL recoveries. The selected vendor must provide monthly, quarterly, yearly and ad hoc reports of accounts payable and accounts receivable.
- C) The selected vendor must collect third-party reimbursements and administer them in accordance to 42 C.F.R. Part 433. The selected vendor shall balance funds to the Medicaid paid claim amount. The selected vendor must track recoveries in a computer database with the post payment case record files. The selected vendor must account for policy deductibles, claim type rejections, and policy limitations and reconcile payments to submitted claims. The selected vendor must seek reimbursement of outstanding balances up to but not exceeding the Medicaid expenditure amount. The selected vendor must establish separate lockbox-bank accounts to track health insurance recoveries and casualty insurance recoveries. The accounts must be under ODJFS' name and used exclusively for the deposit of Ohio third-party recoveries. The selected vendor will be responsible for all banking fees. The selected vendor must have online banking access and the capability of performing electronic funds transfers (EFT) to a designated state of Ohio depository bank. The selected vendor shall conduct electronic funds transfers to the state of Ohio on a weekly basis, consisting of vendor deposits from the week immediately prior.

The selected vendor must provide ODJFS staff with a report of the daily deposits at the time of the weekly electronic funds transfer. The selected vendor must identify any funds received in either lockbox that are third-party recoveries yet are not the direct result of vendor efforts. The selected vendor must transfer non-vendor recoveries once a week in a separate EFT. This contract is a contingency fee contract and ODJFS will pay the fee based upon third-party recoveries which result directly from the selected vendor's efforts. The selected vendor must submit an invoice once a month for each recovery type.

- D) The selected vendor must release recovery information and data matches to insurance carrier files, whether or not the match resulted in recovery, back to ODJFS at its request. Data matches include the verified insurance coverage information specified in Section 2.3 C of this RFP and any other insurance information the selected vendor has that ODJFS needs to update its MITS or other system to properly cost avoid a claim by matching the ODJFS' recipient master file to various insurance carrier files. The selected vendor cannot charge ODJFS for the sharing of this data. The selected vendor agrees to reorient state personnel in all aspects of its third-party liability recovery project in the event of untimely contract termination.
- E) The selected vendor must perform a Point-to-Point Protocol (PPP) dial up connection or directly connect to ODJFS' systems, and use File Transfer Protocol (FTP) to send data files to the ODJFS Electronic Commerce Center. The selected vendor must supply ODJFS with verified third-party liability information via an electronically submitted data file in an ASCII format with no packed data. The layout (see Attachment D) must be compatible with ODJFS' TPL database. The selected vendor must reconfigure data or reformat files or both as required by ODJFS. The selected vendor must furnish ODJFS with Medicaid eligibility information (e.g., insurance carrier name, policy holder name, policy number, group number,

insurance coverage type; and begin and end dates of coverage) when the identity of an insured listed in an insurance carrier file matches the identity of a Medicaid recipient. ODJFS will use this information to update its Medicaid claims payment system.

2.5 Administrative Structures—Proposed Work Plan

A potential vendor should include, at minimum, the following administrative structures and technical approaches in its proposed work plan. The vendor should:

- A. State the key objectives of the proposed project. [NOTE: Vendors should not simply restate the objectives identified in Section 1.5 of this RFP.];
- B. Provide a technical approach and work plan to be implemented. This includes a proposed timeline for the project;
- C. Provide a status reporting procedure for reporting work completed, and resolution of unanticipated problems;
- D. Provide a current organizational chart (including any subcontractors) and specify the key management and administrative personnel who will be assigned to this project; and
- E. Provide a timeline for the project overall, including each component of the scope of work, and identifying the staff/personnel involved. The vendor should provide the percentage of time each key management person will devote to the project.

SECTION III. CONDITIONS AND OTHER REQUIREMENTS

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

3.1 State Contracts

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

3.2 Interview

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

3.3 Start Work Date

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

3.4 Proposal Costs

Costs incurred in the preparation of this proposal are to be borne by the vendor, and ODJFS will not contribute in any way to the costs of the preparation. Any costs associated with interviews will be borne by the vendor and will not be ODJFS' responsibility (see Section 4.2, above).

3.5 Trade Secrets Prohibition; Public Information Disclaimer

Vendors are prohibited from including any trade secret information as defined in ORC 1333.61 in their proposals in response to any ODJFS RFP, RLB or other procurement efforts. ODJFS shall consider all proposals voluntarily submitted in response to any ODJFS RFP (or etc.) to be free of trade secrets and such proposals shall, in their entirety, be made a part of the public record.

All proposals and any other documents submitted to ODJFS in response to this RFP shall become the property of ODJFS. This RFP and, after formal announcement by ODJFS of the results of this RFP process (e.g., notices provided to responding vendors regarding vendor selection, notice of project cancellation, etc.), any proposals submitted in response to the RFP are deemed to be public records pursuant to R.C. 149.43. For purposes of this section, "proposal" shall mean both the technical and the cost proposals (if opened by ODJFS) submitted by the vendor, cover letters, any attachments, addenda, appendices, or sample products.

Any proposals submitted in response to this or any ODJFS RFP which make claims of trade secret information shall be disqualified from consideration immediately upon determination that such unallowable claim has been made.

3.6 Contractual Requirements

- A. Any contract resulting from the issuance of this RFP is subject to the terms and conditions as provided in the model contract, which is included as **Attachment D.** of this RFP;
- B. Many of the terms and conditions contained in the model contract (See **Attachment D.**) are required by state and federal law; however, the vendor may propose changes to the model contract by annotating the model, and returning it

with the vendor's proposal submission. Any changes are subject to ODJFS review and approval;

- C. Payments for any and all services provided pursuant to the contract are contingent upon the availability of state and federal funds;
- D. All aspects of the contract apply equally to work performed by any and all subcontractors;
- E. The contractor, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The contractor, and any subcontractor(s), agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the contract, and may result in legal action;
- F. As a condition of receiving a contract from ODJFS, the contractor, and any subcontractor(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to Section 3113.217 of the ORC. The contractor, and any subcontractor(s), must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring that the contractor or employees of the contractor meet child support obligations established under state law;
- G. By signing a contract with ODJFS, a vendor agrees that all necessary insurance is in effect; and
- H. The selected contractor shall be required to comply with prevailing wage standards, as established in ORC 4115.03 to 4115.16.

3.7 Travel Expense Compensation

ODJFS will not compensate the contractor for any travel expenses related to work that may be performed under the contract expected to result from this RFP.

3.8 Minority Business Enterprise

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

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

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

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

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

3.9 Subcontractor Identification and Participation Information

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

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

3.10 Confidentiality

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

3.11 Key Personnel

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

3.12 Ethical & Conflict of Interest Requirements

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

3.13 Health Insurance Portability & Accessibility Act (HIPAA) Requirements

As a condition of receiving a contract from ODJFS, 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 Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the contractor from or on behalf of ODJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR 164.501 and any amendments thereto. The selected vendor can reasonably anticipate HIPAA language in the contract that results from this RFP.

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

3.14 Waiver of Minor Proposal Errors

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

3.15 Proposal Clarifications

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

3.16 Contractual Requirements and Prevailing Wage Requirements

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

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

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

3.18 Mandatory Contract Performance Disclosure

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

3.19 Mandatory Disclosures of Governmental Investigations

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

sole discretion of ODJFS. The decision by ODJFS on this issue will be based on a determination of the seriousness of the matter, the matter's potential impact on the vendor's performance of the work, and the best interests of ODJFS.

3.20 Mandatory Disclosures of Work Location

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

3.21 Vendor Selection Restriction

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

3.22 Declaration of Material Assistance Requirements

Any vendor responding to any ODJFS RFP, RLB, or any other procurement opportunity is required to provide certification that the vendor has not provided material support or resources to any organization listed on the "Terrorist Exclusion List" (TEL) maintained by the U.S. Department of State. The Declaration of Material Assistance Form, provided as **Attachment C** to this RFP, must be printed, completed, and signed by the interested vendor's authorized representative, and returned to ODJFS as a component of the vendor technical proposal/bid. Failure to properly complete the form or to provide it as part of the proposal submitted to ODJFS may result in the disqualification of the vendor's proposal from consideration.

Vendors may access the TEL from the Ohio Homeland Security Office website, located at www.homelandsecurity.ohio.gov.dma.asp or via e-mail to dma-info@dps.state.oh.us for the current list of excluded organizations and additional information.

3.23 Ohio Presence Consideration

The vendor that is awarded the contract resulting from this RFP is required to maintain a physical presence in Ohio throughout the term of the contract, including all renewal periods. Therefore, each vendor must either demonstrate in its proposal that it currently has a physical presence in Ohio or demonstrate concrete plans for establishing a physical presence, to include the actual or proposed location of the vendor's presence. Vendor proposals must identify the work to be performed for this project at that location and identify vendor personnel, either by staff name or function, that will operate from the Ohio location. ODJFS reserves the right, at its sole discretion to reject any proposals which fail to comply with this requirement.

SECTION IV. PROPOSAL FORMAT & SUBMISSION

4.1 Proposal Submission Information

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

- **six (6) paper copies (one signed original and five copies) and one CD-ROM copy** of the Technical Proposal (including the vendor's completed Cost Proposal Form, which is provided as Attachment F. to this RFP). It is the vendor's affirmative responsibility to ensure that all copies and all formats of the proposal are identical. Any pages or documents omitted from any or all copies can negatively affect the vendor's score and possibly result in the vendor's disqualification. In the event of any discrepancies or variations between copies, ODJFS is under no obligation to resolve the inconsistencies and may make its scoring and vendor selection decisions accordingly, including the decision to disqualify the vendor.

The vendors' total proposal submissions (both the technical and cost proposals in all required copies) must be received by ODJFS complete no later than **3:00 p.m. (local time) on Thursday December 16, 2010** Faxes or e-mailed submissions will not be accepted. **Proposals must be addressed to:**

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

Vendors' original technical and cost proposals must contain all the information and documents specified in Section 5.2, "Format for Organization of the Proposal."

All copies (both paper and CD-ROM) of the original proposal must include identical copies of ALL information, documents, and pages in the original proposal. The entire vendor proposal should be converted into one single secure PDF document saved to the CD-ROM submitted to ODJFS. If the proposal's size necessitates more than a single PDF document to contain the entire proposal, vendors must still send the CD-ROM copy of the proposal, but use the fewest separate .pdf documents possible. The hard-copies and the CD-ROM must be clearly labeled with the vendor's name, submission date, and the name and RFP number for this project.

The requested CD may be used in the formal proposal review processes, and will be used by ODJFS for archiving purposes and for fulfillment of Public Records Requests, and failure to include or to properly label it may, at ODJFS discretion, result in the rejection of the vendor from any consideration.

All proposal submissions must be received, complete, at the above address, via mail, delivery service, or hand delivery by the above date and time. Materials received separately from a vendor's proposal submission (*e.g.*, letters of recommendation from past customers of the vendor's services) will not be added to the proposal nor considered in the review and scoring process. Materials received after the date and time as stated above will not be included in any previous submissions, nor will they be considered. ODJFS is not responsible for proposals incorrectly addressed or for proposals delivered to any ODJFS location other than the address specified above. No confirmation of mailed proposals can be provided.

For hand delivery on the due date, vendors are to allow sufficient time for traffic incidents, downtown parking considerations, as well as for possible security checks at both the lobby of the Rhodes State Office Tower (address as stated above) and again on the 31st Floor. All proposals must be received **no later than the specified deadline, both time and date**, by the Office of Legal and Acquisition Services (OLAS), on the 31st Floor of the Rhodes Tower. Proposals may be submitted at any time prior to that deadline, during normal working hours, excluding weekends and state holidays. **ODJFS is not responsible for proposals delivered to any address other than the address provided above. No late proposals will be considered.**

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

4.2 Format for Organization of the Proposal

A. Overall Proposal Organization

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

The vendor's Technical Proposal must contain the following components (organized in six (6) primary tabs and divided into sub-tabs) as described below. Any other information thought to be relevant, but not applicable to a specific RFP section number/letter must be provided as an appendix to the proposal and so marked as an additional tab. ODJFS reserves the right not to review submitted appendices which includes information/materials not required in the RFP. All pages beyond Tab 1 shall be sequentially numbered.

Vendors must organize their Technical Proposals in the following order:

Tab 1 Required Vendor Information and Certifications Document
Request for Taxpayer Identification Number (W-9) Form
Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Org.

Tab 2 Vendor Experience, Characteristics and Capabilities
Sub-Tab 2a. Mandatory Vendor Qualifications (Section 2.1, items A through F)
Sub-Tab 2b. Vendor Experience, Characteristics, and Capabilities (Section 2.2, items A through F)

Tab 3 Scope of Work and Specifications of Deliverables
Sub-Tab 3a. Deliverable A
Sub-Tab 3b. Deliverable B
Sub-Tab 3c. Deliverable C
Sub-Tab 3d. Deliverable D

- Sub-Tab 3e.** Deliverable E
- Sub-Tab 3f.** Deliverable F
- Sub-Tab 3g.** Deliverable G.

Tab 4 Administrative Structures—Proposed Work Plan

- Sub-Tab 4a.** Project Time Table
- Sub-Tab 4b.** Status Reporting Procedure
- Sub-Tab 4c.** Organizational Chart
- Sub-Tab 4d.** Table of Loan Terms

Tab 5 Cost Proposal

Tab 6 Vendor Attachments or Appendices (*for example, for possible excerpts/samples of work products*)

All pages in the Technical Proposal must be sequentially numbered, with the exception of Tab 1 contents. In the interest of efficiency and economy, vendors may present information for more than one sub-tab per page, but must provide clear indications of the breaks on the page between the different sub-tab contents.

NOTE: Vendors are required to submit **one CD-ROM copy** of their entire proposal packages in non-rewriteable CD format.

B. Technical Proposal Details

The vendor's Technical Proposal must contain the following components, at minimum. It is mandatory that vendor proposals be organized in the following order, and that wherever appropriate, sections/portions of the vendor proposal make reference by section number/letter to those RFP requirements to which they correspond.

1. **(Tab 1)**
Required Vendor Information & Certifications
Request for Taxpayer Identification Number (W-9) Form
Declaration Regarding Material Assistance / Non-Assistance to a Terrorist Organization

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

The vendor must attach the **Request for Taxpayer Identification Number (W-9) Form**, which is provided as **Attachment G.** to this RFP, completed with an original signature in blue ink.

Vendors are required to provide a declaration regarding material assistance to a terrorist organization or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List and described in **Attachment B, Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization.** Vendors **MUST** print **Attachment B.**, complete and sign it (in blue ink), and return it as the content of their Proposal Tab 1. Vendors who fail to provide a signed and completed **Attachment B.** risk disqualification. This form may also be accessed and printed at the Ohio Department of Public Safety, Division of Homeland Security's Website at <http://www.homelandsecurity.ohio.gov>.

The signed originals of the above referenced forms (**RFP Attachments B., E., and G.**) are to be provided in the vendor's original proposal; photocopies of the completed and signed forms must also be provided with each of the required copies.

In the event that the vendor proposes the use of any subcontractors, information on the subcontractor(s) and letters of commitment as required by Section 4.8, Minority Business Enterprise or 4.9, Subcontractor Identification and Participation Information should also be provided in Tab 1.

**2. (Tab 2)
Vendor Experience & Qualifications**

a. Mandatory Vendor Qualifications (Sub-Tab 2 a.)

The vendor must include information on the mandatory experience of the vendor, as described in **Section 2.1**, of this RFP.

b. Vendor Experience, Characteristics, and Capabilities (Sub-Tab 2 b.)

Under this section the vendor is required to describe its accessibility and customer service standards, including, at minimum, its geographic coverage, operating hours, and loan processing times, and must include resumes, education, and experience, for all key personnel for this project (including any subcontractors to be involved), as described in **Section 2.2**, of this RFP.

**3. (Tab 3)
Scope of Work & Specifications of Deliverables**

This section should describe in detail how the vendor proposes to perform each task of the scope of work identified in Sections 3.1, Scope of Work and Specifications of Deliverables of this RFP. The responses must address each element separately. Vendors should place their responses for each Deliverable identified in Section 3.1 behind separate sub-tabs as described above.

**4. (Tab 4)
Administrative Structures—Proposed Work Plan**

This section should describe in detail (in the order as outlined) the vendor's administrative structures as specified in Section 3.3, Administrative Structures—Proposed Work Plan of this RFP.

**5. (Tab 5)
Cost Proposal**

Vendors are to complete a Cost Proposal Form with their proposed prices for services that would be provided. All proposals for compensation must be presented in the format and categories as prescribed on that form. This form must be completed and submitted as the vendor's proposal Tab 5.

**6. (Tab 6)
Vendor Attachments or Appendices**

This section may be used to include excerpts/samples of work products or methods comparable to those described in this RFP.

C. IMPORTANT –DISQUALIFIERS FOR PROPOSAL ERRORS:

- Any trade secret, proprietary, or confidential information (as defined in Section XI., E. of this RFP) found anywhere in a vendor's proposal shall result in immediate disqualification of that vendor's proposal.
- Any sensitive personal information on vendor *or* sub-contract staff (e.g., social security numbers, addresses) must be omitted from vendor proposals, or rendered fully unreadable, or ODJFS may at its option disqualify the vendor from any consideration.

SECTION V. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

5.1 Scoring of Proposals

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

Selection of the vendor will be based upon the criteria specified in this RFP. Any proposals not meeting the requirements contained in this RFP will not be scored or may be held pending receipt of required clarifications. The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The review team may waive minor defects that are not material when no prejudice will result to the rights of any vendor or to the public. In scoring the proposals, ODJFS will score in three phases:

A. Phase I. Review—Initial Qualifying Criteria:

In order to be fully reviewed and scored, proposals must pass the following **Phase I. Review**. Any “no” for the listed Phase I. criteria will eliminate a proposal from further consideration.

1. Was the proposal received by the deadline as specified in Sections 1.5 and 5.1?
2. Did the vendor submit six (6) paper copies and one electronic copy of their Technical Proposal?
3. Does the vendor’s proposal include all required affirmative statements and certifications, signed by the vendor’s responsible representative, as described in **Attachments E.**, to the RFP?
4. According to those certifications, does the vendor affirmatively indicate that it is not on the federal debarment list; that there are no unfair labor findings against it; and it is not in violation of ORC Section 9.24, and therefore may enter into a contract with ODJFS?
5. Does ODJFS’ review of the Auditor of State website verify that the vendor is not excluded from contracting with ODJFS by ORC Section 9.24 for an unresolved finding for recovery (*i.e.*, the proposal of any vendor whose name appears on the Auditor’s website as having an unresolved finding for recovery will be eliminated from further consideration.)?
6. Has the vendor’s proposal met all other mandatory requirements as established in Section 2.1, Mandatory Vendor Qualifications ?

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

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

A technical proposal must achieve at least a minimum total score as established on the Technical Proposal Score Sheet (Attachment E. to this RFP), a score which represents that the vendor can successfully perform the resulting contractual duties. Proposals must earn at least that minimum point value to qualify for continued consideration. Any proposal which does not meet the minimum required technical proposal points will be disqualified from any further consideration and its cost proposal will not be considered.

All **Phase II** technical proposal evaluation criteria will be scored according to the following scale, based on a proposed plan’s ability to meet ODJFS needs. The Technical Proposal Score Sheet (see **Attachment E.**) uses the following point values for rating each requirement.

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

Technical Performance Scoring Definitions:

“Does Not Meet Requirement”- A particular RFP criteria or requirement was not addressed in the vendor’s proposal in any way adequate for ODJFS to assess that the vendor could adequately meet program needs corresponding to that criteria, **Score: 0**

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

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

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

IMPORTANT: Before submitting a proposal to ODJFS in response to this RFP, vendors are strongly encouraged to use the Technical Proposal Score Sheet

(**Attachment E.**) and the above technical performance scoring information to review their proposals for completeness, compliance and quality.

All the remaining qualified Technical Proposals will proceed to the next level of review, which is consideration of the Cost Proposal. Any other proposals will be disqualified from further consideration, and the corresponding Cost Proposals will neither be opened nor will be scored.

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

The Cost Proposal will be reviewed by ODJFS, and any vendor failing to comply with Cost Proposal format requirements or pricing limits as stated in this RFP will be disqualified at that point. The grand total of each technically qualified vendor's Cost Proposal (the sum total of the vendor's proposed rates for compensation, even if the vendor's proposed total is \$0.00) will be used in the vendor selection process. The sum total of each qualifying vendor will be ranked by ODJFS from lowest cost to highest. The vendor proposing the lowest cost will be awarded a designated number of points (as specified on the Technical Proposal Score Sheet, Attachment E.) The vendors proposing the second and third lowest costs will earn successively fewer points, and any proposals offering costs higher than the third lowest will earn NO points for their cost proposals. In the event of identical proposed costs (*e.g.*, two or more vendors are tied for offering the lowest costs), all vendors proposing the same rates will be awarded the same number of points. Each vendor's grand total score will be the sum of its technical quality score and its cost proposal score (see Attachment E., Technical Proposal Score Sheet). The vendor earning the highest grand total score will be recommended for award of the contract.

5.2 Review Process Caveats

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

ODJFS reserves the right to request clarifications from vendors to any information in their Technical and/or Cost proposals/forms, and may request such clarification as it deems necessary at any point in the proposal review process. Any such requests for proposal clarification when initiated by ODJFS, and vendors' verbal or written response to those requests, shall not be considered a violation of the communication prohibitions contained in Section 1.8 of this RFP. Such communications are expressly permitted when initiated by ODJFS, but are at the sole discretion of ODJFS.

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

considering the results of the interviews shall be applied consistently for all vendors participating in the interview process for that RFP.

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

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

5.3 Final Vendor Recommendation

The PRT will recommend to the Director of ODJFS the technically qualified vendor offering the proposal most advantageous to ODJFS, as determined by the processes and requirements established in this RFP. This will be determined by comparing each vendor's grand total score; the vendor earning the highest score will be recommended for award of the contract.

5.4 Tie Breaker

In the event that two or more of the proposals have a score which is tied after final calculation of both the technical proposal and the cost proposal, the proposal with the higher technical proposal score will prevail. Should that process still result in a tied score, the vendor earning the highest score for the quality of geographic coverage, Phase II, item 1. on the Technical Proposal Score Sheet (Attachment E. to this RFP) will be deemed the technically qualified vendor offering the proposal most advantageous to ODJFS, and recommended for award of the contract.

SECTION VI. PROTEST PROCEDURE

6.1 Protests

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

- A. A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this RFP. The protest shall be in writing and shall contain the following information:
 1. The name, address, and telephone number of the protestor;
 2. The name and number of the RFP being protested;
 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 4. A request for a ruling by ODJFS;

5. A statement as to the form of relief requested from ODJFS; and
 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Legal and Acquisition Services, within the following periods:
1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. the closing date for receipt of proposals, as specified in Section 1.5, Anticipated Procurement Time Table, of this RFP.
 2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of the **eighth (8th)** calendar day after the issuance of formal letters sent to all responding vendors regarding the State's intent to make the award. The date on these ODJFS letters to responding vendors is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.
- C. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by OLAS after the time periods set forth in Item B. of this section.
- D. All protests must be filed at the following location:
- Chief Legal Counsel
ODJFS Office of Legal and Acquisition Services
30 East Broad Street, 31st Floor
Columbus, Ohio 43215-0423
- E. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The vendor(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- F. OLAS shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

6.2 Caveats

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

SECTION VII. ATTACHMENTS

- A. ODJFS Model Contract**
- B. Declaration of Material Assistance Form**
- C. ODJFS Recoupment File Format**
- D. Cost Avoidance File Layout**
- E. Required Vendor Information and Certifications**
- F. Technical Proposal Score Sheet**
- G. Request for Taxpayer Identification Number (W-9) Form**
- H. Proposed Subcontractor List**
- I. Standard Affirmation and Disclosure Form**

Thank you for your interest in this project.

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
CONTRACT AGREEMENT**

C-00-00-0000

RECITALS:

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

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

ARTICLE I. PURPOSE; DELIVERABLES

- A. The purpose of this Contract is **INSERT PURPOSE**. CONTRACTOR will perform its responsibilities under this Contract in accordance with the RFP and the Proposal. The responsibilities ("Deliverables") are summarized as follows:

INSERT DELIVERABLES

- B. The ODJFS Contract Manager is **OJFS Contract Manager**.
- C. The ODJFS Contract Manager may periodically communicate specific requests and instructions to CONTRACTOR concerning the performance of the Deliverables described in this Contract. CONTRACTOR agrees to comply with any requests or instructions to the satisfaction of ODJFS within ten (10) days after CONTRACTOR's receipt of the requests or instructions. ODJFS and CONTRACTOR expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Deliverables described in this Contract, and are not intended to amend or alter this Contract in any way. If CONTRACTOR believes that any requests or instructions would materially alter the terms and conditions of this Contract or the compensation stated hereunder, CONTRACTOR will immediately notify the ODJFS Contract Manager pursuant to ARTICLE V of this Contract. CONTRACTOR agrees to consult with the ODJFS Contract Manager as necessary to ensure understanding of the Deliverables and the successful completion thereof.
- D. Ownership of Deliverables:
 - 1. All Deliverables provided by CONTRACTOR under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of ODJFS, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. CONTRACTOR will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for ODJFS and CONTRACTOR to use such copyrighted matter in the manner provided herein. CONTRACTOR agrees that all Deliverables will be made freely available to the public unless ODJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.

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

ARTICLE II. EFFECTIVE DATE OF THE CONTRACT

- A. This Contract is in effect from the date of issuance of an approved State of Ohio purchase order (see ARTICLE II, Section B, *infra*) or _____, whichever is later, through _____, unless this Contract is suspended or terminated pursuant to ARTICLE IV prior to the expiration date. **This Contract may be renewed through June 30, 2013, upon satisfactory completion of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODJFS. ODJFS will issue a notice to CONTRACTOR if ODJFS decides to renew this Contract. CONTRACTOR will not obligate resources in anticipation of a renewal until notice is provided.**
- B. In addition to Section A above, it is expressly understood by both ODJFS and CONTRACTOR that this Contract will not be valid and enforceable until the Director of the Ohio Office of Budget and Management, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. The ODJFS Contract Manager will notify CONTRACTOR when this certification is given.

ARTICLE III. COMPENSATION

- A. The total amount payable under this Contract is **TOTAL AMT** Dollars (**\$TOTAL**). ODJFS will pay an amount up to **SFY1 AMT** Dollars (**\$\$SFY 1**) for State Fiscal Year **SFY1** and up to **SFY2 AMT** Dollars (**\$\$SFY2**) for State Fiscal Year **SFY2** expressly for the completion of the Deliverables described in ARTICLE I. CONTRACTOR understands that the terms of this Contract do not provide for compensation in excess of the total amount listed in this section. CONTRACTOR hereby waives the interest provisions of ORC 126.30.
- B. Compensation will be paid ...
- C. CONTRACTOR will submit three (3) copies of detailed invoices on a **monthly, quarterly, annual** basis to the ODJFS Bureau of Accounts Payable at 30 East Broad Street, 38th Floor, Columbus, Ohio 43215. CONTRACTOR agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:
 1. CONTRACTOR's name, complete address, and federal tax identification number;
 2. Contract number and dates;
 3. Purchase order number;
 4. Amount and purpose of the invoice;
 5. Description of Deliverables performed during the billing period; and

6. Receipt or other proof of costs paid by CONTRACTOR for which CONTRACTOR is seeking reimbursement.
- D. CONTRACTOR expressly understands that ODJFS will not compensate CONTRACTOR for any work performed prior to CONTRACTOR's receipt of notice from the ODJFS Contract Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date specified in ARTICLE II.
- E. CONTRACTOR expressly understands that ODJFS does not have the ability to compensate CONTRACTOR for invoices submitted after the State of Ohio purchase order has been closed. CONTRACTOR must submit final invoices for payment no later than ninety (90) days after the ending date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- F. Subject to the provisions of ORC 126.07 and 131.33, which will at all times govern this Contract, ODJFS represents that:
1. It has adequate funds to meet its obligations under this Contract;
 2. It intends to maintain this Contract for the full period set forth in ARTICLE II and has no reason to believe that sufficient funds will not be available to make all payments due hereunder; and
 3. It will use its best efforts to obtain the appropriation of necessary funds during the term of this Agreement. CONTRACTOR understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Contract, this Contract will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- G. CONTRACTOR and ODJFS understand that the terms of this Contract, when combined with any other payments made to or open encumbrances with CONTRACTOR during the same State Biennium, cannot establish compensation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) aggregate without prior approval from the State Controlling Board in accordance with ORC 127.16.

ARTICLE IV. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Contract will automatically terminate upon expiration of the time period in ARTICLE II, upon completion of all Deliverables, or once all of the compensation has been paid.
- B. Notwithstanding other provisions in this ARTICLE, either party may terminate this Contract at will by giving ninety (90) days written notice to the other party. Upon thirty (30) days written notice to CONTRACTOR, ODJFS may suspend this Contract at ODJFS's sole discretion.
- C. Notwithstanding the provision of Section A, above, ODJFS may suspend or terminate this Contract immediately upon delivery of a written notice to CONTRACTOR if:
1. ODJFS loses funding as described in ARTICLE III, Section F;
 2. ODJFS discovers any illegal conduct by CONTRACTOR; or
 3. CONTRACTOR has violated any provision of ARTICLE VIII.
- D. Except as provided in Sections A and B of this ARTICLE V, CONTRACTOR will have thirty (30) calendar days within which to cure any breach that is curable after receipt of written notice from ODJFS that CONTRACTOR is in breach of any of its obligations under this Contract. If CONTRACTOR fails to cure the breach within the thirty (30) calendar days after written notice or if the breach is not curable, ODJFS may immediately suspend or terminate this Contract. ODJFS may also suspend or terminate this Contract when breaches are persistent, regardless of whether they are cured within thirty (30) calendar days. For purposes of this Section C, "persistent" means that ODJFS has notified CONTRACTOR three (3) times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The three (3) notices do not have to relate to the same obligation or type of failure. After the third notice, ODJFS may suspend or terminate this Contract without a cure period if CONTRACTOR again fails to meet any contractual obligation. At the sole discretion of ODJFS, certain instances of breach may require a shorter cure period

than the thirty (30) calendar days generally applicable in this Section C. In such instances, ODJFS will include in its notice of breach the shorter cure period deemed appropriate.

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

ARTICLE V. NOTICES

- A. ODJFS and CONTRACTOR agree that communication regarding Deliverables, scope of work, invoice or billing questions, or other routine instructions will be between CONTRACTOR and the identified ODJFS Contract Manager pursuant to ARTICLE I, Section C of this Contract.
- B. Notices to ODJFS from CONTRACTOR that concern changes to CONTRACTOR's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE VIII, and/or any other formal notice regarding this Contract will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to CONTRACTOR from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Contract will be sent to CONTRACTOR's representative at the address appearing on the signature page of the this Contract.

- D. All notices in accordance with Sections B and C of this ARTICLE will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION

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

- A. CONTRACTOR agrees that any media produced pursuant to this Contract or acquired with Contract funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. CONTRACTOR further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Contract. CONTRACTOR understands that all materials and items produced under this Contract will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.
- B. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules will be treated as such by CONTRACTOR. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. CONTRACTOR will restrict the use of any information, systems, or records ODJFS provides to the specific Deliverables specified in ARTICLE I of this Contract. CONTRACTOR and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS and the State of Ohio. CONTRACTOR agrees that the terms of this Section B will be included in any subcontract executed by CONTRACTOR for work under this Contract.
- C. CONTRACTOR information that is proprietary and has been specifically identified by CONTRACTOR as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put CONTRACTOR at a competitive disadvantage in CONTRACTOR's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of CONTRACTOR's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. CONTRACTOR must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.
- D. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR and will be made available for audit by state and federal government entities that include but are not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three (3) years after CONTRACTOR receives the last payment pursuant to this Contract. If an audit, litigation or similar action is initiated during this time period, CONTRACTOR will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period. If applicable, CONTRACTOR must meet the requirements of the federal Office of Management and Budget (OMB) Circulars A-110, A-122, and A-133. CONTRACTOR acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Contract are presumptively deemed public records.
- E. CONTRACTOR hereby agrees to current and ongoing compliance with Title 42, Section 1320 of the United States Code (42 USC 1320d -1320d(8)) and the implementing regulations found at Title 45, Parts 164.502 and 164.504 of the Code of Federal Regulations (45 CFR 164.502(e) and 164.504(e)) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). CONTRACTOR further agrees to include the terms of this Section E in any subcontracts that may be executed pursuant to this Contract.

ARTICLE VII. AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between ODJFS and CONTRACTOR with respect to all matters herein. Only a writing signed by both parties may amend this Contract. However, ODJFS and CONTRACTOR agree that any amendments to any laws or regulations cited herein will result in the

correlative modification of this Contract without the necessity for executing written amendments. Any written amendment to this Contract will be prospective in nature.

- B. CONTRACTOR agrees not to assign any interest in this Contract nor transfer any interest in the Contract without the prior written approval of ODJFS. CONTRACTOR will submit any requests for approval of assignments and transfers to the ODJFS Contract Manager at least 10 (ten) days prior to the desired effective date. CONTRACTOR understands that any assignments and transfers will be subject to any conditions ODJFS deems necessary and that no approval by ODJFS will be deemed to provide for any ODJFS obligation that exceeds the Contract amount specified in ARTICLE III of this Contract.

ARTICLE VIII. CONTRACTOR CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

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

- A. If at any time, CONTRACTOR is not in compliance with the conditions affirmed in this Section A, ODJFS will consider this Contract *void ab initio* and will deliver written notice to CONTRACTOR. Any funds the State of Ohio paid CONTRACTOR for work performed before CONTRACTOR received notice that the Contract is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
1. **Federal Debarment Requirements.** CONTRACTOR affirms that neither CONTRACTOR nor any of its principals or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. CONTRACTOR also affirms that within three (3) years preceding this Contract neither CONTRACTOR nor any of its principals:
 - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
 2. **Qualifications to Conduct Business.** CONTRACTOR affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Contract period CONTRACTOR, for any reason, becomes disqualified from conducting business in the State of Ohio, CONTRACTOR will immediately notify ODJFS in writing and will immediately cease performance of all Deliverables.
 3. **Unfair Labor Practices.** CONTRACTOR affirms that neither CONTRACTOR nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify CONTRACTOR as having more than one (1) unfair labor practice contempt of court finding.
 4. **Finding for Recovery.** CONTRACTOR affirms that neither CONTRACTOR nor its principals or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
 5. **Material Assistance to Terrorist Organization.** CONTRACTOR affirms that CONTRACTOR, its principals, affiliated groups, or persons with a controlling interest in CONTRACTOR's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.

- B. If at any time CONTRACTOR is not in compliance with the conditions affirmed in this Section B, ODJFS may immediately suspend or terminate this Contract and will deliver written notice to CONTRACTOR. CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time CONTRACTOR was in compliance with the provisions of this Section B. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this Section B will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
1. **Americans with Disabilities.** CONTRACTOR, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
 2. **Fair Labor Standards and Employment Practices.**
 - a. CONTRACTOR certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 - b. In carrying out this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. CONTRACTOR will ensure that all applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training—including apprenticeship—or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status.
 - c. CONTRACTOR agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
 - d. CONTRACTOR will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.
 3. **Ethics Laws.** CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2007-01S pertaining to ethics. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
 4. **Conflicts of Interest.**
 - a. CONTRACTOR certifies, by executing this Contract, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one (1) or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two (2) calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
 - b. CONTRACTOR agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. CONTRACTOR further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
 - c. CONTRACTOR agrees that CONTRACTOR, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of CONTRACTOR's functions and responsibilities under this Contract. If CONTRACTOR, its officers, employees, or members acquire any incompatible, conflicting, or compromising

interest, CONTRACTOR agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414. CONTRACTOR further agrees that the person with the conflicting interest will not participate in any Deliverables until ODJFS determines that participation would not be contrary to public interest.

5. **Lobbying Restrictions.**

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

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

7. **Pro-Child Act.** If any Deliverables call for services to minors, CONTRACTOR agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).

8. **Drug-Free Workplace.** CONTRACTOR, its officers, employees, members, any subcontractors and/or any independent contractors (including all field staff) associated with this Contract agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. CONTRACTOR will make a good faith effort to ensure that none of CONTRACTOR's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

9. **Work Programs.** CONTRACTOR agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.

10. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008—13S, CONTRACTOR agrees to purchase goods and services under this Contract from certified Minority Business Enterprise ("MBE") and Encouraging Diversity, Growth, and Equity ("EDGE") vendors whenever possible. CONTRACTOR agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors.

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

ARTICLE IX. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and CONTRACTOR. CONTRACTOR further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Contract. CONTRACTOR agrees

that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.

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

ARTICLE X. CONSTRUCTION

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

Signature Page Follows:

Remainder of page intentionally left blank

Draft

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
CONTRACT AGREEMENT**

SIGNATURE PAGE

C-00-00-0000

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

Vendor Name

Ohio Department of Job and Family Services

Authorized Signature (Blue Ink Please)

Douglas E. Lumpkin, Director

Printed Name

Date

Date

Address

Address

City, State, Zip

City, State, Zip

Draft



GOVERNMENT BUSINESS AND FUNDING CONTRACTS
In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

Form with fields: LAST NAME, FIRST NAME, MIDDLE INITIAL, HOME ADDRESS, CITY, STATE, ZIP, COUNTY, HOME PHONE, WORK PHONE.

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

Form with fields: BUSINESS/ORGANIZATION NAME, BUSINESS ADDRESS, CITY, STATE, ZIP, COUNTY, PHONE NUMBER.

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- 1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
 Yes No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

Signature

Date

Attachment C

R1213-07-8000

Here are the links to follow for the 3 different claim types for the ODJFS Recoupment File Format.

837 Health Care Claim: Institutional

<http://jfs.ohio.gov/OHP/tradingpartners/pdfs/837I.pdf>

837 Health Care Claim: Dental

http://jfs.ohio.gov/OHP/tradingpartners/pdfs/837DV10_1109.pdf

837 Health Care Claim: Professional

<http://jfs.ohio.gov/OHP/tradingpartners/pdfs/837P.pdf>

Attachment D: Cost Avoidance File Layout

FIELD NAME	DESCRIPTION	TYPE	SIZE	OCCURRENCE
01 N1140000-TPL-TRACKING-RECORD				
05 N1140000-TTF-TRACKING-KEY				
10 N1140000-RECIPIENT-ID	Unique identifier for the recipient.	PIC 9	12	
10 N1140000-ADD-DATE	This is the date the tracking policy was originally added to the system.	PIC 9	8	
10 W1140000-SEQ-NO	A system assigned sequence number to provide the ability to add multiple rows for the same tracking policy.	PIC 9	4	
05 N1140000-TTF-RECORD-STATUS	A unique identifier used to determine why the record is invalid.	PIC X	1	
05 N1140000-TTF-CARRIER-CODE	An unique identifier used to determine the type of carrier as well as to identify correspondence sent from the carrier.	PIC X	7	
05 N1140000-TTF-NAIC-CODE	An unique identifier created by NAIC for the insurance carrier.	PIC X	9	
05 N1140000-TTF-COUNTY	The county code used to identify a geographical/political area in the state.	PIC 9	10	
05 N1140000-TTF-RECIP-SSN	The social security number for a recipient.	PIC 9	09	
05 N1140000-TTF-POLICY-HOLDER-SSN	This is the social security number of the policyholder.	PIC 9	09	
05 N1140000-TTF-CASE-ID	The system assigned key that identifies the recipient's case number.	PIC 9	12	
05 N1140000-TTF-POLICY-NUMBER	Policy number for this TPL policy.	PIC X	30	
05 N1140000-TTF-GROUP-NUMBER	Policy group number. If present, gives the group number of the policy.	PIC X	30	
05 N1140000-TTF-DATA-SOURCE	This is who told us about the coverage the very first time.	PIC X	1	
05 N1140000-TTF-RECIP-NAME				
10 N1140000-TTF-LAST	The last name of a recipient.	PIC X	20	
10 N1140000-TTF-FIRST	The first name of a recipient.	PIC X	15	
10 N1140000-TTF-MI	The middle initial of the recipient.	PIC X	1	
05 N1140000-TTF-POLICY-BEG-DATE	This is the carriers beginning effective date.	PIC 9	8	
05 N1140000-TTF-POLICY-END-DATE	This is the carriers ending effective date.	PIC 9	8	
05 N1140000-TTF-POL-HOLD-NAME	This is the full name of the policyholder. It is used to send correspondence to the policyholder.			
10 Policy holder last name		PIC X	20	

10	Policy holder first name		PIC X	15	
10	Policy holder mid init		PIC X	1	
05	N1140000-TTF-CARRIER-NAME	This field contains the business name of an insurance carrier. This allows us to access all insurance carrier information when the carrier gives us only his business name.	PIC X	45	
05	N1140000-TTF-CARRIER-ADDR-1	This is the street address for the claim submission address of a carrier. It is used for mailing TPL claim facsimiles.	PIC X	55	
05	N1140000-TTF-CARRIER-ADDR-2	This is the second street address for the claim submission address of a carrier. It is used for mailing TPL claim facsimiles.	PIC X	55	
05	N1140000-TTF-CARRIER-CITY	This is the city for the claim submission address of a carrier. It is used for mailing TPL claim facsimiles.	PIC X	30	
05	N1140000-TTF-CARRIER-STATE	This is the state for the claim submission address of a carrier. It is used for mailing TPL claim facsimiles.	PIC X	02	
05	N1140000-TTF-CARRIER-ZIP	This is the full zip code for the claim submission address of a carrier. It is used for mailing TPL claim facsimiles.			
10	Zip code		PIC 9	5	
10	Zip code 4		PIC 9	4	
05	N1140000-TTF-INITIAL-ENTRY-ID	Indicates the user ID of the original clerk.	PIC X	06	
05	N1140000-TTF-LAST-ENTRY-ID	Indicates the user ID of the clerk who last updated the record.	PIC X	08	
05	N1140000-TTF-DATE-LAST-TRANS	This is the date the record was last updated.	PIC 9	8	
05	N1140000-TTF-TPL-COVERAGE	This code identifies the type of coverage that a TPL policy provides. This field contains 5 coverage codes.	PIC X	32	16 coverage codes; 2 bytes each
05	N1140000-TTF-NOTE-LINE-1	This notes field is used for free form text.	PIC X	50	
05	N1140000-TTF-NOTE-LINE-2	This notes field is used for free form text.	PIC X	50	
05	N1140000-TTF-NOTE-LINE-3	This notes field is used for free form text.	PIC X	50	
05	N1140000-TTF-VERIFY-CODE	This code identifies whether a TPL resource is active or suspect and, if suspect, who marked it as suspect (the system or the user).	PIC X	02	

05 N1140000-TTF-OTHER-CARRIER	This is a unique identifier for the SETS insurance carrier.	PIC 9	09	
05 N1140000-TTF-MMO-SENT-DATE	This is the date that the carrier sent the TPL information.	PIC 9	8	
FILLER		PIC X	15	

Attachment A
REQUIRED VENDOR INFORMATION and CERTIFICATIONS

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

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

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

Vendors must provide all information

1. ODJFS RFP/RLB #:	2. Proposal Due Date:
3. Vendor Name: (legal name of the vendor – person or organization – to whom contract\purchase payments would be made)	4. Vendor Federal Tax ID # or Social Security #: (this number MUST correspond with the name in Item # 3)
5. Vendor Corporate Address:	6. Vendor Remittance Address: (or “same” if same as Item # 5)
7. Print or type information on the vendor representative/contact person <u>authorized to answer questions on the proposal\bid</u>: Vendor Representative: Representative's Title: Address: Phone #: Fax #: E-Mail:	
8. Print or type the name of the vendor representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function): Vendor Representative: Representative's Title: Address: Phone #: Fax #: E-Mail:	
9. Is this vendor an Ohio certified MBE? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, attach a copy of current certification to proposal\bid. (If ODJFS has specified the RFP\RLB\purchase document as an opportunity open exclusively to Ohio Certified MBEs, then failure to attach a copy of current certification <u>WILL RESULT IN DISQUALIFICATION.</u>)	

10. Mandatory Vendor Certifications:

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

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

AND

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

AND

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

11. Work Location Declaration: Identify the location(s) (city, state/province, country) where all work for the proposed project will be performed, by the proposing Vendor and by any Subcontractors: _____

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

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

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

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

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

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

Subcontractor Name: _____

Address: _____

Work To Be _____

Performed: _____

(a brief description) _____

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

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

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

C. Identify all state contracts which the vendor has had approved by the Controlling Board since the beginning of the last fiscal year (i.e., since July 01, 2004) through this fiscal year to date. Also include contracts approved for ODJFS or institutions of higher education:

Total number of contracts: _____

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

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

Attach additional pages if needed

13. Vendor and Grantee Ethics Certification

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

- (1) I have reviewed and understand Ohio ethics and conflict of interests laws, as found in Chapter 102. and Sections 2921.42 and 2921.43 of the Ohio Revised Code.
- (2) I have reviewed and understand Governor Strickland's Executive Order Number 2007-01S.
- (3) I will not do anything inconsistent with those laws or Executive Order Number 2007-01S.
- (4) I acknowledge that failure to comply with this certification, is, by itself, grounds for termination of this contract or grant with the State of Ohio.

Signature of authorized agent

Date

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

14. I have read the ODJFS Model Contract attached to the RFP/RLB, and if awarded a contract, I will not _____ (or) I will _____ request changes to the standard language, and have marked the requested changes and returned the model document with this proposal for consideration by ODJFS. (If so, ODJFS will review those requested changes if you are the selected vendor. All requested changes to model contract language are subject to ODJFS approval.) (NOTE: Item 14 is not applicable and not required when the subject ODJFS procurement opportunity is offered only to State Term Schedule Vendors.)

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

ATTACHMENT F
Technical Proposal Score Sheet
RLB: R-1213-07-8000

PHASE I: Initial Qualifying Criteria

Vendor/Applicant Name: _____

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

ITEM #	PROPOSAL ACCEPTANCE CRITERIA	RLB Sec. Reference	Y E S	N O
1	Was the vendor’s proposal received by the deadline as specified in the RLB?	2.1		
2	Did the vendor submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal?	5.1		
3	Does the vendor’s proposal include all required affirmative statements and certifications, signed by the vendor’s responsible representative, as described in Attachment A and C to the RLB and has been verified by ODJFS that the vendor does not have any findings against them	5.2, B., 1. 8.18 / 8.19 8.20 / 8.23		
4	Three (3) years experience performing third-party liability activities for local, state or federal operations that administer a public health program.	2.2, A. 1.		
5	Three (3) years experience in securing agreements and performing data exchanges of eligibility or claim information with government or private companies.	2.2, A. 2.		
6	Three (3) years experience in determining private and commercial insurance policy plans, types of coverage and benefit verifications.	2.2, A. 3.		
7	Three (3) years experience in third-party liability investigations, case tracking, benefit pursuit and funds recovery.	2.2, A. 4.		
8	Three (3) years experience participating in legal settlements, compromises, judgments or awards.	2.2, A. 5.		
9	Three (3) years experience in collecting and correlating third-party liability recovery information and providing detailed reports of findings.	2.2, A. 6.		
10	Did the review team (in its initial/cursory review of the vendor’s proposal) determine that the proposal was free of trade secret/proprietary information as specified/restricted in the RLB?	5.2, D. 8.5		
11	Did the vendor <u>remove all personal confidential information (such as home addresses and social security numbers) of vendor staff and/or of any subcontractor and subcontractor staff</u> from resumes or any other part of the proposal package?			

PHASE II: Criteria for Scoring of Technical Proposal

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

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

Technical Performance Scoring Definitions:

“Does Not Meet Requirement”- A particular RLB requirement was not addressed in the vendor’s proposal, **Score: 0**

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

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

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

A technical proposal’s total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying proposal. Technical proposals which do not meet or exceed a total score of at least **593** points (a score which represents that the selected vendor has the capability to successfully perform the project/program services) out of a maximum of **758** points, will be disqualified from further consideration, and its cost proposal will neither be opened nor

considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RLB SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Extension
REQ. VENDOR INFO. & CERTIFICATIONS								
1	The vendor has included, properly completed and signed, the Required Vendor Information & Certifications as specified in the RLB.	.5	1					
VENDOR QUALIFICATIONS								
MANDATORY QUALIFICATIONS								
	The vendor has demonstrated three (3) years experience performing third-party liability activities for local, state or federal operations that administer a public health program.	2.2, A. 1.	1					
	The vendor has demonstrated three (3) years experience in securing agreements and performing data exchanges of eligibility or claim information with government or private companies.	2.2, A. 2.	1					
	The vendor has demonstrated three (3) years experience in determining private and commercial insurance policy plans, types of coverage and benefit verifications.	2.2, A. 3.	1					
	The vendor has demonstrated three (3) years experience in third-party liability investigations, case tracking, benefit pursuit and funds recovery.	2.2, A. 4.	1					
	The vendor has demonstrated three (3) years experience participating in legal settlements, compromises, judgments or awards.	2.2, A. 5.	1					
	The vendor has demonstrated three (3) years experience in collecting and correlating third-party liability recovery information and providing detailed reports of findings.	2.2, A. 6.	1					
ORG. EXPERIENCE & CAPABILITIES								
	The vendor has included information on the background of the firm and any prior experience relevant to this RFP;	2.2, B. 1.	1					
	The vendor has included samples (or descriptions) of at least two, but no more than four, similar sized projects completed in the past three (3) years that demonstrate expertise in third-party liability recovery; and	2.2, B. 2.	1					
	The vendor has included names and contact information for at least three entities for which it has performed similar large scale projects in the past three (3) years.	2.2, B. 3.	1					
	The vendor has demonstrated knowledge of health maintenance organizations' or MCPs' structures and methodologies (vendor proposals must describe).	2.2, B. 4.	2					
	The vendor has demonstrated knowledge of cost avoidance concepts and processes (vendor proposals must describe).	2.2, B. 5.	2					
	The vendor has demonstrated knowledge of banking policies and procedures, electronic funds transfers and fiscal reporting (vendor proposals must describe)	2.2, B. 6.	2					
STAFF EXPERIENCE & CAPABILITIES								
	The vendor has identified, by position and by name, those staff they consider key to the project's success (at minimum, key staff identified must include a project manager).	2.2, C. 1.	2					
	The vendor has included resume(s) of key staff expected to work on the project.	2.2, C. 2.	1					
	The vendor has ensured that key staff has at least an associate or higher degree in a field of study appropriate to their role in the project (e.g., a health care degree for the Project Manager and a business administration-related degree for the Office Manager). ODJFS will evaluate proposals based on the education and experience of key personnel assigned to carry out the project.	2.2, C. 3.	1					
SCOPE OF WORK								
	The vendor has described how they will meet all the requirements of Ohio's Medicaid State Plan and to fulfill the functions the Federal government mandates that the state of Ohio carry out to meet its third-party liability recovery obligations. These functions include identifying third parties liable for payment of services under the Plan, payment of claims involving third parties, assignment of rights to benefits, cooperation with entities to obtain medical support or payments; and cooperation in identifying and providing information to assist ODJFS to pursue liable third parties.	2.3, A.	3					

IT E M #	EVALUATION CRITERIA	RLB SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Extension
	The vendor has described how they will comply with the standards of privacy set forth in section 5101.27 of the O.R.C. and 42 C.F.R. 431.300-306. ODJFS will expect the selected vendor to know the HIPAA General Administrative Requirements of 42 C.F.R. Part 160 and to comply with HIPAA's compliance and enforcement provisions. The selected vendor is expected to create and maintain a log capable of tracking privacy authorizations applicable to third-party liability activities. ODJFS will require the selected vendor to enter into a HIPAA business associate agreement with ODJFS. In addition, ODJFS expects the selected vendor to sign appropriate agreements with ODJFS to transmit TPL information through transaction sets. [Note: The interested vendor's proposal must clearly show the vendor's ability to conduct electronic data interchange (EDI) as outlined by the Accredited Standards Committee (ASC) X12. The selected vendor must have the technical and electronic capabilities to perform an EDI 837 transaction. The selected vendor must have the technical and electronic capabilities to initiate an X12 270/271 Eligibility Benefit Inquiry and Response. The selected vendor must know Ohio HIPAA Transaction Code Sets and the Payer Initiated Eligibility/Benefit Transaction (PIET).]	2.3, B.	3					
	The vendor has described how they will determine the legal liabilities of third parties. In accordance with 42 C.F.R. Part 433, ODJFS will require the selected vendor to exchange consumer-Medicaid data with other entities, including, but not limited to: 1) The state wage information collection agency (SWICA) to identify Medicaid consumers who are employed and the identity of the employer; 2) The Centers for Medicare and Medicaid Services (CMS) to identify Medicaid consumers eligible for Medicare coverage using the Enrollment Data Base (EDB); 3) The Ohio Bureau of Workers' Compensation to identify Medicaid consumers who have filed an industrial accident and the identity of the employer; 4) The Ohio Department of Public Safety to identify Medicaid consumers who have sustained injuries in a motor vehicle accident and to identify any tort feasons.	2.3, C.	3					
	The vendor has described how they will initiate a Medicare recoupment project. The project consists of an ongoing process to identify a recipient with Medicaid paid claims who wholly or partially qualifies for Medicare benefits. The selected vendor will work with Medicaid providers of service, and create and maintain a computer database, compatible with the ODJFS format, to store record data. The selected vendor will notify ODJFS of claims subject to recoupment via a data file in the state's designated format (see Attachment C). ODJFS expects the selected vendor to transfer the data to ODJFS either electronically or in secure e-mail with a letter detailing the number of records, the total amount paid/reimbursed, and the total amount charged. Prior to transfer, the selected vendor shall ensure the integrity of the data by analyzing and resolving any interim adjustments or credits. The selected vendor will establish a process that identifies specific claim line items initially rejected for payment by Medicare and employ an alternate billing methodology to maximize benefit recovery. The selected vendor shall supply ODJFS with data records for uploading and processing to the state's computer database. ODJFS may alter this process to reflect new computer capabilities or enhancements during the initial contract or renewal period(s).	2.3, D.	3					
	The vendor has described how they will use the diagnosis and trauma code edit report to identify legally liable third parties. The selected vendor must develop a written procedure that describes the methods it will use to identify legally liable third parties from the report. The selected vendor must initiate recovery efforts of claims identified via the procedure and must transfer verified information to ODJFS in a manner and format defined by ODJFS.	2.3, E.	3					
	The vendor has described how they will incorporate all identified legally liable third-party resources into the state's eligibility case file and third-party database. The selected vendor must store third-party information gathered from data exchanges, Medicare recoupment projects, and post payment health insurance activities on a self-supported database. The selected vendor must obtain verification of policy information from third-party carriers. The selected vendor must send electronically validated policy information, in a data file format that meets ODJFS specified requirements, monthly to an ODJFS secured mailbox.	2.3, F.	3					

IT E M #	EVALUATION CRITERIA	RLB SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Extension
	<p>The vendor has described how they will comply with sections 5101.58 and 5101.59 of the O.R.C. when carrying out post payment recovery activities and must develop a recovery process based upon established state policies and procedures. The selected vendor must create and maintain a computer database, compatible to the ODJFS format, for the recording of recovery file data. The selected vendor must pursue liable third parties on behalf of ODJFS and operate under ODJFS' name and logotype. The selected vendor must obtain the approval of ODJFS for any correspondence bearing the agency's name and logotype. The recovery threshold for the state of Ohio is zero (0) dollars and the selected vendor must seek recovery of reimbursement from a third party on all claims to the limit of legal liability when ODJFS determines that the amount of recovery is greater than the cost of recovery.</p>	2.3, G.	3					
	<p>The vendor has described how they will enter into data exchange agreements with health insurance carriers for the purpose of identifying and verifying third-party liability coverage. The selected vendor will include a clause in such data exchange agreements that it will share the insurance carrier data files with ODJFS. The selected vendor must seek recovery of reimbursement from a third-party carrier within sixty days after the end of the month in which ODJFS made payment. The selected vendor must have the capability to conduct an EDI 837 transaction with covered entities that have a legal liability to ODJFS. The selected vendor shall keep a record of post payment activity including, but not limited to, ODJFS paid claim information, insurance carrier reimbursement amounts, insurance carrier denial amounts, and insurance carrier reasons for denial. The selected vendor must coordinate benefits when more than one third party source is available. The selected vendor must report newly identified third-party coverage and changes of existing records in a manner and format defined by ODJFS.</p>	2.3, H.	3					
	<p>The vendor has described how they will enforce and perfect the state's rights of recovery. The selected vendor is responsible for: obtaining disclosures from the recipient or participant, or the recipient's or participant's representative; identifying tort feasons and placing them on notice; determining related claims subject to recoupment; maintaining all documentation in an open file until subrogation is withdrawn or settlement achieved; electronically imaging case files; coordinating with Medicaid funded managed care plan's to collect paid claim information; supplying documentation in response to subpoenas; negotiating settlements subject to policy limitations; and pursuing recovery of additional medical expenses even if prior payments were accepted in discharge of the ODJFS' rights. The selected vendor must liaise and coordinate with the Ohio Attorney General's Office to maximize recoveries and enforce recovery rights when the Attorney General performs the following actions: intervening or joining in any action or proceeding brought by the recipient or participant or on the recipient's or participant's behalf against any third party that may be liable for the cost of medical services and care arising out of the recipient's or participant's injury, disease, or disability; instituting and pursuing legal proceedings against any third party who may be liable for the cost of medical services and care arising out of the recipient's or participant's injury, disease, or disability; and initiating legal proceedings in conjunction with the injured, diseased, or disabled recipient or participant or the recipient's or participant's legal representative. ODJFS will grant the selected vendor signature authority for multi-party settlement checks and authorize it to sign releases on behalf of ODJFS relating to its work under on this project.</p>	2.3, I.	3					
	<p>The vendor has described how they will work with the Ohio Attorney General's Office as appropriate. The selected vendor must notify ODJFS staff when it certifies cases to the Attorney General for recovery assistance. ODJFS will report case file settlements and compromises through the Attorney General to the vendor. The selected vendor must initialize requests for overpayments of refunds from third-party payers. The selected vendor will relinquish fee payment for any funds returned to the third-party payer. The selected vendor must report refund adjustments on its monthly invoice statements.</p>	2.3, J.	3					

IT E M #	EVALUATION CRITERIA	RLB SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Extension
	The vendor has described how they will ensure ODJFS' compliance with consumer privacy issues related to the release of protected health information (PHI) in pursuit of third-party recoveries. The selected vendor should obtain and log HIPAA privacy authorization forms and periodically brief ODJFS' designated HIPAA Compliance Official about HIPAA compliance progress and issues. The selected vendor must assist ODJFS in adhering to the standards established for electronic data interchange, specifically the 270/271 Health Care Eligibility Benefit Inquiry and Response transactions. The selected vendor must ensure that its computer technology is compatible with the ODJFS computer system(s).	2.3, K.	3					
	The vendor has described how they will allow for a one month delayed data match recovery file run. The selected vendor must conduct a final verification to the Medicaid paid claims database prior to data transfer. The selected vendor will remove claims from the data transfer that were reconciled prior to ten (10) days following the date of Medicaid provider notification. The selected vendor must help rectify erroneously recovered claims. The selected vendor must offset a paid contingency fee of any claim determined to be an erroneous recovery on the first invoice following notification from the ODJFS contract manager. The selected vendor must demonstrate to ODJFS a claim validation process which captures services denied by a liable third party, performs a cross-coordination of benefits by service classification and resubmits charges accordingly for reconsideration.	2.3, L.	3					
	The vendor has described how they will adapt procedures as needed that cater to the educational limitations and cultural divergence of Medicaid consumers.	2.3, M.	3					
SPECIFICATIONS OF DELIVERABLES								
	The vendor has described how they will establish a local project office to conduct casualty recovery activities in Delaware, Fairfield, Franklin, Licking, Madison, Pickaway, or Union County, at a location agreed to by ODJFS. The selected vendor is responsible for all equipment, supplies, salaries and lease costs of the office. The selected vendor must provide an office manager and sufficient staff to conduct casualty recoveries within the federally required time frame. ODJFS will expect office manager and staff to execute necessary forms (e.g., ODJFS 07078, ODJFS 07079) to comply with the state's Ohio Data Network and other security restrictions. The selected vendor must maintain case files containing PHI in a secured area. The selected vendor must preserve all closed casualty case documents through a state approved data imaging process while the contract is in force. The selected vendor must have a computer system/program capable of assimilating policy holder insurance eligibility from various sources and Medicaid consumer eligibility. The provider must accurately identify matching data and utilize verified accounts for post payment recovery actions. The selected vendor must transfer data to ODJFS in an ODJFS-defined computer file. The selected vendor must grant the ODJFS contract manager security access to the vendor's case tracking system. On the first invoice following notification from the ODJFS contract manager, the selected vendor must offset the paid contingency fee of any erroneous claim recovery. The selected vendor must return all documentation and data to ODJFS at the close of the contract.	2.4, A.	1					
	The vendor has described how they will invoice for services based solely upon its TPL recoveries. The selected vendor must provide monthly, quarterly, yearly and ad hoc reports of accounts payable and accounts receivable.	2.4, B.	1					
	The vendor has described how they will collect third-party reimbursements and administer them in accordance to 42 C.F.R. Part 433. The selected vendor shall balance funds to the Medicaid paid claim amount. The selected vendor must track recoveries in a computer database with the post payment case record files. The selected vendor must account for policy deductibles, claim type rejections, and policy limitations and reconcile payments to submitted claims. The selected vendor must seek reimbursement of outstanding balances up to but not exceeding the Medicaid expenditure amount. The selected vendor must establish separate lockbox-bank accounts to track health insurance recoveries and casualty insurance recoveries. The accounts must be under ODJFS' name and used exclusively for the deposit of Ohio third-party recoveries. The selected vendor will be responsible for all banking fees. The selected vendor must have online banking access and the capability of performing electronic funds transfers (EFT) to a designated state of Ohio depository bank. The selected vendor shall conduct electronic funds transfers to the state of Ohio on a weekly basis, consisting of vendor deposits from the week immediately prior.	2.4, C.	3					

IT E M #	EVALUATION CRITERIA	RLB SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Extension
	The vendor has described how they will provide ODJFS staff with a report of the daily deposits at the time of the weekly electronic funds transfer. The selected vendor must identify any funds received in either lockbox that are third-party recoveries <u>yet are not the direct result of vendor efforts</u> . The selected vendor must transfer non-vendor recoveries once a week in a separate EFT. This contract is a contingency fee contract and ODJFS will pay the fee based upon third-party recoveries which result directly from the selected vendor's efforts. The selected vendor must submit an invoice once a month for each recovery type.	2.4, C.	1					
	The vendor has described how they will release recovery information and data matches to insurance carrier files, whether or not the match resulted in recovery, back to ODJFS at its request. Data matches include the verified insurance coverage information specified in Section 2.3 C of this RFP and any other insurance information the selected vendor has that ODJFS needs to update its MITS or other system to properly cost avoid a claim by matching the ODJFS' recipient master file to various insurance carrier files. The selected vendor cannot charge ODJFS for the sharing of this data. The selected vendor agrees to reorient state personnel in all aspects of its third-party liability recovery project in the event of untimely contract termination.	2.4, D.	3					
	The vendor has described how they will perform a Point-to-Point Protocol (PPP) dial up connection or directly connect to ODJFS' systems, and use File Transfer Protocol (FTP) to send data files to the ODJFS Electronic Commerce Center. The selected vendor must supply ODJFS with verified third-party liability information via an electronically submitted data file in an ASCII format with no packed data. The layout (see Attachment D) must be compatible with ODJFS' TPL database. The selected vendor must reconfigure data or reformat files or both as required by ODJFS. The selected vendor must furnish ODJFS with Medicaid eligibility information (e.g., insurance carrier name, policy holder name, policy number, group number, insurance coverage type; and begin and end dates of coverage) when the identity of an insured listed in an insurance carrier file matches the identity of a Medicaid recipient. ODJFS will use this information to update its Medicaid claims payment system.	2.4, E.	1					
ADMIN. STRUCTURES—PROPOSED WORK PLAN								
	The vendor has stated the key objectives of the proposed project and has not simply restated the objectives as identified in this RLB.	2.5, A.	1					
	The vendor has provided a technical approach and work plan to be implemented which includes a proposed timeline for the project.	2.5, B.	1					
	The vendor has provided a status reporting procedure for reporting work completed, and resolution of unanticipated problems.	2.5, C.	1					
	The vendor has provided a current organizational chart (including any subcontractors) and specify the key management and administrative personnel who will be assigned to this project.	2.5, D.	1					
	The vendor has provided a timeline for each component of the scope of work and the project overall including the staff hours for personnel involved; included a Table of Organization (including any subcontractors) and a chart showing the number of hours devoted to the project by vendor or sub-contractor staff and has provided the percentage of time each key management person will devote to the project.	2.5, E.	3					
Column Subtotal of "Partially Meets" points								
Column Subtotal of "Meets" points								
Column Subtotal of "Exceeds" points								
TOTAL SCORE:								

Based upon the Total Technical Score earned, does the vendor's proposal proceed to the Phase III evaluation of its Cost Proposal? (Vendor's Grand Total Technical Score must be at least 593 points.)

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

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
+	+	+	+	+	+	+	+	+	+

or

Employer identification number									
+	+	+	+	+	+	+	+	+	+

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
- 10. A real estate investment trust,
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 584(a),
- 13. A financial institution,
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**DEPARTMENT OF ADMINISTRATIVE SERVICES/
OHIO DEPARTMENT OF JOB AND FAMILY SERVICES**

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2010-09S

Banning the Expenditure of Public Funds on Offshore Services

This form must be completed and signed by every bidder, offeror, applicant, grantee, or vendor seeking to do business with Ohio Department of Job and Family Services. This must either be submitted as part of the response to any invitation to bid, request for proposals, state term schedule, multiple award contract, request for quotations, informal quotations, and statement of work or submitted during the negotiation of a business relationship but prior to the execution of an agreement.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

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

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

1. Principal location of business of Contractor/Grantee:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor/Grantee:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

By signing below, I hereby certify and affirm that I have reviewed, understand, and will abide by the Governor's Executive Order 2010-09S. I attest that no funds provided by ODJFS for this project or any other agreement will be used to purchase services provided outside the United States or to contract with a subcontractor who will use the funds to purchase services provided outside the United States. I will promptly notify ODJFS if there is a change in the location where any of the services relating to this project will be performed. If I am signing this on behalf of a company, business, or organization, I hereby acknowledge that I have the authority to make this certification on behalf of that entity.

Signature

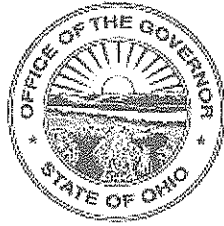
Date

Entity Name

Address (Principal Place of Business)

Printed name of individual authorized to sign
on behalf of entity.

City, State, Zip



TED STRICKLAND
GOVERNOR
STATE OF OHIO

Executive Order 2010-09S

Banning the Expenditure of Public Funds for Offshore Services

1. **Ohio's Economic Vitality Necessitates Constant Vigilance in State Job Creation Efforts.** State officials and employees must at all times remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio, in particular, and must do so especially during Ohio's continuing efforts to recover from the recent global recession.
2. **No Public Funds Should be Spent on Services Provided Offshore.** Allowing public funds to pay for offshore services undermines economic development objectives and any such offshore services carry unacceptable quality and security risks.
 - a. **The Purchase of Offshore Services with Public Funds Undermines Economic Development and Other Job Creation and Retention Objectives.** The expenditure of public funds for services provided offshore deprives Ohioans and other Americans critical employment opportunities. It also undermines efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which the State has invested heavily.
 - b. **The Purchase of Offshore Services Has Unacceptable Business Consequences.** The use of offshore service providers could pose unacceptable data security, and thus privacy and identity theft risks. There are pervasive service delivery problems with offshore providers, including dissatisfaction with the quality of their services and with the fact that services are being provided offshore. It is difficult and expensive to detect illegal activity and contract violations and to pursue legal recourse for poor performance or data security

violations. The State's use of offshore service providers ill-serves the people of Ohio who are the primary consumers of the services provided by the State.

3. **Ohio's Policy Has Been – and Must Continue To Be – That Public Funds Should Not Be Spent on Services Provided Offshore.** Throughout my Administration, procurement procedures have been in place that restrict the purchase of offshore services. Despite these requirements, federal stimulus funds were recently used to purchase services from a domestic company which ultimately provided some of those services offshore. This incident was unacceptable and has caused me, through this Order, to redouble my commitment to ensure that public funds are not expended for offshore services.
4. **Additional Steps Will Ensure that Public Funds Are Not Spent on Services Provided Offshore.** In order to ensure that the State of Ohio makes no expenditures for services provided offshore, I hereby order the following:
 - a. No Cabinet Agency, Board or Commission (Executive Agency) shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. This Order applies to all funds in the custody of an Executive Agency, be they from state, federal, philanthropic or private sources. It applies to all purchases of service made directly by an Executive Agency and services provided by sub-contractors of those providing services purchased by an Executive Agency.
 - b. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
 - c. The Department of Administrative Services, through Ohio's Chief Procurement Officer (OCPO), shall have in place, by August 31, 2010, procedures to ensure all of the following:
 - i. All agency procurement officers, or the person with equivalent duties at each Executive Agency (APOs), have standard language in all Executive Agency contracts which:
 - (a) Reflect this Order's prohibition on the purchase of offshore services.
 - (b) Require service providers or prospective service providers to:

- (i) Affirm that they understand and will abide by the requirements of this Order.
 - (ii) Disclose the location(s) where all services will be performed by any contractor or subcontractor.
 - (iii) Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
 - (iv) Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
 - (v) Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contract.
 - ii. All APOs are ensuring that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
 - (a) Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
 - (b) Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any sub-contractor, will not be considered.
 - iii. All procurement manuals, directives, policies, and procedures reflect the requirements of this Order.
 - iv. All APOs have adequate training which addresses the terms of this Order.
5. **Exceptions.** Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts of the Department of Development Global Markets Division to attract jobs and business to the State of Ohio, including incidental services for the support of trade missions, payment of international staff, and services necessary for the operation of international offices.
 - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities.

6. I signed this Executive Order on August 6, 2010 in Columbus, Ohio and it will not expire unless rescinded.



Ted Strickland, Governor



ATTEST:

Jennifer Brunner, Secretary of State