



Department of  
Job and Family Services

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

November 10, 2011

Dear Vendor:

This letter is to announce the release by the Ohio Department of Job and Family Services (ODJFS) of a new Request for Proposals (RFP), identified as JFSR1213078015 for **Disability Determinations Case Development Services**. The purpose of the RFP is to solicit competitive proposals from organizations with the necessary capacity and expertise to provide detailed case development and case management services for approximately 35,000 medical or psychological disability determination cases per year. ODJFS will evaluate proposals using criteria and standards established in this RFP in order to award a contract to one qualified vendor.

The vendor selected through this RFP process will be required to develop the medical/psychological case information necessary for a disability determination, according to disability guidelines established by the Social Security Administration, by providing basic medical examinations; completing mental functional capacity assessments; obtaining historical medical information; and securing other physical and psychological examinations and tests necessary to evaluate an individual. The developed cases will be transferred by the selected vendor via electronic upload to ODJFS for completion of federally compliant disability determinations. The selected vendor must also provide all state and/or federally mandated or requested reports.

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 Legal and Acquisition Services  
30 East Broad Street, 31<sup>st</sup> Floor, Suite 3150  
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)

Linette Alexander  
Deputy Director  
Contracts and Acquisitions

30 East Broad Street  
Columbus, Ohio 43215  
[jfs.ohio.gov](http://jfs.ohio.gov)

An Equal Opportunity Employer and Service Provider

***DISABILITY DETERMINATION  
CASE DEVELOPMENT  
SERVICES***

**RFP: JFSR1213078015**

**The Ohio Department of  
Job and Family Services**

**November 10, 2011**

# **Disability Determination Case Development Services RFP**

**RFP: JFSR1213078015**

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**ODJFS  
REQUEST FOR PROPOSALS (RFP) FOR:**

**Disability Determinations  
Case Development Services**

**RFP: JFSR1213078015**

**SECTION I.           GENERAL PURPOSE**

**1.1    Purpose**

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Proposal (RFP) to solicit proposals from organizations able to provide the necessary capacity and expertise to perform detailed case development and case management services for approximately 35,000 medical or psychological disability determination cases per year. ODJFS will evaluate proposals received using criteria and standards established in this RFP in order to award a contract to one qualified vendor. The vendor selected through this RFP process will be required to develop the medical/psychological case information necessary for a disability determination, according to disability guidelines established by the Social Security Administration, by providing basic medical examinations; completing mental functional capacity assessments; obtaining and compiling historical medical information; and securing other physical and psychological examinations and tests necessary to evaluate an individual. The developed cases will be transferred by the selected vendor via electronic upload to ODJFS for completion of federally compliant disability determinations. The selected vendor must also provide all state and/or federally mandated or requested reports.

ODJFS is seeking vendors who are experienced in operating and providing case management; medical examinations and testing; securing documentation; and case preparation. Additionally, experience and technology requirements for electronic data file transfers (both incoming and outgoing); and Medicaid and/or private or commercial health care program experience is necessary. Interested medical organizations are to follow the instructions and guidelines provided in this RFP to clearly demonstrate to ODJFS their organization's qualifications to perform the services that will be required. Interested organizations may, at their discretion, propose to meet ODJFS disability determination project needs by subcontracting a part of that work, but those vendor proposals must detail the roles the proposed subcontractor would be assigned in the work, the proposed subcontractors' qualifications to perform the work, and a detailed plan showing how the prime vendor would supervise the work of the subcontractor and assure ODJFS of the subcontractor's contract compliance. ODJFS is under no obligation to consider or respond in any way to any medical professional organization's proposal that is not prepared and submitted in accordance with this RFP.

Throughout this RFP, the term "vendor" is used to indicate any medical organization that could submit a proposal in response to this RFP. The terms "contractor" or "selected vendor" indicate that specific vendor that is awarded the contract at the conclusion of this RFP and competitive procurement process.

## 1.2 **Background**

ODJFS is the single state agency responsible for the operation and management of Ohio's Medicaid Program. The ODJFS Office of Ohio Health Plans (OHP) is **responsible for the disability medical review that affects an individual's eligibility for Medicaid** and for the adjudication and payment of claims for covered services for that individual. As part of this eligibility determination, adjudication and payment process, the Deputy Director's Office, Bureau of Consumer and Operational Support, actively undertakes the review of clinical/medical cases as required for the purposes of disability determinations and medical coverage.

The current disability determination process begins at the county department of job and family services (CDJFS), which is responsible for:

- completion of the initial general Medicaid application;
- completion of the initial disability application form, medical releases, authorized representative form;
- \*\*gathering of medical documentation to support the consumer's disability;
- \*\*obtaining medical and psychological examinations and testing;
- \*\*electronically uploading medical information into Ohio's electronic disability processing system (eQuIL);
- acting on the disability determination decision received electronically from eQuIL; and,
- determining final eligibility for Medicaid.

(\*\* indicates functions to be performed by the Disability Determination Services vendor selected through this RFP)

ODJFS/OHP currently has a disability review team located in Columbus that:

- performs the highly specialized clinical review of medical information in eQuIL according to the Social Security disability guidelines in 20 CFR 416 Subpart I;
- requests additional information from the county when the medical information is insufficient;
- makes the final disability determination decision that is passed electronically to the county via eQuIL; and,
- attends and supports disability determination decisions in the State Hearing process.

The highly specialized clinical reviews for disability are services typically performed by medical professionals either under contract with, or employed by, ODJFS. These services provide ODJFS with a breadth and depth of professional expertise, which in turn, enhance the ability of ODJFS to effectively operate the Medicaid program.

## 1.3 **Objectives of the Project**

ODJFS seeks to fulfill specific programmatic needs for medical expertise in case management/case development through a contract with a properly qualified and licensed professional organization. ODJFS plans to obtain the services of one disability determination project vendor to work with the Bureau of Consumer and Operational Support to assist in the case development necessary for disability determination reviews in accordance with Ohio Administrative Code (OAC) **Chapter 5101:1-39-03, Chapter 5101:1-41-20, and other relevant rules.**

## 1.4 **Time Frames and Funding Source**

This ODJFS RFP project is intended to competitively select one vendor that would be under contract to provide disability determination case services from April 1, 2012 to, potentially, June 30, 2016.

As state law prohibits ODJFS from making financial commitments beyond the state fiscal biennium, the successful vendor will be offered a contract for the remainder of the 2012-2013 biennium (i.e., from contract effective date through June 30, 2013) with the possibility of one two-year renewal (SFYs 2014-2015) and an additional one-year renewal after that (SFY 2016).

All contracts are subject to all required contract and funding approvals (including review and approval by the Controlling Board), and any contract renewals are contingent upon all contractual and funding approvals, continuation of the project need, and satisfactory performance by the contractor, as determined by ODJFS.

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

Potential vendors are to be aware that ODJFS may, at its sole discretion, negotiate with all technically qualifying vendors for a revised cost proposal if the cost proposals of all technically qualifying vendors are in excess of the available project funding, or if costs proposed seem excessive, or if ODJFS has questions on how costs were arrived at, or as agency budget concerns may require. Section 6.1 C. of this RFP establishes further information on ODJFS procedures to be implemented if this occurs.

ODJFS reserves the right to rescind or cancel this RFP at any time.

## **SECTION II. PROCUREMENT PROCESS INFORMATION**

### **2.1 Anticipated Procurement Timetable**

<b>DATE</b>	<b>EVENT/ACTIVITY</b>
<b>Release Date November 10, 2011</b>	ODJFS Releases RFP to Potential Vendors on DAS/ODJFS Web Sites; Q&A Per. Opens - RFP becomes active - Vendors may submit inquiries for RFP clarification
Dec. 01, 2011	Vendor Q&A Period Closes, 8 a.m. (for inquiries for RFP Clarification) - No further inquiries for RFP clarification will be accepted
Dec. 05, 2011	ODJFS provides Final Vendor Question & Answer Document (estimated)
<b>Thursday, Jan. 05, 2012</b>	<b><u>Deadline for Proposals Delivery to ODJFS. Proposals must be received at the location specified in Section V., 5.1, of this RFP by 3 p.m. (local time).</u></b> - This is the proposal opening date, beginning the ODJFS process of proposal review <b>LATE PROPOSALS WILL NOT BE CONSIDERED. THERE WILL BE NO EXCEPTIONS MADE.</b>

Jan. 18, 2011	ODJFS Issues Contract Award Notification Letter (estimated) - Vendors that submitted proposals in response to this RFP will be sent letters stating whether their proposal was accepted for award of the contract
March 12, 2011	Controlling Board Review of Contract (estimated—if applicable). -Contract with the selected vendor requires review and approval
April 1, 2012	Implementation* (estimated—following notification of all contractual & funding approvals) - ODJFS contracts are not valid and effective until the state Office of Budget Management approves the purchase order.
June 30, 2013	Initial Contract Completion - The State Fiscal Biennium ends.
7/01/13 - 6/30/15 And 7/01/15 - 6/30/16	** Potential Contract Renewals (Contingent upon satisfactory contractor performance, continuing programmatic need, and all contract & funding approvals.)

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

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

\* \* Subject to approval by the Controlling Board, the contract period is expected to run from approximately Jan. 2, 2012 through June 30, 2013, with renewal contracts to be in effect, contingent upon satisfactory performance, continued availability of funding, and all required approvals, potentially from July 1, 2013 through June 30, 2015, and from July 1, 2015 through June 30, 2016. However, as state law prohibits ODJFS from making financial commitments beyond any single fiscal biennium (e.g., 7/01/11 through 6/30/13), any renewal of the contract resulting from this RFP may be subject to approval by the Controlling Board.

## **2.2 Internet Question & Answer Period; RFP Clarification Opportunity**

Potential vendors may ask clarifying questions regarding this RFP via the Internet during the Q&A Period as outlined in Section 2.1, 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;"
- \* Select RFP Number [JFSR1213078015](#);
- \* Click the "Submit an Inquiry" Button to ask a question about the RFP; 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 **8:00 a.m.** on the date the Q&A period closes.

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

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' questions shall only be answered inside this forum. Clarifying questions asked and ODJFS responses to them comprise the "ODJFS Q&A Document" for this RFP. **ODJFS reserves the right to determine when to post (i.e., as received or after the closing of the Q&A period) official answers to vendor 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 2.3, Communication Prohibitions, will be honored. Please refer to Section 2.3, E. for contact information in submitting a PRR. 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 1.5, Time Frames and Funding Source, for related information.

There is an established time period for the Vendor Q&A process (see Section 2.1, 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 ODJFS Contracts & Acquisitions, RFP/RLB Unit, at (614) 728-5693 for guidance.

### 2.3 **Communication Prohibitions**

From the issuance date of this RFP until an actual contract is awarded to a vendor, there may be no communications concerning the RFP between any vendor that expects to submit a proposal and any employee of ODJFS in the issuing office, or any other ODJFS employee, or any other individual regardless of their employment status, who is in any way involved in the development of the RFP or the selection of the contractor.

The only exceptions to this prohibition are as follows:

- A. Communications conducted pursuant to Section 2.2, Internet Q&A Period;
- B. As necessary in any pre-existing or on-going business relationship between ODJFS and any vendor that could submit a proposal in response to this RFP;
- C. As part of any vendor interview process or proposal clarification process initiated by ODJFS, which ODJFS deems necessary in order to make a final selection;
- D. If it becomes necessary to revise any part of this RFP, ODJFS will post those revisions, amendments, etc., to the website dedicated to this RFP;\* and
- E. Any Public Records Request (PRR) made through the ODJFS Office of Legal & Acquisition Services. Requests for existing public records may be submitted via e-mail to [Legal@jfs.ohio.gov](mailto:Legal@jfs.ohio.gov), among other avenues.

\* **Important Note:** Amendments to the RFP or to any documents related to it will be accessible to interested vendors through the original web page established for the RFP. All interested vendors must refer to that web page regularly for amendments or other announcements. ODJFS may not specifically notify any vendor of changes or announcements related to this RFP except through the website posting. It is the affirmative responsibility of interested vendors to be aware of and to fully respond to all updated information posted on this web page.

ODJFS is not responsible for the accuracy of any information regarding this RFP that was obtained or gathered through a source other than the Q&A process described in this RFP. Any attempts at prohibited communications by vendors may result in the disqualification of those vendors' proposals.

If interested vendors have a need to communicate regarding this RFP, they must contact **ODJFS** using one of the mechanisms provided for in **Sections 2.2, Internet Question and Answer Period/RFP Clarification Opportunity**, or **2.3, Communication Prohibitions**, of this RFP. Vendors are cautioned that communication attempts which do not comply with these instructions will not be answered, and that ODJFS will not consider any proposals submitted to any address other than the one provided in Section 5.1 of this RFP. Vendor proposals must be submitted to ODJFS in strict accordance with proposal submission instructions provided in **Section 5.1, Proposal Submission Information**.

## 2.4 Program Resource Library

ODJFS recognizes that interested vendors may not be familiar with some of the documents referenced in this RFP, or might need historical program information, or might be interested in more details on the program, and so has created a Program Resource Library with documents accessible from the links listed below. Vendor familiarity with the following documents may be of significant importance to vendors' understanding of the work and therefore to their ability to develop a successful proposal.

- The JFS 07302 basic medical form:  
<http://www.odjfs.state.oh.us/forms/file.asp?id=1488&type=application/pdf>
- The JFS 07308 mental functional capacity assessment:  
<http://www.odjfs.state.oh.us/forms/file.asp?id=1489&type=application/pdf>
- The JFS 03606 medication dependencies form (not a mandated form, but helpful in the review process):  
<http://www.odjfs.state.oh.us/forms/file.asp?id=959&type=application/pdf>
- The JFS 07004 social summary report for disability determination (note: the county department of job and family services completes this form):  
<http://www.odjfs.state.oh.us/forms/file.asp?id=1287&type=application/pdf>
- Disability Evaluation under Social Security website which identifies evidence pertinent to disabling conditions:  
<http://www.socialsecurity.gov/disability/professionals/bluebook/index.htm>

## SECTION III. VENDOR EXPERIENCE AND QUALIFICATIONS

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

### 3.1 Mandatory Vendor Qualifications

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

- A. Vendor proposals must demonstrate the vendor's access to a statewide medical provider network of appropriately licensed and/or credentialed professionals;
- B. Vendor proposals must demonstrate experience with Medicaid and/or private or commercial health care programs;
- C. Vendor proposals must demonstrate experience reviewing electronic patient clinical records and making medical determinations;
- D. Vendor proposals must identify, by position and by name, **at least one board certified physician\*** (M.D./D.O.), for medical case management and consultation regarding appropriate testing and/or consultative examination needs relative to the Social Security Disability Guidelines;

- E. Vendor proposals must identify **at least one licensed registered nurse\*** (R.N.), identified by position and by name, for medical case management and consultation regarding appropriate testing and/or consultative examination needs relative to the Social Security Disability Guidelines;
  - F. Vendor proposals must identify **at least one licensed psychologist/board certified psychiatrist\*** (Ph.D/Psy.D/Ed.D), identified by position and by name, for medical case management and consultation regarding appropriate testing and/or consultative examination needs relative to the Social Security Disability Guidelines;
  - G. Vendor proposals must demonstrate electronic interface capability with Ohio's current electronic disability processing system, eQuIL;
  - H. Vendor proposals must describe the vendor's computerized tracking system;
  - I. Vendor proposals must demonstrate the vendor's ability to submit and receive information and test results electronically as multi-page TIFF image files; and,
  - J. Vendor proposals must demonstrate the vendor's ability to comply with HIPAA rules and regulations.
- \* **The credentials for all persons proposed for key staff positions of M.D./D.O., R.N., and Ph.D/Psy.D/Ed.D, must be clearly and adequately documented within the vendor proposal by a professional profile or resume/curriculum vitae, and copy of current medical licensure/ certification. Any proposal that fails to include, at minimum, this documentation for at least these staff persons will be disqualified.**

Vendors that do not meet **ALL** the above experience and qualifications will be disqualified from further consideration for contract award. Additionally, the Technical Proposal Score Sheet (Attachment C) identifies other mandatory criteria, all of which must be met in Phase I of proposal review in order for a proposal to be accepted for full detailed scoring. **Any proposal which fails to meet any of the above mandatory qualifications, or any of the other requirements listed on the score sheet for Phase I, will be disqualified.**

### **3.2 Organizational Experience and Capabilities**

As part of the evaluation process, vendors are to provide information to be scored by ODJFS on how and to what degree the vendor, as an organization, has experience that is relevant to ODJFS needs for this project in each of the following areas:

- A. Participation in any kind of independent medical review, including at minimum:
  - 1. Identification of medical issues that require medical advice or clarification to ensure that all medical issues identified have been adequately addressed;
  - 2. Providing confirmation or rebuttal statements of other medical assessments; and
  - 3. Providing testimony at hearings or trials.
- B. Participation in peer review activities, including at minimum:
  - 1. Participation in the peer review process as a reviewer and as a subject of review; and,
  - 2. Establishment of policy and quality assurance procedures for peer review.

- C. Experience in the clinical assessment of individuals with physical and/or mental impairments and their medical and behavior support needs.
- D. Experience reviewing electronic patient clinical records and making medical determinations relative to requests for coverage of services under any public or private health insurance program, including, at minimum:
  - 1. Experience reviewing electronic patient clinical records and making recommendations about the clinical evidence; and,
  - 2. Experience reviewing electronic health care claims prior to payment processing to determine medical necessity.
- E. Experience with the Medicaid program and/or Public Assistance Programs.
- F. Experience in communicating with disabled individuals.

### 3.3 **Staff Experience and Capabilities**

The vendor proposal is to demonstrate the vendor's significant expertise by assigning highly qualified staff to key leadership roles for this project. Proposals must include professional profiles, resumes/curriculum vitae, and when specified, copies of current medical licensure/certification for all persons identified for key positions. Proposals are to provide detailed information explaining how and to what degree the vendor's proposed staff possess experience that is relevant to ODJFS needs; this information will be scored by ODJFS as part of the detailed proposal evaluation and scoring process. The vendor proposal must, at minimum:

- A. Identify a **project manager, by position and by name**, with at least three years experience managing projects involving the electronic review of patient clinical records for medical determinations for coverage of services under any public or private health insurance program.
- B. Identify **at least one board certified physician (M.D./D.O.), by position and by name**, with medical case management and consultation experience regarding appropriate testing and/or consultative examination needs relative to the Social Security Disability Guidelines.
- C. Identify **at least one licensed registered nurse (R.N.), by position and by name**, with medical case management and consultation experience regarding appropriate testing and/or consultative examination needs relative to the Social Security Disability Guidelines.
- D. Identify **at least one licensed psychologist/board certified psychiatrist (Ph.D/Psy.D/Ed.D), by position and by name**, with medical case management and consultation experience (of at least twelve months) regarding appropriate testing and/or consultative examination needs relative to the Social Security Disability Guidelines.
- E. Describe its staffing, **sufficient to handle approximately 675 cases per week, 35,000 cases per year with an average case completion rate of 65 days** from date of general Medicaid application to date of upload into eQuIL.
- F. Describe in detail the vendor's **statewide medical provider network** of appropriately licensed and/or credentialed professionals, specifically **discussing how the composition of that network is appropriate and adequate to meet ODJFS needs based on the demographics and characteristics of the disability determination cases as described in Section 4.2, Number of Participants; Project Data.**

**Important:** It is the affirmative responsibility of the vendor submitting a proposal to remove all personal confidential information (such as social security numbers, home addresses and personal phone numbers) of any and all vendor staff, subcontractor, and/or subcontractor staff from resumes or any other part of the proposal package. **Following submission to ODJFS, all proposals submitted may become part of the public record. ODJFS reserves will disqualify any vendor whose proposal is found to contain such prohibited personal information.**

### **3.4 Vendor Information Technology Compatibility and Functionality**

The selected vendor will be required to use Ohio's existing electronic disability processing system (eQuIL) to receive and transmit medical case documentation as a regular part of the case-building work. Interested vendors must demonstrate in their proposals how they will meet and maintain throughout the life of the contract (including any renewal periods) all ODJFS technical specifications necessary for use of the ODJFS eQuIL system, as well all system security and data confidentiality requirements. Appendix A. to this RFP is a document entitled "eQuil Web Service Interface" which describes this system.

The contractor must have the capability to connect via VPN through the state firewall and into eQuil using standard WSDL to upload documents. The upload tool must be capable of indexing documents into the appropriate document type as listed in eQuil. Images must be multi-page TIFF images only, not to exceed 10 MB in size (preferably smaller). **Vendors' technical abilities to conform with these standards are to be described in the proposal.**

- A. Proposals must describe the vendor's ability to utilize the WSDL interface as listed in the eQuil Web Service Interface attachment for uploading documents into eQuil;
- B. Proposals must describe their ability to establish a secure network connection that supports VPN or public / private keys to JFS in order to securely upload documents into eQuil;
- C. Proposals must describe the vendor's ability to separate and upload case documents accurately according to the "document type" described on pages 3 and 4 of the Web Service Interface document;
- D. They must expressly confirm that they have Microsoft Internet Explorer 6 or higher;
- E. They must expressly confirm that they have an updated Oracle Java desktop client;
- F. The proposal must identify the Anti Virus solution they will utilize, and fully describe the process they will use to maintain it and assure ODJFS that scanned documents will not contain malware that could infect the JFS network infrastructure and end user PCs;
- G. Proposals must describe the vendor's ability to organize, scan, and upload case documents by Medicaid recipient ID;
- H. Proposals must describe the vendor's capacity to scan case documents from all 88 CDJFS and adhere to the timeliness standards set forth in the RFP;
- I. Proposals must expressly confirm that scanned documents will be in multi-page TIFF 4 format, and that blank page detection, image de-skewing, de-speckling, de-shading, rotation, and black border removal will be implemented to assure that scanned documents are easily readable by case review staff.

**SECTION IV. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES**

**4.1 Scope of Work**

The following is a synopsis of the disability determination process. The scope of work that will be required of the medical organization selected through this RFP is Step 2 of this process.

Step 1	Step 2	Step 3	Step 4
County completes and submits forms to selected medical organization (the <u>contractor</u> to be selected through this RFP), uploads 3605 eform to eQuIL and creates an active cris-e AEICM screen.	Contractor reviews documentation, identifies alleged disability, obtains available relevant medical evidence and forms, orders testing/consultative exams if necessary and uploads case into eQuIL.	ODJFS disability determination area reviews case in eQuIL, requests additional information from contractor if necessary and makes disability decision. Decision electronically updates CDJFS via eQuIL.	County determines final eligibility.

The process begins with the CDJFS which completes the initial general Medicaid application (JFS07200); the CDJFS referral to DDU form (JFS 03605); the initial disability social summary form (JFS07004); medical releases (such as JFS03397 and SSA-3288); and the Social Security authorized representative form (SSA-1696). All, except the JFS07200 form will be forwarded to the contractor.

The contractor will be responsible for the development, collection, and coordination of disability determination cases. This development process shall include, but is not limited to, the following activities:

- A. The contractor selected for this project will assist the consumer in obtaining disability medical and psychological documentation including testing and/or consultative examinations that correlate with the applicant’s alleged disability in accordance with the Social Security Disability Guidelines. The contractor’s developed medical /psychological case information will be uploaded into Ohio’s electronic disability processing system (eQuIL).
  1. The initial case upload from the medical contractor must contain the following:
    - a. JFS 07302;
    - b. JFS 07308 (if a mental impairment is alleged as a disability);
    - c. JFS 07004; and,
    - d. at least one piece of supporting medical documentation
  2. It is preferred that the disability case be fully developed by the contractor prior to uploading into eQuIL.
  3. A full developed disability case is one:
    - a. that contains enough medical evidence to either support or deny a social security disability listing; and,
    - b. that does not require a deferral (request for additional medical evidence) by the ODJFS disability determination unit back to the vendor.

4. Should ODJFS disability determination area defer or request additional medical evidence, the evidence can be obtained and uploaded by the contractor into the active eQuIL case.
- B.** The contractor must have access to a statewide medical provider network for:
1. Consultative examinations;
  2. Medical or psychological testing;
  3. Completion of disability questionnaires when necessary and appropriate (e.g., JFS 07302 basic medical form and JFS 07308 mental functional capacity assessment). It may also be necessary for the vendor's network providers to examine the individual applicant and complete the forms listed above when applicants have no primary care physician or psychological provider to complete them; and,
  4. Residual functional capacity evaluations.
- C.** The contractor must have the capacity to handle approximately 675 cases per week, 35,000 cases per year with a performance rate standard of 80% case completion within 65 days from date of general Medicaid application to date of upload into eQuIL. (See Section 4.5, Selected Vendor Compensation Structure, for a description of repercussions for repeated failures to meet case completion standards.)
- D.** The contractor must have access to a medical professional network appropriate to the geographic distribution of Ohio's disability applications. Fifty-three percent of the 34,719 cases received in 2010 were from the metropolitan areas of Cincinnati/Dayton, Toledo, Columbus, Cleveland/Akron/Canton area. The remaining forty-seven percent were representative of rural Ohio areas.
- E.** The selected vendor will be expected to complete the case development process which shall include, but is not limited to, the following:
1. developing a secure communication pathway available to CDJFS for submission of the disability JFS 07004 social summary form, medical releases, authorized representative forms and any medical documentation that may be submitted initially to the CDJFS;
  2. ensuring that a receipt for documents is provided to CDJFS for the submitted forms;
  3. developing a secure communication pathway preferably email for inquiries from and to ODJFS disability determination area CMS mailbox as well as the CDJFS disability mailboxes;
  4. maintaining a case tracking system to include at least the recipient identification number, recipient demographics and other pertinent data that will provide for ease of contact, medical information requested, dates of request, provider from whom records have been requested, date medical information expected, and the stage of case development process;
  5. preparing production metrics reports such as monthly/yearly case volume, adherence to contractual 65 day expectations, cases per county, age of case per county (both received and submitted);
  6. contacting the individual applicant when necessary and track documentation of such;

7. maintaining an internet connection for access to Social Security Disability Guidelines;
  8. obtaining any existing medical documentation dated within 18 months of the general Medicaid application date and is relevant to the individual applicant's alleged disabilities as identified on the JFS 07004 social summary form;
  9. obtaining a completed JFS 07302 basic medical form, JFS 03606 medication dependencies form (note JFS 03606 not mandated, but helpful) and the JFS 07308 mental functional capacity assessment form (if appropriate according to alleged disabilities) from the individual applicant's provider(s);
  10. determining if further testing and/or consultative examinations are warranted for case development according to the Social Security Disability guidelines;
  11. scheduling consultative examinations and tracking of process;
  12. scheduling medical testing and tracking of process;
  13. assisting the applicant with transportation to scheduled tests/examinations if necessary;
  14. scanning collected case documentation into multi-page TIFF image files;
  15. uploading case documentation into Ohio's electronic disability processing system (eQuIL) via VPN network connection from one central location;
  16. cooperating with the CDJFS for county hearing case development and compliance (additional medical testing or additional review may be necessary in maintaining hearing compliance, and when needed, it is considered part of the process);
  17. providing testimony at hearings, if needed;
  18. maintaining information technology (IT) support for vendor connection to ODJFS connection; and,
  19. maintaining a toll free number from 8 am to 5 pm Monday through Friday (excluding state sanctioned holidays) for communication with individual applicants when necessary.
- F. The contractor will assist the consumer in obtaining disability medical and psychological documentation including testing and/or consultative examinations that correlate with the applicant's alleged disability according to the Social Security Disability Guidelines.
- G. The contractor will upload each completed disability case into eQuIL according to the production standard of sixty-five (65) days. Following the contractor's completion and upload of a disability case, ODJFS must then make its final medical decision in order to complete the disability determination process for Medicaid applications made on the basis of disability. As indicated in 20 CFR 416 Subpart I, the entire process from the date of the Medicaid application to the date of the ODJFS final medical decision may not exceed ninety (90) days.
- H. The contractor acting on behalf of ODJFS shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Vendors must describe in their proposal the checks and balances they will have established to prevent this from occurring.

- I. The contractor will ensure ODJFS contract manager and ODJFS eQuIL system administrator access to their case management system.
- J. The contractor shall maintain a fiscal/billing process that identifies Medicaid expenditures for Medicaid cases.
- K. The contractor shall acknowledge that all medical documentation obtained or purchased in association with a Medicaid applicant remains the sole property of ODJFS. At closure of a case, no copies will remain in any vendor's system(s) excluding the ODJFS eQuIL system. Medical documents will be retained in eQuIL according to the ODJFS retention policy.

#### 4.2 **Number of Participants; Project Data**

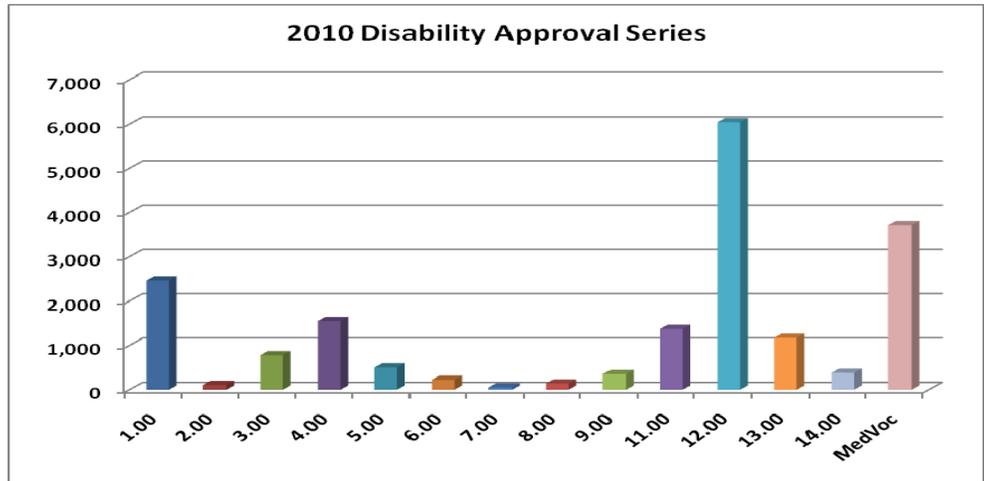
The information provided in this section is data collected from past records and is offered as a tool to assist interested vendors in understanding the work that is the subject of this RFP; and in assessing the project resources that may be needed, and the types and geographic locations of medical professional resources that may be needed. ODJFS cannot guarantee the actual volume or characteristics of disability determination cases during the coming contract periods, but offers this information for vendors' professional assessment and consideration in the development of their proposals.

ODJFS receives approximately 675 disability determination cases per week, or 35,000 disability applications per year. The following are case types the medical organization selected through this RFP may be developing:

- **new case** (87.5% of 2010 cases): requires case development for evidence within the previous 18 months from general Medicaid application date
- **continuing disability** (cdr) (6.4% of 2010 cases): current Medicaid recipient whose disabling condition requires case development for evidence since last approved date
- **alien emergency medical assistance** (aema) (4.7% of 2010 cases): requires emergency room documentation that supports an acute and emergent episode specified by the county on the JFS 03605 form (5101:1-41-20)
- **death** (1.3% of 2010 cases): requires either discharge summary documenting death or death certificate documenting date of death with period to be covered specified by county on the JFS 03605 form
- **hearing compliance** (approximately 6% of total cases): may require contact with county and/or disability determination unit to determine the need for additional medical evidence

The following table provides a summary of types of disability and numbers approved for calendar year 2010 according to the Social Security Disability Guidelines.

- 1.00 Musculoskeletal
- 2.00 Special Senses/Speech
- 3.00 Respiratory
- 4.00 Cardiovascular
- 5.00 Digestive
- 6.00 Genitourinary
- 7.00 Hematological
- 8.00 Skin Disorders
- 9.00 Endocrine
- 10.00 Multiple Impairments
- 11.00 Neurological
- 12.00 Mental Disorders
- 13.00 Malignant Neoplastic
- 14.00 Immune System



**4.3 Administrative Structures—Proposed Work Plan**

Vendors are to include, at minimum, the following administrative structures and technical approach for the proposed work plan. The vendor shall:

- A. Provide a technical approach and work plan to be implemented. This plan must provide to ODJFS a satisfactory overview of the processes, protocols, technical resources, and personnel the vendor would use to perform the work described in this RFP. At minimum, this plan must address all aspects of the work as outlined in Sections 4.1, Scope of Work and 4.2, Number of Participants; Project Data. **This information will be used by ODJFS to evaluate the adequacy of the vendor’s understanding of the work and ability to successfully perform high quality work;**
- B. Provide an organizational chart (including any subcontractors) proposed for this project, specifying by name and role the key management and administrative personnel who will be assigned to this project, and describing the functional roles of all other staff (including any subcontractors) that would be assigned to this project. **This information will be used by ODJFS to evaluate the vendor’s understanding of, and professional capability to provide the services described in this RFP, according to the performance standards specified.** The proposal must indicate the percentage of time each person or position will devote to the project;
- C. Provide a current organizational chart of the vendor organization (to also include subcontractors, if any). **This information will be used by ODJFS to evaluate the vendor’s capacity to perform the work and their abilities in managing the breadth of general administrative as well as project-specific requirements of this work;**
- D. Provide a status reporting procedure for reporting work completed, and a detailed plan for the resolution of problems; and,
- E. Provide a project timeline that presents an activity schedule for the initial program implementation, as well as for the project activities overall.

#### 4.4 Specifications of Deliverables

A. **Development and Management of Disability Determination Cases**, per the processes, standards, and requirements described in this RFP.

B. **Reporting**: The contractor will be required to provide the following reports:

**Quarterly reports:**

- type and number of Medicaid cases processed
- percent of developed cases and uploaded within 65 days. In the event case development extends beyond 65 days, produce case history documenting the reason for delay
- quality assurance reports with technical and developmental accuracy rates
- pending load reports and receipts
- administrative and medical expense costs by total case per quarter
- type and number of medical tests obtained per applicant
- type and number of consultative examinations obtained per applicant

**Year-end, Final, or Ad-hoc reports** may also be required by ODJFS. Report format shall be mutually agreed upon.

#### 4.5 Selected Vendor Compensation Structure

A. **Payables**: The selected vendor may submit invoices on a monthly basis for:

- **The per-completed case rate multiplied by the number of disability determination cases completed in the previous month, and,**
- **The monthly administrative fee for the previous month.**

A completed case, for which the contractor may bill ODJFS, is one in which the medical case has been developed, with its documentation supporting either an approval or denial of disability according to the social security disability guidelines submitted by the contractor to ODJFS for final determination; and which does not require a deferral by ODJFS back to the vendor for additional medical information.

The administrative fee will include medical testing, examinations, any possible transportation costs, case management, analysis of documents, customer service, case tracking, monitoring, reporting, IT expenses, and all administrative functions necessary to complete the work described in this RFP and necessary for the successful completion of the contract deliverables.

B. **Quality Assurance and Sub-Standard Performance Penalty**: The standard rate for case completions is 65 days, counting from the date of general Medicaid application to the date the case is entered into eQuIL. Following the contract effective date ODJFS will provide all reasonable assistance and guidance to the selected vendor, and will monitor performance to enhance project success. Then, beginning with the seventh month from the contract effective date, and continuing over the life of the contract (including any contract renewals) ODJFS will also assess the contractor's rate of case completions to determine if a sub-standard performance penalty is warranted. Should the contractor exceed the 65 day completion standard for 20% or more of cases completed in a given month, ODJFS will impose a penalty of a reduction of 10% of the monthly administrative fee for that month (or a following month, as most feasible) and may also initiate an additional corrective action plan to prevent recurrence of the problem.

- C. **Cost Proposal Form:** Vendors interested in this project are to propose their two rates, as described above, using the Cost Proposal Form (provided as Attachment D. to this RFP) in their sealed cost proposals, submitted in accordance with instructions provided in Section V., Proposal Format and Submission. Only those two rates may be proposed, and those two rates must reflect all costs related to this work. ODJFS will pay no additional fees or expenses other than the monthly administration fee and the per-completed-case rate, so vendors are to use their professional expertise to assess all costs and pricing considerations, and to propose to ODJFS their competitive prices accordingly. Vendors may, at their discretion, propose either or both of the two rates differently for each state fiscal year planned (e.g., through SFY 2016) for the contract. (Vendors are reminded that any contract renewals are based on multiple conditions and approval requirements.)

## SECTION V. PROPOSAL FORMAT & SUBMISSION

### 5.1 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:

- **Five** paper copies (**one signed original** and **Four** copies) and one CD-ROM copy of the Technical Proposal;

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.

**AND**

- in a sealed, separate envelope, **three** paper copies (**one signed original** and **two** copies) and one CD-ROM copy of the Cost Proposal.

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. on Thursday, January 05, 2012** Faxes and e-mailed submissions will not be accepted. **Proposals must be addressed to (and received at):**

**Contracts & Acquisitions  
Ohio Department of Job and Family Services  
30 East Broad Street, 31<sup>st</sup> 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 copies of ALL information, documents, and pages in the original proposal.

All copies (both paper and CD-ROM) of the original technical proposal must include identical copies of ALL information, documents, and pages in the original proposal. The entire vendor technical 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.

Along with the Technical proposal, the vendor must submit the Cost Proposal in a separate, sealed envelope/package labeled: **"NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR DISABILITY DETERMINATION SERVICES, RFP: JFSR1213078015 SUBMITTED BY [VENDOR'S NAME HERE]."**

The CD-ROM copy of the Technical Proposal must include all components of the technical proposal, including any required or voluntary attachments to it. The CD-ROM copy of the Cost Proposal must include all cost proposal components, including any required or voluntary attachments. **The CD-ROM containing the Cost Proposal must be submitted in the sealed envelope containing the hardcopy Cost Proposal.** Both CD-ROMs must be labeled with the vendor's name, the RFP number, and the proposal submission date or proposal due-date, at minimum. The requested CDs will be used by ODJFS for archiving purposes and for fulfillment of Public Records Requests, and failure to include them or to properly label them 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 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 will accept proposals at any time during normal ODJFS business hours prior to the posted submission deadline date and time. 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 31<sup>st</sup> Floor. All proposals must be received **no later than the specified deadline, both time and date, and by Contracts and Acquisitions (C&A), on the 31<sup>st</sup> 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.

## 5.2 Format for Organization of the Proposal

### A. Overall Proposal Organization

A sample Technical Proposal Score Sheet is provided as **Attachment C.** 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 five 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 (all required pages)
- Tab 2** Vendor Experience & Qualifications
  - Sub-Tab 2a.** Mandatory Vendor Qualifications (Section 3.1, A. through J.)
  - Sub-Tab 2b.** Organizational Experience & Capabilities (Section 3.2, A. through G.)
  - Sub-Tab 2c.** Staff Experience and Capabilities (Section 3.3, A. through F.)
- Tab 3** Information Technology Compatibility & Functionality (Section 3.4, A. through I.)
  - Sub-Tab 3a.**
  - Sub-Tab 3b. (... etc.)**
  - Sub-Tab 3i.** Items 3.4 A. through 3.4 I. must be addressed fully in Tab 3.
- Tab 4** Administrative Structures—Proposed Work Plan (Section 4.3, A. through E.)
  - Sub-Tab 4a.** Item A - Vendor's Technical Approach and Work Plan (All items in Sections 4.1, A. through K. and 4.2 are to be addressed here.)
  - Sub-Tab 4b.** Item B - Project Organizational Chart
  - Sub-Tab 4c.** Item C - Vendor's Organization Chart
  - Sub-Tab 4d.** Item D - Status Reporting Procedures
  - Sub-Tab 4e.** Item E - Proposed Project Timeline
- Tab 5** Vendor Attachments or Appendices (Optional, as needed)

All pages in the Technical Proposal must be sequentially numbered, with the exception of Tab 1 contents.

**NOTE:** Vendors are required to submit one additional CD-ROM copy (using TWO CD-ROMs) of their entire proposal package in non-rewriteable CD format. One CD-ROM is to contain the complete Technical Proposal, including any required or voluntary attachments to it, and the other CD-ROM is to contain the Cost Proposal including any required or voluntary attachments to it. **The CD-ROM containing the Cost Form must be submitted in the sealed envelope containing the hardcopy Cost Form.**

## 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.

**IMPORTANT:** Any vendor Technical Proposals found to contain any prohibited cost information shall be disqualified from consideration. Prohibited cost information is defined as any dollar amounts which ODJFS might find indicative of the relative cost or economy of the proposed

project. However, information on the assets, value, or historical business volume of the vendor is NOT considered to be such prohibited cost information, and MAY be included in any vendor's technical proposal. Any prohibited cost information must be submitted with the separate, sealed project budget/Cost Proposal. The Technical Proposal is defined as any part of the vendor's proposal (either as required by ODJFS or sent at vendor's discretion, such as work plan, resumes, letters of recommendation, letters of cooperation from any subcontractors, etc.) which is not specifically identified by ODJFS as a required component of the separate, sealed project budget/Cost Proposal. Should a vendor feel it is important to include any documents containing such prohibited cost information in the technical proposal, the cost information in those documents must be made unreadable by the vendor before submission of the proposal to ODJFS.

## 1. (Tab 1) Required Vendor Information & Certifications

**Attachment A—Section I.** -- In this section of Attachment A., the vendor is required to provide required information and certifications of eligibility for state contract awards, as described in Attachment A—Section I. to this RFP, entitled "Required Vendor Information & Certifications Document." Vendors may, at their discretion, either print **Attachment A—Section I.**, complete and sign it, 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 A.**) on their own letterhead, properly signed, 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 A—Section I.** in their Proposal Tab 1 risk disqualification.

**Attachment A—Section II.** -- Vendors are required to complete and sign the **Location of Business Form**, and return it as part of their Proposal Tab 1. Vendors who fail to provide a signed and completed form risk disqualification.

**Attachment A—Section III.** --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 A—Section III., Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization.** Vendors MUST complete and sign it, and return it as the content of their Proposal Tab 1. Vendors who fail to provide a signed and completed form 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 Attachment A., Sections I, II, and III.**) 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 8.8, Minority Business Enterprise or 8.9, Subcontractor Identification and Participation Information should also be provided in Tab 1.

In order to be acknowledged as a vendor with an Ohio presence (as described in RFP Section 8.24, Ohio Presence Consideration) for additional scoring consideration, the vendor must demonstrate in this Tab1 section of its proposal either that it currently has a physical presence in Ohio or has concrete plans for establishing a physical presence. Information to be presented includes the actual or proposed location of the vendor's presence, a description

of the work to be performed at that location, and the number of its personnel to operate from the Ohio location. If the Ohio location is planned but not yet operational, an estimated implementation schedule should be provided.

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

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

The vendor must include information to demonstrate how the vendor meets the mandatory qualifications as described in **Section 3.1**, of this RFP.

### b. Organizational Experience and Capabilities (Sub-Tab 2 b.)

In this section, the vendor is to include their response to the organization experience and capabilities requirements (including any subcontractors) as described in **Section 3.2**, of this RFP.

### c. Staff Experience and Capabilities (Sub-Tab 2 c.)

In this section, the vendor is to include their response to the staff experience and capabilities requirements (including any subcontractors) as described in **Section 3.3**, of this RFP.

## 3. (Tab 3) Vendor Information Technology Compatibility and Functionality

In this section, the vendor is to describe their technological compatibility and capabilities for using the ODJFS eQuIL system, as described in **Section 3.4**, of this RFP.

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

This section should describe in detail (in the order as outlined) the vendor's project plan for completing all work as described in this RFP and successfully achieving all project goals and completing all deliverables.

**Item A - Technical Approach and Work Plan:** The plan is to presented as specified in Section 4.3, Administrative Structures—Proposed Work Plan. This plan must provide to ODJFS a satisfactory overview of the processes, protocols, technical resources, and personnel the vendor would use to perform the work described in this RFP.

**At minimum, this plan must address all aspects of the work as outlined in Sections 4.1, Scope of Work (paragraphs A - K) and 4.2, Number of Participants; Project Data.** This information will be used by ODJFS to evaluate the adequacy of the vendor's understanding of the work and ability to successfully perform high quality work.

**Item B - Provide the Proposed Project Organizational Chart** (including any subcontractors):

**Item C - Provide the Organizational Chart of the Vendor Organization:**

**Item D - Provide Status Reporting Procedures:** This procedure will describe the vendor's plan for reporting work completed, and a detailed plan for the resolution of problems.

**Item E - Provide the Proposed Project Timeline:** The timeline is to present an activity schedule for the initial program implementation, as well as for the project activities overall.

## 5. (Tab 5) Vendor Attachments or Appendices

This section could, at the vendor's option, include excerpts/samples of work products described in this RFP.

### C. Separate, Sealed Cost Proposal

Three (one signed original and two copies) copies of the Cost Proposal must be submitted in a separate, sealed envelope, and labeled: **"NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR DISABILITY DETERMINATION SERVICES, RFP: JFSR1213078015 SUBMITTED BY [VENDOR'S NAME HERE]."**

This envelope/package must also contain the labeled Cost Proposal CD-ROM. The Proposal must include a statement that the prices quoted are firm.

Vendors are to complete the Cost Proposal Form, provided as **Attachment D**, to this RFP according to instructions, sign it, and submit it fully completed as the separate sealed cost proposal. The Cost Proposal Form requires interested vendors to provide specified rates for the full and satisfactory performance of the work described in this RFP. Vendors interested in this project are to propose their two rates - the per-completed-case rate and the monthly administrative services rate - using the Cost Proposal Form (provided as Attachment D. to this RFP) as their sealed cost proposals. ODJFS will pay no additional fees or expenses other than the monthly administrative services rate and the per-completed-case rate, so vendors are to use their professional expertise to assess all costs and pricing considerations, and to propose to ODJFS their competitive prices accordingly.

Vendors may, at their discretion, propose either or both of the two rates differently for each state fiscal year planned (e.g., through SFY 2016) for the contract. The prices offered in the vendor's Cost Proposal will be the prices in effect throughout the contract period, including any renewal contracts, as described in Section 1.5, Time Frames & Funding Source, of this RFP.

Vendors are to use the format in **Attachment D, Cost Proposal Form**, to submit their cost proposal of rates that would be effective for SFYs 2012 through 2016. At the vendor's discretion, additional documentation may also be included with the completed **Attachment D.**, as explanatory information, but when making the vendor selections and when executing the contract, ODJFS will consider only the dollar amounts displayed on the Cost Proposal Form.

In calculating their total proposed cost, vendors must consider all program costs, primary and incidental, necessary to complete all program activities (whether explicitly identified by ODJFS in this RFP or not). All costs the vendor would charge to this project, if awarded the contract, **MUST** be expressed by the per-completed case rate and the monthly administration rate; no other rates, expenses, fees, etc., will be considered by ODJFS.

#### **D. IMPORTANT – DISQUALIFIERS FOR PROPOSAL ERRORS:**

- Any vendor's Technical Proposal found to contain any cost information shall be disqualified from consideration. Cost information is defined as any dollar amounts which might be deemed to be indicative of the relative cost or economy of the proposed project. Information on the assets, value, or historical business volume of the vendor is NOT considered to be such prohibited cost information, and MAY be included in any vendor's technical proposal as information on business capacity and stability. All prohibited cost information must be submitted with the separate, sealed Cost Proposal. The Technical Proposal is defined as any part of the vendor's proposal (either as required by ODJFS or sent at vendor's discretion), such as work plan, resumes, letters of recommendation, letters of cooperation from any subcontractors, etc., which is not specifically identified by ODJFS as a required component of the separate, sealed Cost Proposal. Should a vendor determine to include in the technical proposal any documents which contain such cost information, the cost information in those documents must be made unreadable by the vendor before submission of the proposal to ODJFS. Failure to follow these instructions will result in disqualification.
- Any trade secret, proprietary, or confidential information (as defined in Section 8.5 of this RFP/RLB) found anywhere in a vendor's proposal shall result in immediate disqualification of that vendor's proposal.
- **Any sensitive personal information on vendor or sub-contract staff (e.g., social security numbers, addresses) must be omitted from vendor proposals, or rendered fully unreadable, or ODJFS may at its option disqualify the vendor from any consideration.**

### **SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION**

#### **6.1 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 of Ohio Health Plans and/or 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 described in this RFP. 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 the intent is not unreasonably obscured. 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 submitted must pass Phase I. Review as required in the Technical Proposal Score Sheet. **Any "no" for the listed Phase I. criteria will eliminate a proposal from further consideration. Please refer to Attachment C, Technical Proposal Score Sheet for a complete listing of initial disqualifiers.**

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

The PRT will then score those qualifying technical proposals, not eliminated in Phase I. Review, by assessing how well the vendor meets the requirements as specified in the RFP. Using the score sheet for Phase II scoring (see Attachment C. 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.

Any proposal which does not meet the minimum required technical proposal score as defined in Attachment C will be disqualified from any further consideration and its cost proposal will neither be opened nor considered. Vendors who demonstrate that they are an MBE/EDGE vendor, or that will subcontract at least 15% of the work to an MBE or EDGE subcontractor, will receive additional consideration as specified in the Technical Proposal Score Sheet. Please refer to Attachment C, Technical Proposal Score Sheet for maximum and minimum allowable scoring thresholds and definitions of scoring values.

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

After establishing which vendor proposals are technically qualified to advance to Phase III for consideration of their corresponding cost proposals, ODJFS will add a specified points to the proposals of those vendors which have also demonstrated an Ohio presence as described in Sections 8.24 of this RFP. For those technically qualified vendors with an Ohio presence, their final technical score will be the sum of the score they earned according to the Phase II review described above plus the additional points, as specified on the Technical Proposal Score Sheet (Attachment C). That sum will be then used for those vendors in Phase III, as described below.

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

The Cost Proposal will be reviewed by ODJFS. The grand total\* of each technically qualified vendor's Cost Proposal is divided by that vendor's final Technical Proposal score. This compares the cost with the quality of the Technical Proposal, which will provide an average cost-per-quality point earned on the Technical Proposal. The qualifying vendor offering the most responsive, responsible cost, as indicated by the lowest cost-per-quality point, will be recommended for contract award.

ODJFS may, at its sole discretion, negotiate with all technically qualifying vendors for a revised cost proposal. Vendors may then submit one last and best offer, or may request that ODJFS view its original cost proposal as its last and best offer, or may formally withdraw from further consideration, and shall formally indicate its choice according to directions provided by ODJFS at that time. Upon receipt of all last and best offers, ODJFS will then consider those vendors' revised cost proposals which are within the budget according to the process described in this section above, and in the Technical Proposal Score Sheet, **Attachment C.**, for vendor selection purposes.

\* The grand total shown on cost proposal forms is only a tool for the selection of a vendor, and is NOT to be considered the actual value of the selected vendor's contract. The contractor will be paid the work it actually performs and successfully completes according to standards for quality and timeliness as established in this RFP, using the selected vendor's per-completed-case rate and monthly administrative fee as the basis.

## **6.2 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 2.3 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.

## **6.3 Final Vendor Recommendation**

The PRT will recommend to the Director of ODJFS (or the Director's Designee) the technically qualified vendor offering the proposal most advantageous to ODJFS, as determined by the processes and requirements established in this RFP. ODJFS reserves the right not to award any contracts as a result of this RFP.

## **6.4 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 score in the technical proposal will prevail.

## **SECTION VII. PROTEST PROCEDURE**

### **7.1 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 the 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 2.1, Anticipated Procurement Timetable, 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 *sixth (6th)* business day after the issuance of formal letters sent to all responding vendors regarding the State's intent to make the award. The date on these ODJFS letters to responding vendors is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.
- 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 ODJFS' Office of Legal & Acquisition Services 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. ODJFS' Office of Legal & Acquisition Services 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.

## 7.2 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 VIII. 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.

### **8.1 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.

### **8.2 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.

### **8.3 Start Work Date**

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

### **8.4 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 8.2, above).

### **8.5 Trade Secrets Prohibition; Public Information Disclaimer**

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

All proposals and any other documents submitted to ODJFS in response to any RFP, RLB, etc., shall become the property of ODJFS. This RLB and, after the selection of a vendor for award, any proposals

received in response to an RFP/RLB and opened, reviewed and considered by ODJFS are deemed to be public records pursuant to R.C. 149.43. For purposes of this section, the term "proposal" shall mean both the technical proposal (or application or other response documentation) and the cost proposal, if opened, submitted by the selected vendor/applicant, and any attachments, addenda, appendices, or sample products.

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

## **8.6 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 B.** of this RFP;
- B. Many of the terms and conditions contained in the model contract (See Attachment B.) 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. All requested 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 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.

## **8.7 Travel Reimbursement**

Travel should be folded into the overhead, per diem, or the hourly rates which are built into the cost of the deliverables. Travel is not to be listed separately unless otherwise specified in Section 5.2 C. (Proposal Format and Submission – Cost Proposal) of this RFP.

## **8.8 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.

**There may be no dollar amounts of any kind included with the MBE information; inclusion of dollar amounts will result in the disqualification of the primary vendor's entire proposal.**

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.

## **8.9 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.

**There may be no dollar amounts of any kind included with sub-contractor information; inclusion of dollar amounts will result in the disqualification of the primary vendor's entire proposal.**

### **8.10 Public Release of Records**

Public release of any evaluation or monitoring reports funded under this agreement will be made only by ODJFS. Prior to public release of such reports, ODJFS must have at least a 30-day period for review and comment.

### **8.11 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.

### **8.12 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.

### **8.13 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.

### **8.14 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 should 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.

### **8.15 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.

### **8.16 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.

### **8.17 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 B.** 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.

### **8.18 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.

### **8.19 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.

### **8.20 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.

### **8.21 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.

### **8.22 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.

### **8.23 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 A.—Section III 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 Attachment A will 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](http://www.homelandsecurity.ohio.gov.dma.asp) or via e-mail to [dma-info@dps.state.oh.us](mailto:dma-info@dps.state.oh.us) for the current list of excluded organizations and additional information.

### **8.24 Ohio Presence Consideration**

Vendors that can demonstrate in their proposals that they either currently have a physical presence in Ohio or have concrete plans for establishing a physical presence will be given additional scoring consideration. In order to be acknowledged as a vendor with an Ohio presence, vendors must comply with instructions provided in this RFP, Section 5.2, Format for Organization of the Proposal, and provide information on the nature of the work and the number and type of vendor personnel at the Ohio location. Details of how an Ohio presence will be considered in the proposal scoring process are provided in Section 6.1, Scoring of Proposals.

### **8.25 Prohibition Against Services Performed Outside the United States**

All vendors seeking an award of an ODJFS contract must attest that no funds provided by ODJFS would 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. This required attestation is identified as the "Location of Business Form" included in the "Required Vendor Information & Certifications Documents," provided as Attachment A., Section II., to this RFP. The entire form 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. **Failure to properly complete Attachment A will result in the disqualification of the vendor's proposal from consideration.**

**SECTION IX. ATTACHMENTS, APPENDICES, AND THEIR USES****Attachments:**

- A. **Required Vendor Information and Certifications** *(To be completed & included in proposal packet as specified in Section. 5.2, B., 1.)*
- B. **ODJFS Model Contract** *(For vendor reference purposes)*
- C. **Technical Proposal Score Sheet** *(For vendor self-evaluation purposes...do not submit)*
- D. **Cost Proposal Form** *(To be completed & included in cost proposal packet as specified in Section 5.2, C.)*

**Appendix: "eQuil Web Service Interface" Document**

Thank you for your interest in this project.

# **Attachment A**

**Attachment A consists of 3 distinct and different sections.  
All sections must be completed and included in Tab 1 of  
the proposal.**

**Section I – Required Vendor Information**

**Section II - Location of Business Form**

**Section III – Declaration Regarding Material Assistance**

Attachment A

**REQUIRED VENDOR INFORMATION and CERTIFICATIONS**

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

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

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

**Vendors must provide all information**

<b>1. ODJFS RFP/RLB #:</b>	<b>2. Proposal Due Date:</b>
<b>3. Vendor Name:</b> (legal name of the vendor – person or organization – to whom contract\purchase payments would be made)	
<b>3a. Vendor’s Ohio Administrative Knowledge System (OAKS) ID#:</b> [Vendors may apply for an OAKS vendor ID# at: <a href="http://ohiosharedservices.ohio.gov/Vendors.aspx">http://ohiosharedservices.ohio.gov/Vendors.aspx</a> . The necessary forms to be completed and remitted to Ohio Shared Services are the Vendor Information Form (OBM-5657) and the IRS Form W-9. Completion and/or submission of these forms to Ohio Shared Services <u>does not</u> assume a vendor/applicant award of any ODJFS contract/grant.]	
<b>4. Vendor Corporate Address:</b>	<b>5. Vendor Remittance Address:</b> (or “same” if same as Item # 5)
<b>6. Print or type information on the vendor representative/contact person <u>authorized to answer questions on the proposal\bid</u>:</b>  <b>Vendor Representative NAME and TITLE:</b> <b>Address:</b>  <b>E-Mail Address:</b> <b>Phone #:</b> _____ <b>Fax #:</b> _____	
<b>7. Print or type the name of the vendor representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function):</b>  <b>Vendor Representative NAME and TITLE:</b> <b>Address:</b>  <b>E-Mail Address:</b> <b>Phone #:</b> _____ <b>Fax #:</b> _____	

8. Is this vendor an Ohio certified MBE? Yes No If yes, attach a copy of current certification to proposal\bid. (IF ODJFS has specified the RFP\RLB\purchase document as an opportunity open exclusively to Ohio Certified MBEs, then failure to attach a copy of current certification WILL RESULT IN DISQUALIFICATION.)

**9. Mandatory Vendor Certifications:**

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

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

AND

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

AND

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

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

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

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

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

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

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

Subcontractor Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Work To Be \_\_\_\_\_  
Performed: \_\_\_\_\_  
(a brief description) \_\_\_\_\_

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

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

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

**C. Identify all state contracts which the vendor has had approved by the Controlling Board since the beginning of the last fiscal year (i.e., since July 01, 2010) through this fiscal year to date. Also include contracts approved for ODJFS or institutions of higher education:**

**Total number of contracts:** \_\_\_\_\_

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

**State Agency/Educational Institution:** \_\_\_\_\_

**Contract Dollar Amount:** \_\_\_\_\_

**State Agency/Educational Institution:** \_\_\_\_\_

**Contract Dollar Amount:** \_\_\_\_\_

**State Agency/Educational Institution:** \_\_\_\_\_

**Contract Dollar Amount:** \_\_\_\_\_

*Attach additional pages if needed*

### **11. Vendor and Grantee Ethics Certification**

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

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

(2) I have reviewed and understand 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.

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

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

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

**Attachment A.**

**Location of Business Form**

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

1. Principal location of business of Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Entity Name

\_\_\_\_\_  
Address (Principal place of business)

\_\_\_\_\_  
Printed name of individual authorized  
to sign on behalf of entity

\_\_\_\_\_  
City, State, Zip



Ohio Department of Public Safety  
Division of Homeland Security  
<http://www.homelandsecurity.ohio.gov>

**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.

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**

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.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No
- 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?  
 Yes  No

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

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

**C-1213-07-0000**

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

**ARTICLE I. PURPOSE; DELIVERABLES**

- A. The purpose of this Contract is **INSERT PURPOSE**. CONTRACTOR will perform its responsibilities under this Contract ("Deliverables") as follows:  
  
**(SPECIFIC DELIVERABLES TO BE INSERTED HERE)**
- B. CONTRACTOR agrees to furnish its own support staff and services as necessary for the satisfactory performance of the work described in Section A, above.
- C. The ODJFS Contract Manager is **ODJFS Agreement Manager Name**.
- D. 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.
- E. 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 are 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 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 to 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 Section B, below) or \_\_\_\_\_, whichever is later, through \_\_\_\_\_, 2013, unless this Contract is suspended or terminated pursuant to ARTICLE IV prior to the expiration date. **This Contract may be renewed through \_\_\_\_\_, 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 Office of Budget and Management, State of Ohio, first certifies, pursuant to ORC 126.07, 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 Dollar Amt Dollars (**\$Total**). ODJFS will pay an amount up to SFY1 Dollar Amt Dollars (**\$SFY1**) for State Fiscal Year SFY1 and up to SFY2 Dollar 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 for actual expenditures incurred and paid by CONTRACTOR during the billing period pursuant to CONTRACTOR's accepted **budget or cost proposal [SELECT ONE]** CONTRACTOR's accepted budget or cost proposal included in the Application attached as Attachment \_\_\_\_, which is incorporated by reference as follows **[INSERT BUDGET]**
- C. CONTRACTOR will submit three (3) copies of detailed invoices on a \_\_\_\_\_ basis to the ODJFS Bureau of Accounts Payable at 30 East Broad Street, 37th 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, including such detail as required per the compensation section of this Contract, deliverables completed, description of services rendered, hourly rates and numbers of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Contract;
  5. Description of Deliverables performed during the billing period; and
  6. Receipt or other proof of cost (if applicable).
- 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 shall automatically terminate upon expiration of the time period in ARTICLE II, upon completion of performance, 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 IX.
- D. Except as provided in Sections A and B of this Article, 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 B 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 Paragraph 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 IX, 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 subgrant agreements 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 contract or subgrant 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 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 42 USC 1320d -1320d-8 and the implementing regulations found at 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 subgrant agreements 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. BUSINESS ASSOCIATE REQUIREMENTS UNDER HIPAA

- A. The definitions contained in this Section are derived from federal law. Should there be any conflict between the meanings assigned in this Contract and the meanings defined in applicable federal law, even in the event of future amendments to law that create such conflict, the definitions found in federal law shall prevail.
1. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.
  2. "Covered Entity" means a health plan, a health care clearinghouse, or health care provider (45 CFR 160.103).
  3. "Business Associate" means a person or entity that, on behalf of the Covered Entity, performs or assists in the performance of a function or activity that involves the use or disclosure of "Protected Health Information" (45 CFR 160.103).
  4. "Protected Health Information" ("PHI") means information received from or on behalf of a Covered Entity that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501 and any amendments thereto (45 CFR 164.501).
- B. CONTRACTOR acknowledges that ODJFS through its Office of Ohio Health Plans is a Covered Entity under HIPAA. CONTRACTOR further acknowledges that it is a Business Associate of ODJFS, and, in carrying out the work described in this Contract, the CONTRACTOR agrees to comply with all of the following provisions:
1. **Permitted Uses and Disclosures.** CONTRACTOR shall not use or disclose PHI except as provided in this Contract or as otherwise required under HIPAA regulations or other applicable law.
  2. **Safeguards.** CONTRACTOR shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the ODJFS against use or disclosure not provided for by this Contract.
  3. **Reporting of Disclosures.** CONTRACTOR shall promptly report to ODJFS any knowledge of uses or disclosures of PHI that are not in accordance with this Contract or applicable law. In addition, CONTRACTOR shall mitigate any adverse effects of such a breach of confidentiality to the greatest extent possible.
  4. **Agents and Subcontractors.** CONTRACTOR shall ensure that all its agents and subcontractors that receive PHI from or on behalf of CONTRACTOR and/or ODJFS agree to the same restrictions and conditions that apply to CONTRACTOR with respect to the use or disclosure of PHI.

5. **Accessibility of Information.** CONTRACTOR shall make available to ODJFS such information as ODJFS may require to fulfill its obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 CFR 164.524 and 164.528 and any amendments thereto.
6. **Amendment of Information.** CONTRACTOR shall make PHI available to ODJFS so that ODJFS may fulfill its obligations pursuant to HIPAA to amend the information. As directed by ODJFS, CONTRACTOR shall also incorporate any amendments into the information held by CONTRACTOR and shall ensure incorporation of any such amendments into information held by CONTRACTOR's agents or subcontractors.
7. **Disclosure.** CONTRACTOR shall make available to ODJFS and to the Secretary of the U.S. Department of Health and Human Services any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from ODJFS, or created or received by CONTRACTOR on behalf of ODJFS. Such access is for the purpose of determining ODJFS' compliance with HIPAA, regulations promulgated by the United States Department of Health and Human Services, and any amendment thereto.
8. **Return or Destruction of Information.** Upon termination of this Contract and at the request of ODJFS, CONTRACTOR shall return to ODJFS or destroy all PHI in CONTRACTOR's possession stemming from this CONTRACT, and shall not keep copies of the PHI except as requested by ODJFS or required by law. If CONTRACTOR, its agent(s), or subcontractor(s) destroy any PHI, then CONTRACTOR will provide to ODJFS documentation evidencing such destruction. Any PHI retained by CONTRACTOR shall continue to be extended the same protections set forth in this Section and HIPAA regulations for as long as it is maintained.
9. **American Recovery and Reinvestment Act of 2009.** CONTRACTOR agrees to comply with the terms of Subtitle D of Title XIII of the American Recovery and Reinvestment Act of 2009.

#### **ARTICLE IX. CONTRACTOR CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS**

By accepting this Contract and by executing this Contract, CONTRACTOR hereby affirms current and continued compliance with each condition listed in this Article. CONTRACTOR's certification of compliance with each of these conditions is considered a material representation of fact upon which 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 to be *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, subgrantees, 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 agreement 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, subgrantees, 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, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of compensation, and eligibility for in-service training programs.
  - c. CONTRACTOR agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
  - d. CONTRACTOR will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.
3. **Ethics 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 2011-03K 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, 31<sup>st</sup> 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 subgrantees 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. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**
  - a. CONTRACTOR certifies that by executing this Contract, it has reviewed, understands, and will abide by the Governor's Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.
  - b. Prior to performing any services, and when there is a change in the location of any services provided under this Contract, CONTRACTOR must disclose:
    - (1) The location(s) where all services will be performed by CONTRACTOR or any subcontractor;
    - (2) The location(s) where any state data associated with any of the services through this Contract will be accessed, tested, maintained, backed-up, or stored; and
    - (3) The principal location of business for the contractor and all subcontractors.
  - c. CONTRACTOR also affirms, understands, and agrees to immediately notify ODJFS of any change or shift in the location(s) of services performed by CONTRACTOR or its subcontractors under this Contract, and no services shall be changed or shifted to a location outside of the United States.
  - d. **TERMINATION, SANCTION, DAMAGES:** ODJFS is not obligated and shall not pay for any services provided under this Contract that CONTRACTOR or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Contract, and CONTRACTOR shall immediately return to ODJFS all funds paid for those services.

In addition, if CONTRACTOR or any of its subcontractors perform any such services outside of the United States, ODJFS may, at any time after the breach, terminate this Contract for such breach, upon written notice to CONTRACTOR. If ODJFS terminates the Contract, ODJFS may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.
12. **Certification of Compliance.** CONTRACTOR certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

#### **ARTICLE X. MISCELLANEOUS PROVISIONS**

- A. **Independent Contractor.** CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between 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 V. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by CONTRACTOR's subcontractor(s) will be considered controllable by CONTRACTOR, except for third-party manufacturers supplying commercial items and over whom CONTRACTOR has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.

## ARTICLE X. 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.
- F. **Avoidance of Conflicts of Interest by Contractor**
1. ODJFS intends to avoid any real or apparent conflict of interest on the part of CONTRACTOR or its officers, directors, employees, subcontractors, or officers or directors of subcontractors in the performance of the Managed Care Enrollment Center Services (the "Program") under this Contract. Thus, ODJFS reserves the right to determine, at its sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require CONTRACTOR to submit additional information or a plan for resolving the conflict, subject to ODJFS's review and prior approval.
  2. Conflicts of interest include, but are not limited to:
    - a. An instance where CONTRACTOR or any of its officers, directors, employees, or subcontractors, or officers or directors of subcontractors has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services

under this Contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of this Contract.

- b. An instance where CONTRACTOR's or any of its subcontractors' officers, directors, or employees use their position for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.
3. If ODJFS is or becomes aware of a known or suspected conflict of interest, CONTRACTOR will be given an opportunity to submit additional information or to resolve the conflict. If suspected of conflict of interest, CONTRACTOR will have five (5) business days from the date of notification of the conflict by ODJFS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by ODJFS and cannot be resolved to the satisfaction of ODJFS, the conflict will be grounds for terminating the Contract. ODJFS may, at its discretion upon receipt of a written request from CONTRACTOR, authorize an extension of the timeline indicated herein.
4. CONTRACTOR shall submit for ODJFS review and approval a "Conflict of Interest Disclosure Statement" (Disclosure Statement), a "Conflict of Interest Disclosure Statement Questionnaire" (Questionnaire) and, as necessary, a "Conflict of Interest Disclosure Avoidance Plan" (Avoidance Plan), using the following timetable:
  - a. The originals submitted two (2) weeks after the effective date of this Agreement;
  - b. An update Disclosure Statement submitted January 1st of each calendar year thereafter;
  - c. The originals completed by new Medicaid managed care program personnel within ten (10) business days of their hire; and
  - d. An update completed by Program personnel who experience a change in holdings that may create a real or apparent conflict of interest within ten (10) business days of such change.
5. The Disclosure Statement shall fully describe any direct or indirect interest CONTRACTOR, or any parent company or subcontractor, has in any managed care organization (MCO), prepaid inpatient health plan (PIHP), prepaid ambulatory health plan (PAHP), primary care case management (PCCM), or other healthcare provider in the State of Ohio (as defined in 42 CFR 438.810), together with the name and position description of CONTRACTOR, or any parent, director, officer, employee, consultant, or subcontractor (or any of its employees, consultants, or subcontractors) about whom the disclosure is being made.

At a minimum, CONTRACTOR's Disclosure Statement shall disclose the name and address of any and all MCO, PIHP, PAHP, PCCM, or other healthcare provider in the State of Ohio in which:

- a. CONTRACTOR, or any parent corporation, director, officer, consultant, or employee, or any subcontractor or its parent corporation, director, officer, consultant, or employee has a direct or indirect interest of any dollar amount;
  - b. CONTRACTOR, or any parent corporation, director, officer, consultant, or employee, or any subcontractor or its parent corporation, director, officer, consultant, or employee assigned to the Contract is a director, officer, partner, trustee, employee, or holder of a management position, or is self-employed; and
  - c. CONTRACTOR, or any parent corporation, director, officer, consultant, or employee, or any subcontractor or its parent corporation, director, officer, consultant, or employee assigned to the Contract has derived any direct or indirect income within the twelve (12) months immediately prior to the submittal of a proposal.
6. The Avoidance Plan shall include procedures to:
    - a. Guard against conflict of interest;

- b. Hold separate any disclosed relationships or any potential conflict of interest relationships that could arise during the life of the Contract, including but not limited to such problematic matters as financial interactions, reporting, sharing of office space, staff interactions, or CONTRACTOR fulfillment of Contract responsibilities; and
  - c. Ensure that CONTRACTOR shall discharge its responsibilities and duties with disinterested skill, zeal, and diligence, and that neither CONTRACTOR, nor any parent corporation, director, officer, consultant, or employee, or any subcontractor or its parent corporation, director, officer, consultant, or employee will be in a position to exploit that position for private benefit or for the benefit of another related party whose interests are or may be in conflict with the interests of ODJFS.
- 7. Questionnaires shall be completed by all Program personnel and, of those with real or apparent conflicts of interest, Avoidance Plans shall be completed. CONTRACTOR shall provide copies of all Questionnaires and, as necessary, all Avoidance Plans, to ODJFS using the timetable described above.
  - 8. CONTRACTOR shall disclose the name of any proposed subcontractor, consultant, officer, director, or employee who is or was employed by the State of Ohio, ODJFS or other health and human services agency, the Governor's office, the Office of Budget and Management, the office of the Attorney General, and/or the Ohio Legislature as of March 16, 2009.
  - 9. If a real or apparent conflict exists, CONTRACTOR shall submit an Avoidance Plan, together with the Disclosure Statement and Questionnaire, which includes procedures to hold such relationships separate and/or to safeguard against conflicts. If CONTRACTOR has nothing to disclose under this section, it shall so certify in its Disclosure Statement.
  - 10. CONTRACTOR shall furnish to ODJFS the ownership and control information required by 42 CFR 438.810 prior to CED.
  - 11. CONTRACTOR's representative, or the selected designee, shall certify under penalty of perjury that such reports and updates to such reports are accurate, complete and current to the best of that individual's knowledge and belief unless the requirement is expressly waived by the ODJFS Contract Manager in writing.

#### **ARTICLE XI. CONSTRUCTION**

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

In actual contract,

The Signature Page Follows Here:

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**RFP: JFSR1213078015**  
**ATTACHMENT C**  
**Technical Proposal Score Sheet**

**PHASE I: Initial Qualifying/Acceptance Criteria**      **Vendor 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 QUALIFYING/ACCEPTANCE CRITERIA	RFP Sec. Reference	Y E S	N O
1	Was the vendor's proposal received by the deadline as specified in the RFP?	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, fully signed where applicable, by the vendor's responsible representative, as described in <b>Attachment A</b> to the RFP?	5.2, B., 1.		
4	Has the proposal demonstrated the vendor's access to a statewide medical provider network of appropriately licensed and/or credentialed professionals?	3.1, A		
5	Has the vendor's proposal demonstrated experience with Medicaid and/or private or commercial health care programs?	3.1, B		
6	Has the vendor's proposal demonstrated experience reviewing electronic patient clinical records and making medical determinations?	3.1, C		
7	Has the vendor's proposal identified, by position and by name, <b>at least one Board Certified physician*</b> (M.D./D.O.), for medical case management and consultation regarding appropriate testing and/or consultative examination needs relative to the Social Security Disability Guidelines?	3.1, D		
8	Has the vendor's proposal identified <b>at least one licensed registered nurse*</b> (R.N.), by position and by name, for medical case management and consultation regarding appropriate testing and/or consultative examination needs relative to the Social Security Disability Guidelines?	3.1, E		
9	Has the vendor's proposal identified <b>at least one Board Certified psychologist/psychiatrist*</b> (Ph.D/Psy.D/Ed.D), by position and by name, for medical case management and consultation regarding appropriate testing and/or consultative examination needs relative to the Social Security Disability Guidelines?	3.1, F		
10	Has the vendor's proposal demonstrated electronic interface capability with Ohio's current electronic disability processing system, eQuIL?	3.1, G		
11	Has the vendor's proposal described the vendor's computerized tracking system?	3.1, H		
12	Has the vendor's proposal demonstrated the vendor's ability to submit and receive information and test results electronically as multi-age page TIFF image files?	3.1, I		
13	Has the proposal demonstrated the vendor's ability to comply with HIPAA rules and regulations?	3.1, J		
14	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 RFP?	5.2, D. 8.5		
15	Did the vendor remove all personal confidential information (such as home addresses and social security numbers) of vendor staff and/or of any subcontractor and subcontractor staff from resumes or any other part of the proposal package?	3.3		

**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 (OHP). 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 RFP, and assign the appropriate corresponding 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 RFP requirement was not addressed in the vendor's proposal, **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 fulfills a particular RFP requirement in all material respects, potentially with only minor, non-substantial deviation, **Score: 8**

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

The review team will collectively score each individual qualifying proposal. A technical proposal’s total PHASE IIA. score will be the sum of the point value for all the evaluation criteria. Technical proposals which do not meet or exceed a total score of at least **998** points (a score which represents that the selected vendor has the capability to successfully perform the project/program services) out of a maximum of **1296** 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 IIB., of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Weight x Points Extension
<b>VENDOR QUALIFICATIONS</b>								
<b>MANDATORY QUALIFICATIONS</b>								
To what level of quality/ to what degree, relative to ODJFS project needs, does the vendor’s proposal...:								
1	- demonstrate the vendor’s access to a suitable statewide medical provider network of appropriately licensed and/or credentialed professionals?	3.1, A.	3					
2	- demonstrate appropriate experience with Medicaid and/or private or commercial health care programs?	3.1, B.	3					
3	- demonstrate appropriate experience reviewing electronic patient clinical records and making medical determinations?	3.1, C.	3					
4	- identify, by position & by name, at least one board certified physician (M.D./D.O.), whose qualifications meet or exceed ODJFS requirements for the project’s medical case management & consultation duties?	3.1, D. and 3.3, B.	3					
5	- identify, by position & by name, at least one licensed registered nurse (R.N.), whose qualifications meet or exceed ODJFS requirements for the project’s medical case management & consultation duties?	3.1, E. and 3.3, C.	3					
6	- identify, by position & by name, at least one licensed psychologist/board certified psychiatrist (Ph.D/Psy.D/Ed.D), whose qualifications meet or exceed ODJFS requirements for the project’s medical case management & consultation duties?	3.1, F. and 3.3, D.	3					
7	- demonstrate appropriate electronic interface capability with Ohio’s current electronic disability processing system, eQuIL?	3.1, G.	3					
8	- describe an adequate computerized tracking system for the project?	3.1, H.	3					
9	- demonstrate adequate ability to submit and receive information and test results electronically as multi-page TIFF image files?	3.1, I.	2					
10	- demonstrate appropriate ability to comply with HIPAA rules and regulations?	3.1, J.	3					
Proposals that do not earn a score of either ‘meets’ or ‘exceeds’ on all the above criteria will not advance and will be disqualified from consideration.								
<b>ORG. EXPERIENCE &amp; CAPABILITIE</b>								
Based on the information in the vendor’s proposal, how and to what degree does the vendor, as an organization, have experience relevant to ODJFS needs in each of the following:								
11	- participation in independent medical review that included, at minimum, the identification of medical issues that require medical advice or clarification to ensure that all medical issues identified have been adequately addressed?	3.2, A.	2					
12	- participation in independent medical review that included, at minimum, providing confirmation or rebuttal statements of other medical assessments?	3.2, A.	1					
13	- participation in independent medical review that included, at minimum, testimony at hearings or trials?	3.2, A.	1					
14	- participation in peer review activities that included, at minimum,	3.2, B.	1					

	having been previously assessed through peer review?							
15	- participation in peer review activities that included, at minimum, participation in the peer review process as a reviewer?	3.2, B.	1					
16	- participation in peer review activities that included, at minimum, establishment of policy and quality assurance procedures for peer review?	3.2, B.	1					
17	- experience in the clinical assessment of individuals with physical and/or mental impairments and their medical and behavior support needs?	3.2, C.	3					
18	- experience reviewing electronic clinical records and making medical determinations on requests for coverage of services under any public or private health insurance program, including, at minimum, making recommendations about the clinical evidence?	3.2, D.	3					
19	- experience under any public or private health insurance program in reviewing electronic clinical records and electronic health care claims prior to payment processing to at minimum, determine medical necessity?	3.2, D.	3					
20	- experience with the Medicaid program and/or Public Assistance Programs?	3.2, E.	2					
21	- experience in communicating with disabled individuals?	3.2, F.	2					
<b>STAFF EXPERIENCE &amp; CAPABILITIES</b> (note: 3.3, B., 3.3, C., and 3.3,D. are scored in the Mandatory Qualifications section, above.)								
22	Does the proposal identify a project manager, by position and by name, who is suitable for the success of this project? (e.g., with, at minimum, at least three years experience managing projects of the electronic review of clinical records for medical determinations for coverage under a public or private health insurance program)	3.3, A.	4					
23	Does the proposal describe project staffing plan that would be capable of handling the case volume and case completion rate as identified in the RFP?	3.3, E.	4					
24	Does the vendor propose a statewide medical provider network of appropriately licensed and/or credentialed professionals, and explain how that network would be appropriate and adequate to meet ODJFS needs as described in the RFP?	3.3, F.	3					
<b>Vendor IT Compatibility and Functionality</b>								
25	- Does the proposal establish that the vendor has the ability to utilize the WSDL interface (per the eQuil Web Service Interface appendix) for uploading documents into eQuil?	3.4, A.	1					
26	- Does the proposal describe the vendor's the ability to comply with ODJFS needs for a secure network connection that supports VPN or public / private keys to JFS for the vendor to securely upload documents into eQuil?	3.4, B.	1					
27	- Does the proposal establish that the vendor has the ability to comply with stated ODJFS needs for the separation and upload of case documents accurately according to the document type?	3.4, C.	1					
28	- Does the proposal expressly confirm that the vendor has Microsoft Internet Explorer 6 or higher?	3.4, D.	1					
29	- Does the proposal expressly confirm that they have an updated Oracle Java desktop client?	3.4, E.	1					
30	- Has the proposal identified an adequate Anti Virus solution and described the process for maintaining it, such that ODJFS could be assured that scanned documents will not contain malware ?	3.4, F.	2					
31	- Does the proposal establish that the vendor has the ability to organize, scan, and upload case documents by Medicaid recipient ID?	3.4, G.	1					
32	- Has the proposal demonstrated that the vendor has the capacity to scan case documents from all 88 CDJFS and to adhere to the timeliness standards set forth in the RFP?	3.4, H.	1					
33	- Has the proposal confirmed that scanned documents will be in multi-page TIFF 4 format, and described the vendor's technical abilities to conform with and implement ODJFS standards for readability as described in Section 3.4 (whatever paragraph) of the RFP?	3.4, I.	1					
<b>ADMIN. STRUCTURES—PROPOSED WORK PLAN</b>								
<b>Based on the information provided in the vendor's proposal, to what degree would the vendor's technical approach and work plan, if implemented, meet ODJFS needs for the successful</b>		4.3, A.						

completion of the work described in the RFP? Specifically, to what extent would the vendor's plan meet ODJFS needs for:								
34	- uploading the contractor's fully developed medical/psychological case into eQuIL, with appropriate JFS disability forms and at least one piece of supporting medical documentation?	4.3 A. and 4.1, A.	1					
35	- ensuring that disability cases are fully developed, with adequate medical evidence to support or deny a case, so that cases do not result in a deferral by the ODJFS disability determination unit?	4.3 A. and 4.1, A.	1					
36	- a statewide medical provider network for medical/ psychological testing, consultative examinations, residual functional capacity evaluations, and as needed, completion of disability questionnaires (e.g., JFS 07302, JFS 07308)?	4.3 A. and 4.1, B.	1					
37	- handling approximately 675 cases per week, 35,000 cases per year with a performance rate standard of 80% case completion within 65 days from date of general Medicaid application to date of upload into eQuIL?	4.3 A. and 4.1 C.	3					
38	- accessing a medical professional network appropriate to the geographic distribution of Ohio's disability applications?	4.3 A. and 4.1 D.	3					
39	- providing a secure communication pathway available to CDJFS for submission of the disability JFS 07004 social summary form, medical releases, authorized representative forms and any medical documentation that may be submitted initially to the CDJFS;	4.3 A. and 4.1 E, 1	3					
40	- providing a procedure for ensuring that a receipt for documents is provided to CDJFS for the submitted forms;	4.3 A. 4.1 E, 2	1					
41	- providing a secure communication pathway preferably email for inquiries from and to ODJFS disability determination area CMS mailbox as well as the CDJFS disability mailboxes;	4.3 A. and 4.1 E, 3	2					
42	- maintaining a case tracking system to include at least the recipient identification number, recipient demographics and other pertinent data that will provide for ease of contact, medical information requested, dates of request, provider from whom records have been requested, date medical information expected, and the stage of case development process	4.3 A. and 4.1 E, 4	2					
43	- producing metrics reports such as monthly/ yearly case volume, adherence to contractual 65 day expectations, received & submitted cases per county, age of case per county, etc.	4.3 A. and 4.1 E, 5	2					
44	- contacting the individual applicant when necessary and track documentation of such;	4.3 A., 4.1 E, 6	2					
45	- maintaining an internet connection for access to Social Security Disability Guidelines;	4.3 A., 4.1 E, 7	1					
46	- obtaining any existing medical documentation that is dated within 18 months of the general Medicaid application date and is relevant to the individual applicant's alleged disabilities as identified on the JFS 07004 social summary form;	4.3 A. and 4.1 E, 8	1					
47	- obtaining a completed JFS 07302 basic medical form, JFS 03606 medication dependencies form (note JFS 03606 not mandated, but helpful) and the JFS 07308 mental functional capacity assessment form (if appropriate according to alleged disabilities) from the individual applicant's provider(s);	4.3 A. and 4.1 E, 9	1					
48	- determining if further testing and/or consultative examinations are warranted for case development according to the Social Security Disability guidelines;	4.3 A, 4.1 E, 10	1					
49	- scheduling consultative examinations and medical/psychological testing and tracking the process;	4.3 A, 4.1 E, 11- 12	2					
50	- assisting the applicant with transportation to scheduled tests/examinations if necessary;	4.3 A, 4.1 E, 13	1					
51	- scanning collected case documentation into multi-page TIFF image files;	4.3 A, 4.1 E, 14	1					
52	- uploading case documentation into Ohio's electronic disability processing system (eQuIL) via VPN network connection from one central location;	4.3 A, 4.1 E, 15	3					
53	- cooperating with the CDJFS for county hearing case development and compliance (additional medical testing or additional review may be necessary in maintaining hearing compliance, and when needed, it is considered part of the process);	4.3 A. and 4.1 E, 16	3					

54	- providing testimony at hearings, if needed;	4.3 A, 4.1 E, 17	2					
55	- maintaining information technology (IT) support for vendor connection to ODJFS connection; and,	4.3 A, 4.1 E, 18	2					
56	- maintaining a toll free number from 8 am to 5 pm Monday through Friday (excluding state sanctioned holidays) for communication with individual applicants when necessary.	4.3 A, 4.1 E, 19	1					
57	- To what extent would the vendor's plan meet ODJFS needs for assisting the consumer in obtaining disability medical/ psychological documentation, including appropriate testing and/or consultative examinations, in accordance with Social Security Disability Guidelines?	4.3 A. and 4.1 F.	1					
58	- To what extend does the vendor propose a plan that provides assurance to ODJFS that disability cases will be completed and uploaded into eQuIL according to the production standard of sixty-five (65) days?	4.3 A. and 4.4, G.	3					
59	- To what extend does the vendor propose a plan (including checks and balances to be used) that provides adequate assurance to ODJFS that the contractor acting on behalf of ODJFS shall refrain from activities which could result in violations of ethics and/or conflicts of interest?	4.3 A. and 4.4, H.	2					
60	- To what extend does the contractor provide assurance that the ODJFS contract manager and ODJFS eQuIL system administrator will have access to the vendor's case management system?	4.3 A. and 4.4, I.	2					
61	- To what extend does the contractor provide assurance that a suitable fiscal/billing process that identifies Medicaid expenditures for Medicaid cases will be maintained?	4.3 A. and 4.4, H.	3					
62	- To what extend does the contractor provide assurance that all medical documentation obtained in association with a Medicaid applicant remains the sole property of ODJFS. At closure of a case, no copies will remain in any vendor's system(s) excluding the ODJFS eQuIL system. Medical documents will be retained in eQuIL according to the ODJFS retention policy.	4.3 A. and 4.4, H.	3					
63	- Has the vendor provided a current organizational chart (including any subcontractors) for this project, specifying key management and administrative personnel who will be assigned to it, and describing the functional roles of all other staff that would be assigned to this project (the percentage of time each person or position will devote to the project is to be included), <b>and</b> does this information demonstrate to ODJFS that the vendor understands the project and has the professional capability to successfully perform the work?	4.3 B.	1					
64	- Has the vendor provided a current organizational chart (including any subcontractors) which demonstrates to ODJFS that the vendor has the capacity to perform the work and the ability to manage the breadth of general administrative as well as project-specific requirements of this work?	4.3 C.	1					
65	- Has the vendor provided a status reporting procedure for reporting work completed, and resolution of unanticipated problems.	4.3 D.	1					
66	- Has the vendor provided a feasible timeline, compliant with ODJFS project needs, that presents an activity schedule for the initial program implementation, as well as for the project activities overall.	4.3 E.	3					
<b>TRADE SECRET INFORMATION</b>								
67	The review team in its comprehensive review of the vendor's proposal has determined that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP. <b>[A "no" response will disqualify the vendor and its proposal will not advance to the consideration of the vendor's Cost Proposal.]</b>	5.2, D.  8.5			YES	NO		
<b>PERSONAL CONFIDENTIAL INFORMATION</b>								
68	The review team in its comprehensive review of the vendor's proposal has determined that the proposal was free of personal confidential information of vendor or subcontractor staff and/or of subcontractor. <b>[A "no" response will disqualify the vendor and its proposal will not advance to the consideration of the vendor's Cost Proposal.]</b>	3.3, 5.2, D.			YES	NO		
<b>Column Subtotal of "Partially Meets" points</b>								

Column Subtotal of "Meets" points			
Column Subtotal of "Exceeds" points			
<b>Phase II A. TOTAL SCORE:</b>			

Based upon the Phase II, A. 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 998 points.)

Yes \_\_\_\_\_ No \_\_\_\_\_ (**If No**, the vendor's Technical Proposal will not receive any further consideration and its Cost Proposal will not be opened.)

**If Yes**, the proposal proceeds to Phase II B. for additional consideration, and (regardless of the results of Phase II B. scoring) will then advance to the opening and review of the cost proposal.

PHASE II B.— Additional Consideration		RFP Sec. Ref.	NO	YES (+20 pts. each)
1.	<b>Ohio Presence</b> --Has the vendor provided evidence of having an Ohio presence?	4.24 6.1, B.		
2.	<b>MBE-EDGE Vendor</b> --Has the vendor provided evidence that they are an MBE-EDGE vendor?	4.8 6.1, B.		
		<b>PHASE II. B. TOTAL POINTS:</b> [40 max. allowable points]		
		<b>VENDOR'S GRAND TOTAL SCORE</b> [Phase II A. + Phase II B. pts.]:		

**PHASE III: CONSIDERATION OF THE VENDOR'S COST PROPOSAL**

The grand total\* from the Cost Proposal (all possible renewals) for this vendor is: \$ \_\_\_\_\_

**Vendor's Grand Total Price divided by Vendor's Grand Total Score = Cost-Per-Quality-Point**

\$ \_\_\_\_\_ / \_\_\_\_\_ points = \$ \_\_\_\_\_ Per-Quality-Point

**ODJFS RFP: JFSR1213078015  
ATTACHMENT D**

**Cost Proposal Form**

**Instructions:**

Vendors are to complete this form beginning on the following page, to propose their **per-completed case rate** and their **monthly administrative fee**, as defined in RFP Section 4.5, Selected Vendor Compensation Structure. The form is to be signed by an authorized representative, and submitted it in accordance with instructions provided in Section V., Proposal Format and Submission.

Only these two rates may be proposed, and those two rates must reflect all costs related to this work. ODJFS will pay no additional fees or expenses other than the monthly administration fee and the per-completed-case rate. Vendors may, at their discretion, propose either or both of the two rates differently for each state fiscal year planned (e.g., through SFY 2016) for the contract.

As explained in RFP Section 6.1, Scoring of Proposals, **the grand totals shown on cost proposal forms are only a tool for the selection of a vendor**, and are NOT to be considered the actual value of the selected vendor's contract. The contractor will be paid for the work it actually performs and successfully completes according to standards for quality and timeliness as established in this RFP, using the selected vendor's per-completed-case rate and monthly administrative fee as the basis.

**ODJFS RFP #R-1213-07-8015 - ATTACHMENT D - Cost Proposal Form**

Vendor Name: \_\_\_\_\_

SFY 2012 Cost Per Completed Case :	\$ _____	(Volume based on assumed start-date of April 1, 2012) SFY12 Completed Case Cost Multiplied by 8,775 =	\$ _____
SFY 2012 Monthly Administration Fee :	\$ _____	(Number of months based on assumed start of April 1, 2012) SFY12 Monthly Admin. Fee Multiplied by 3 months =	\$ _____
(Contract period within SFY 2012 = April 1, 2012 through June 30, 2012) Grand Total for SFY 2012 =			SFY12 Grand Total = \$ _____
SFY 2013 Cost Per Completed Case :	\$ _____	SFY13 Completed Case Cost Multiplied by 35,000 =	\$ _____
SFY 2013 Monthly Administration Fee :	\$ _____	SFY13 Monthly Admin. Fee Multiplied by 12 months =	\$ _____
(SFY 2013 = July 1, 2012 through June 30, 2013) Grand Total for SFY 2013 =			SFY13 Grand Total = \$ _____
SFY 2014 Cost Per Completed Case :	\$ _____	SFY14 Completed Case Cost Multiplied by 35,000 =	\$ _____
SFY 2014 Monthly Administration Fee :	\$ _____	SFY14 Monthly Admin. Fee Multiplied by 12 months =	\$ _____
(SFY 2014 = July 1, 2013 through June 30, 2014) Grand Total for SFY 2014 =			SFY14 Grand Total = \$ _____
SFY 2015 Cost Per Completed Case :	\$ _____	SFY15 Completed Case Cost Multiplied by 35,000 =	\$ _____
SFY 2015 Monthly Administration Fee :	\$ _____	SFY15 Monthly Admin. Fee Multiplied by 12 months =	\$ _____
(SFY 2015 = July 1, 2014 through June 30, 2015) Grand Total for SFY 2015 =			SFY15 Grand Total = \$ _____
SFY 2016 Cost Per Completed Case :	\$ _____	SFY16 Completed Case Cost Multiplied by 35,000 =	\$ _____
SFY 2016 Monthly Administration Fee :	\$ _____	SFY16 Monthly Admin. Fee Multiplied by 12 months =	\$ _____
(SFY 2016 = July 1, 2015 through June 30, 2016) Grand Total for SFY 2016 =			SFY16 Grand Total = \$ _____
Sum of Grand Totals for ALL SFYs (2012 though 2016) =			<b>All Grand Totals =</b> \$ _____

Authorized Representative's Signature, Title: \_\_\_\_\_

Representative's Printed name, Date: \_\_\_\_\_

# 1 eQuIL Web Service Interface

This chapter is a description of the Web Service interface created by CGI-AMS and published by ODJFS. A description of the files provided and the data contained within is provided below. A Web Service is defined by a WSDL (Web Service Definition Language) file. According to W3C (<http://www.w3.org/TR/wsdl>), the definition of a WSDL is:

WSDL is an XML format for describing network services as a set of endpoints operating on messages containing either document-oriented or procedure-oriented information. The operations and messages are described abstractly, and then bound to a concrete network protocol and message format to define an endpoint. Related concrete endpoints are combined into abstract endpoints (services). WSDL is extensible to allow description of endpoints and their messages regardless of what message formats or network protocols are used to communicate, however, the only bindings described in this document describe how to use WSDL in conjunction with SOAP 1.1, HTTP GET/POST, and MIME.

Using this protocol to expose a Web Service interface, communication between Clients and the State can be easily facilitated through architecture standards.

## 1.1 Assumptions

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There are a few assumptions that are made regarding the implementation efforts being handled at the Client/vendor level. The following exhibit lists those assumptions.

### *Exhibit 1-1 Assumptions*

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<b>Assumption</b>
All Clients using the Web Service interface are within the Firewall and have visibility to the published URL.
Each Client that implements the Web Service interface will provide the code/integration on the client-side interface.
Each Client that implements the Web Service interface has adequate resources to develop and produce the system modifications, including Web Service integration, by which document transmittal connectivity is achieved.

## 1.2 eQuIL Web Service Files

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The following files are provided for use in development of a Web Service connection.

### ***Exhibit 1-2 Files Provided***

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<b>File Name</b>	<b>Usage</b>
PutDocument.WSDL	<b>Web Service Definition Language</b>  This file is a specification that represents the contract between publisher (ODJFS) and the implementer (Client/Vendor). This file can be used to auto-generate the shell code used for interface development.

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### **1.2.1 PutDocument.WSDL**

The WSDL file is used to define the interface point published for use by all Client/vendor connections. Included in the WSDL are:

- Where the message must be sent
- What the method name is
- The parameters to be sent
- Which of the parameters are required
- What values are permitted

**This is the file that Client (vendor) developers should use to design and build their interface components. As stated earlier, this file serves as the “Contract” between publisher and user. All other provided files are generated code or sample code, to be used only for development purposes. When any updated WSDL files are provided, those updated files serve as the new contract to which all development must adhere.**

## 1.3 Parameter Explanations

The following exhibit is the Web Service address. If this URL is entered into a Web Browser within the firewall, a message confirming connectivity to the Web Service will be received.

### **Exhibit 1-3 Web Service Address**

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**Web Service Address (TEST ONLY - To be provided by ODJFS)**

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*\*This address should be used for any testing required.*

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**Web Service Address (PRODUCTION ONLY - To be provided by ODJFS)**

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*\*This address should only be used for PRODUCTION. Any testing required should be done using the test Web Service Address.*

The following exhibit is the Web Service method exposed.

### **Exhibit 1-4 Web Service Method**

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**Web Service Method**

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<b>Return Value</b>	<b>Method Signature</b>
GUID	PutDocument(userID, password, documentClass, documentType, recipientID, county, receivedAs, expedite, contentType, content)

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The following lists the parameters used, their data types, and any enumerated values that apply. If a value is enumerated, then ONLY those values provided will be accepted by the Web Service. Any other values will return an error.

### **Exhibit 1-5 Parameter Definitions**

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<b>Parameter</b>	<b>Required</b>	<b>Data Type</b>	<b>Enumeration</b>
userID	•	String (20)	
password	•	String (20)	
documentClass	•	String	▪ DisabilityReview
documentType	•	String	▪ Admission Discharge Records ▪ Death Certificates ▪ JFS 03600 ▪ JFS 03605 ▪ JFS 03606

---

Parameter	Required	Data Type	Enumeration
			<ul style="list-style-type: none"> <li>▪ JFS 07004</li> <li>▪ JFS 07302</li> <li>▪ JFS 07308</li> <li>▪ Lab Test Results</li> <li>▪ Medical Consultive Reports</li> <li>▪ Progress Notes</li> <li>▪ Psych Consultive Reports</li> <li>▪ VA Notes</li> </ul>
recipientID	•	String (12)	
County	•	String	<ul style="list-style-type: none"> <li>▪ Alphanumeric numbered Range: <ul style="list-style-type: none"> <li>○ 01-88</li> </ul> </li> </ul>
receivedAs	•	String	<ul style="list-style-type: none"> <li>▪ Additional Information</li> <li>▪ CDR</li> <li>▪ Requested Deferred Info</li> </ul>
Expedite		String	<ul style="list-style-type: none"> <li>▪ Hospice</li> <li>▪ Terminal Illness</li> <li>▪ Severe Condition With No Medical Coverage</li> <li>▪ Six or More Months Old Due to Referral</li> <li>▪ Hearing Compliance</li> <li>▪ Change in Clients Mental Medical Status</li> <li>▪ Untimely Submission</li> </ul>
contentType	•	String	<ul style="list-style-type: none"> <li>▪ image/tiff</li> <li>▪ application/pdf</li> <li>▪ application/msword</li> </ul>
Content	•	base64Binary	
<b>Return Parameter</b>		<b>Data Type</b>	
GUID		String (38)	

The following table describes the usage of each of the parameters in the Web Service call.

***Exhibit 1-6 Parameter Explanations***

Parameter	Usage

Parameter	Usage
userID	The System User ID used for authentication to FileNet. This value is to be provided to each Client by ODJFS. Each Client will receive a unique ID (e.g. FileNet_client).
password	The password corresponding to the System User ID used for authentication to FileNet. This value is to be provided to each Client by ODJFS.
documentClass	The ODJFS Document Class by which the content sent by Clients will be stored within ODJFS. Currently, the only class used is DisabilityReview.
documentType	The ODJFS Document Type by which the content sent by Clients will be stored within ODJFS. This is the primary indicator for different documents sent by the Clients.
recipientID	The Recipient ID associated with the document being sent.
County	This is a coded string, values 01-88 alone or prefixed with County Name (e.g. Greene-29), that represents the County from which the document is being sent.
receivedAs	The originating point of the document. Some documents are simply additional information provided to an existing case, other documents initiate a CDR case, while other documents are fulfilling a request for deferred information. Each originating point will be treated differently.
Expedite	[NOT REQUIRED] If a document is to be expedited, the expedite reason must be provided. If not expedited, no value should be provided.
contentType	The format of the document being sent. Currently, the only formats permitted are TIFF, PDF, and Microsoft Word documents.
Content	A Base 64 encoded value that represents the document being sent.
GUID	The return value of the Web Service. This GUID is the unique value by which FileNet identifies the document object. If a GUID is received, successful transmission is confirmed. If not, a SOAP error will be received, indicating transmission failure.

## 1.4 Coding Considerations

The following should be considered by individuals performing the coding tasks required for integration into the eQuIL system.

### 1.4.1 Auto Generation of Code

While individuals may decipher a WSDL file and manually create all associated code files (Java, C#, etc.), the simplest way to accomplish this is to use the auto-generation features provided with many IDE's (e.g. Eclipse, JBuilder, NetBeans, Axis WSDL2Java, Microsoft wsdl.exe, etc.). The

code created should extract all data types provided by the WSDL, including enumerations, and present them in a code-based format, usable by a developer.

A developer should be able to take the generated code and incorporate it directly into existing components to fully facilitate the integration.

#### **1.4.2 Encapsulating Updates**

Developers must be aware that the WSDL file *may change*. Therefore, care must be taken as to how the client-side system (Client/vendor) is architected. If the communication protocols facilitated by the WSDL file are correctly encapsulated, updates should be manageable.

One guaranteed change of the WSDL is the difference between Development and Production environments. At the very least, the development SOAP address is different between Development and Production environments. If developers use the Development environment to verify that their integration is functioning properly, they will need to update their code once eQuIL is rolled out to reflect the Production SOAP address.

#### **1.4.3 Case Submission**

There is no ordering of submitted documents necessary. The eQuIL FileNet system is designed to simply associate documents to a case based on the Recipient ID, rather than perform any logic based on document content. When sent via Client/vendor Web Service integration, it is left up to the Technical Architect of the Client (vendor) software to define the document assembly and distribution, in any particular order, of documents to the State.

#### **1.4.4 Bulk Upload Capabilities**

The only restriction that must be accounted for is that only one to five documents may be sent at a time. We have a 10 MB upload limit per session. To upload more than five document files from a single case, the Client/vendor integration piece must loop through the available documents, associate all appropriate parameters (index values), and submit the document files. Additionally, be advised that, as the number of documents included in a bulk upload increases, the XML payload of the SOAP call could get exceedingly large and cause Web Service performance problems.

```

<?xml version="1.0" encoding="UTF-8" ?>
- <definitions name="PutDocument"
  targetNamespace=[REDACTED]/putdocument.wsdl"
  xmlns="http://schemas.xmlsoap.org/wsdl/"
  xmlns:soap="http://schemas.xmlsoap.org/wsdl/soap/"
  xmlns:tns=[REDACTED]/putdocument.wsdl"
  xmlns:xsd="http://www.w3.org/2001/XMLSchema"
  xmlns:xsd1=[REDACTED]/putdocument.xsd">
- <types>
- <xsd:schema attributeFormDefault="qualified" elementFormDefault="qualified"
  targetNamespace=[REDACTED]/putdocument.xsd"
  xmlns:xsd="http://www.w3.org/2001/XMLSchema">
- <xsd:simpleType name="UserID">
- <xsd:restriction base="xsd:string">
  <xsd:maxLength value="20" />
</xsd:restriction>
</xsd:simpleType>
- <xsd:simpleType name="Password">
- <xsd:restriction base="xsd:string">
  <xsd:maxLength value="20" />
</xsd:restriction>
</xsd:simpleType>
- <xsd:simpleType name="DocumentClass">
- <xsd:restriction base="xsd:string">
  <xsd:enumeration value="DisabilityReviewDocument" />
</xsd:restriction>
</xsd:simpleType>
- <xsd:simpleType name="DocumentType">
- <xsd:restriction base="xsd:string">
  <xsd:enumeration value="Admission and Discharge Records" />
  <xsd:enumeration value="Compliance Review" />
  <xsd:enumeration value="Death Certificates" />
  <xsd:enumeration value="JFS 03600" />
  <xsd:enumeration value="JFS 03605" />
  <xsd:enumeration value="JFS 03605-A" />
  <xsd:enumeration value="JFS 03606" />
  <xsd:enumeration value="JFS 07004" />
  <xsd:enumeration value="JFS 07302" />
  <xsd:enumeration value="JFS 07308" />
  <xsd:enumeration value="Lab Test Results" />
  <xsd:enumeration value="Medical Consultive Reports" />
  <xsd:enumeration value="Progress Notes" />
  <xsd:enumeration value="Psych Consultive Reports" />
  <xsd:enumeration value="VA Notes" />
</xsd:restriction>
</xsd:simpleType>
- <xsd:simpleType name="RecipientID">
- <xsd:restriction base="xsd:string">
  <xsd:length value="12" />
</xsd:restriction>
</xsd:simpleType>
- <xsd:simpleType name="County">
- <xsd:restriction base="xsd:string">
  <xsd:enumeration value="01" />
  <xsd:enumeration value="02" />

```

```
<xsd:enumeration value="03" />
<xsd:enumeration value="04" />
<xsd:enumeration value="05" />
<xsd:enumeration value="06" />
<xsd:enumeration value="07" />
<xsd:enumeration value="08" />
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<xsd:enumeration value="58" />
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<xsd:enumeration value="85" />
<xsd:enumeration value="86" />
<xsd:enumeration value="87" />
<xsd:enumeration value="88" />
</xsd:restriction>
</xsd:simpleType>
- <xsd:simpleType name="ReceivedAs">
  - <xsd:restriction base="xsd:string">
    <xsd:enumeration value="Additional Information" />
    <xsd:enumeration value="Continuing Disability Redetermination
      (CDR)" />
    <xsd:enumeration value="Requested Deferred Information" />
  </xsd:restriction>
</xsd:simpleType>
- <xsd:simpleType name="Expedite">
  - <xsd:restriction base="xsd:string">
    <xsd:enumeration value="Hospice" />
    <xsd:enumeration value="Terminal Illness" />
    <xsd:enumeration value="Severe Condition With No Medical
      Coverage" />
    <xsd:enumeration value="Six or More Months Old Due to
      Referral" />
    <xsd:enumeration value="Hearing Compliance" />
    <xsd:enumeration value="Change in Client Mental or Medical
      Status" />
    <xsd:enumeration value="Untimely Submission" />
  </xsd:restriction>
</xsd:simpleType>

```

```

- <xsd:simpleType name="ContentType">
- <xsd:restriction base="xsd:string">
  <xsd:enumeration value="image/tiff" />
  <xsd:enumeration value="application/pdf" />
  <xsd:enumeration value="application/msword" />
</xsd:restriction>
</xsd:simpleType>
- <xsd:simpleType name="GUID">
- <xsd:restriction base="xsd:string">
  <xsd:maxLength value="38" />
</xsd:restriction>
</xsd:simpleType>
- <xsd:element name="PutDocumentRequest">
- <xsd:complexType>
- <xsd:sequence>
  <xsd:element maxOccurs="1" minOccurs="1" name="userID"
    type="xsd1:UserID" />
  <xsd:element maxOccurs="1" minOccurs="1" name="password"
    type="xsd1:Password" />
  <xsd:element maxOccurs="1" minOccurs="1"
    name="documentClass" type="xsd1:DocumentClass" />
  <xsd:element maxOccurs="1" minOccurs="1"
    name="documentType" type="xsd1:DocumentType" />
  <xsd:element maxOccurs="1" minOccurs="1" name="recipientID"
    type="xsd1:RecipientID" />
  <xsd:element maxOccurs="1" minOccurs="1" name="county"
    type="xsd1:County" />
  <xsd:element maxOccurs="1" minOccurs="1" name="receivedAs"
    type="xsd1:ReceivedAs" />
  <xsd:element maxOccurs="1" minOccurs="0" name="expedite"
    type="xsd1:Expedite" />
  <xsd:element maxOccurs="1" minOccurs="1"
    name="contentType" type="xsd1:ContentType" />
  <xsd:element maxOccurs="1" minOccurs="1" name="content"
    type="xsd:base64Binary" />
</xsd:sequence>
</xsd:complexType>
</xsd:element>
- <xsd:element name="PutDocumentResponse">
- <xsd:complexType>
- <xsd:sequence>
  <xsd:element maxOccurs="1" minOccurs="1"
    name="documentGUID" type="xsd1:GUID" />
</xsd:sequence>
</xsd:complexType>
</xsd:element>
<xsd:element name="string" nillable="true" type="xsd:string" />
</xsd:schema>
</types>
- <message name="PutDocumentSoapOut">
  <part element="xsd1:PutDocumentResponse" name="parameters" />
</message>
- <message name="PutDocumentSoapIn">
  <part element="xsd1:PutDocumentRequest" name="parameters" />
</message>

```

```

- <portType name="PutDocumentSoapPortType">
  - <operation name="PutDocument">
    <input message="tns:PutDocumentSoapIn" />
    <output message="tns:PutDocumentSoapOut" />
  </operation>
</portType>
- <binding name="PutDocumentSoapBinding"
  type="tns:PutDocumentSoapPortType">
  <soap:binding style="document"
    transport="http://schemas.xmlsoap.org/soap/http" />
  - <operation name="PutDocument">
    <soap:operation soapAction="" />
    - <input>
      <soap:body use="literal" />
    </input>
    - <output>
      <soap:body use="literal" />
    </output>
  </operation>
</binding>
- <service name="PutDocumentSoapService">
  - <port binding="tns:PutDocumentSoapBinding" name="DDUputDocument">
    <soap:address
      location="████████████████████/webservice/DDUputDocur
    </port>
  </service>
</definitions>

```

## **eQuIL Web Service Platform/Security Specifications**

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### **Web Services**

ODJFS will host a web service to process client information and related forms received from vendor.

The selected vendor will host a web service to process client information and related forms received from ODJFS.

### **Web Service Clients**

ODJFS will host a web service client to push client information and related forms to the vendor.

The selected vendor will host a web service client to push client information and related forms to ODJFS.

The events that trigger the invocation of the services, the request and response between the service providers and the clients will be documented separately as part of the interface agreement.

### **Platform specification**

Web Sphere Application Server 6.1 with Web Services Feature pack or higher

Java API - JAX-WS

### **Message Layer Security**

Transfer protocol - SOAP over HTTP

WS-Security (Integrity, Confidentiality)

Digital Certificate (X.509)