



Department of Job and Family Services

**Ohio Department of Job and Family Services
Request for Letterhead Bid (RLB)
Medicaid Provider Incentive Program
RLB ID#: RLB-OIS-11-005**

I. Purpose

The Ohio Department of Job and Family Services (ODJFS) is soliciting bids to identify an Department of Administrative Services (DAS) - Office of Information Technology (OIT) State Term Schedule (STS) vendor who will supply the services as stated within this Request for Letterhead Bid (RLB). The selected vendor will be responsible for all services as stated with in this RLB.

ODJFS will only accept RLB proposals from STS vendors who are authorized to provide services under their approved DAS OIT - STS. Vendors submitting RLB proposals in response to this request must have a valid STS status on the due date and time and valid STS services prior to the award date. Interested vendors that do not currently have an appropriate STS may contact OIT through the website of <http://procure.ohio.gov/proc/ContractsSTS3.asp> for information on the STS application process.

The Ohio Department of Job and Family Services (“JFS”) seeks to solicit competitive sealed RLB response packets (“Proposals”) from a Contractor (“Contractor”) for its Medicaid Provider Incentive Program (“MPIP”) solution (the “Work”).

If a suitable offer is made in response to this RLB, JFS may enter into a contract (STS, RLB, Proposal & State of Ohio JFS Purchase Order) to have the selected vendor perform all or part of the Work. This RLB provides details on what is required to submit a Proposal for the Work, how JFS will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

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

Once awarded, the term of the contract will be from the award date until the Work is completed to the satisfaction of JFS. JFS reserves the right to request from the selected vendor modifications required to the RLB business and/or technical requirements as “change order” due to changes required by or agreed to by Federal and State representatives. The selected vendor would be notified by JFS through the contract change control process as agreed upon by JFS and the contractor. Inability by the selected vendor to accommodate change orders or meet change order timelines may result in termination of contract or re-bid of part or all portions of the contract at the discretion of JFS. Renewal of this Contract, at the pleasure of JFS for up to 5 additional two-year term(s), is subject to and contingent upon discretionary action by the Ohio General Assembly to appropriate funds for this Contract for each state fiscal year it is in force. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of JFS.

JFS may reject any Proposal if the vendor fails to meet a deadline in the submission or evaluation phases of the selection process or objects to the dates for performance of the Work or the terms and conditions in this RLB.

Background

The Health Information Technology for Economic and Clinical Health Act (HITECH), and its HITECH Incentive Payment Final Rule: 42 Code of Federal Regulations Part 495 established programs under Medicare and Medicaid to provide incentive payments for specified Eligible Professionals (EPs) and Eligible Hospitals (EHs) for the "adoption, implementation or upgrade and meaningful use" of certified Electronic Health Record ("EHR") technology. These programs are anticipated to begin in 2011 and run through 2021. These incentive programs are designed to help motivate EPs and EHs to implement and use EHRs in meaningful ways to improve the quality, safety and efficiency of patient health care and reduce cost.

The HITECH Final Rule can be viewed at the following link:

<http://edocket.access.gpo.gov/2010/pdf/2010-17207.pdf>

The objective of this RLB is to procure an existing solution and services from a Contractor with experience in implementing an incentive payment system that is in, or has concluded testing with the National Level Repository (NLR) on behalf of a group one test state, who can implement Ohio's MPIP as specified in federal approval documents, including, but not limited to: Ohio's State Medicaid Health Information Technology Plan (SMHP); Ohio's Implementation Advanced Planning Document (IAPD), and any other terms, conditions, agreements or specifications.

MPIP must allow EPs and EHs access via the internet. System functions include interfacing with the Centers for Medicare and Medicaid Services (CMS) NLR, recording data necessary for Program Registration, Incentive Payment Estimation, Program Participant Payment Tracking, Help Desk support and interfacing to required JFS systems. The State will issue payment to EPs and EHs based upon implementation of federally authorized program specifications, methodology and workflow, including, for EHs, the outputs of numeric calculations generated by the Contractor's solution.

The solution and services to be provided under this contract include, but are not limited to:

- **Incentive Payment System** – The solution must reside at a JFS data center or be hosted remotely by the vendor. State staff will access the system to manage the incentive payment program, including, but not limited to determining program applicants eligibility and processing incentive payments. Program applicants will enroll in the system and manage their submissions for incentive payments.
- **NLR Interface** – The solution must interface with the NLR and must send, receive, accept, and process NLR transactions and provide for error identification and correction processes.
- **JFS Financial Systems Interfaces** – The solution must interface with the Ohio Financial Information System (OFIS) to manage payment processing through the Ohio Administrative Knowledge System (OAKS).
- **Program Applicant Management** – The solution must interface with appropriate JFS information systems, including, but not limited to, the Ohio Medicaid Information Technology System (MITS) and Ohio's Medicaid Management Information System (MMIS) and must include the ability to verify that program applicants are enrolled Ohio Medicaid Providers and are EPs and EHs according to Federal and Ohio requirements. The solution must also interface with exclusion list and deceased list data.
- **Meaningful Use** – The solution must capture and store meaningful use data for the HITECH Act.
- **Payment Management** – The solution must analyze program applicants' compliance in meeting meaningful use criteria, process program applicant incentive payments and determination for payment, and process program applicant incentives based on meaningful use and State of Ohio criteria as established by the HITECH Act Final Rule and other criteria as specified.

The users of this system include JFS employees, other state and/or contracted staff who will operate and manage MPIP. Activities include reporting, reviewing data, correcting or resolving issues relating to data required for program participation, eligibility, authorization, monitoring, performing fraud investigation and overpayment recovery activities. Federal representatives and/or their agents are also expected to utilize the system.

Service Objectives

The Contractor's system, services and work approach to implementing the specifications of the program and the scope of work must provide for the following objectives:

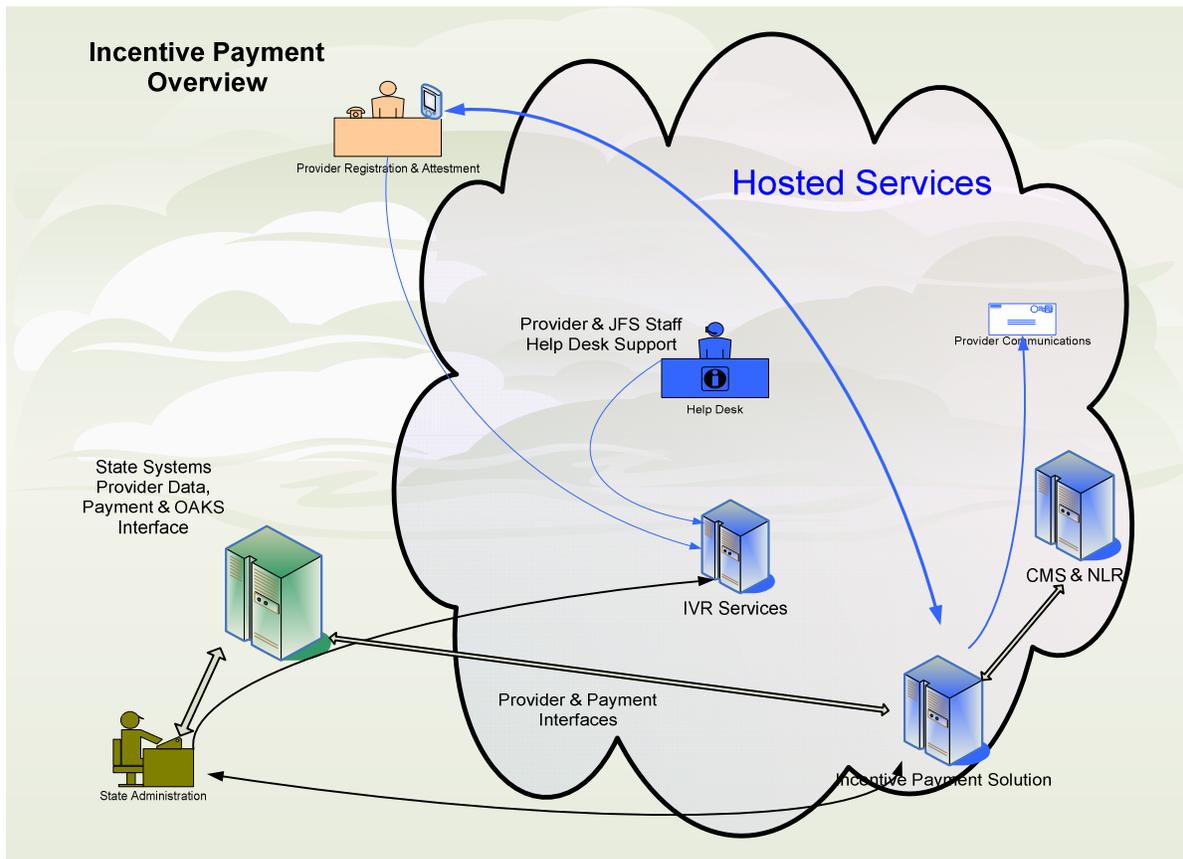
- Allow EPs and EHs to complete registration process via the internet;
- Provide software and hardware maintenance for the solution;
- Provide access for JFS staff to perform administrative functions, training, reporting and related support activities via the internet;
- Call center support for EPs and EHs, State of Ohio staff and other authorized users;
- Receipt of EP and EH data from JFS to facilitate program operation and management;
- Calculation of incentive payments for EHs and selection of appropriate payments for EPs;
- Transmission of data to and from JFS;
- Performance reporting on response time, outages and related operational Service Level Agreements;
- System reporting as requested to meet federal and state requirements for managing the program;
- Training for state staff and support for communications outreach to potential EPs and EHs;
- Business Resumption and Disaster Recovery activities to ensure minimal service interruption of the solution;
- Provide ongoing operations and support of the system and related changes as defined by CMS and JFS.

Overview of the Work's Scope

This section describes a summary of the Work. All work specified in this contract constitutes the scope of the Work.

The scope of services required includes project management; systems analysis and design; development; testing; training; implementation; stabilization; hosting; on-going operations, maintenance and enhancements. Training of and knowledge transfer to JFS staff is required throughout the project.

The diagram below shows at a high level what JFS envisions the components of the system are.



II. Time and Date of Submission

Organizations, companies, firms, or individuals who are interested in submitting a RLB Proposal must make their submission not later than **10:00 a.m. Eastern Standard Time on January 10, 2011**. Faxes **will not** be accepted. Proposals must be addressed to:

**Office of Information Services
Ohio Department of Job and Family Services
Attn: OIS IT Procurement Unit
4200 E. Fifth Ave.
Columbus, Ohio 43219**

RLB ID#: RLB-OIS-11-005

For hand delivery, proposals will only be accepted at the Security Guard Front Desk, 4200 E. Fifth Ave., Columbus, Ohio 43219 on or before proposal submission date and time as noted below in Section III. Anticipated Procurement and Project Timetable. DAS-OIT or JFS - OFFICE OF CONTRACTS AND ACQUISITIONS (Rhodes Tower - 30 E. BROAD STREET, COLUMBUS, OHIO) WILL NOT ACCEPT PROPOSALS FOR THIS RLB. JFS is not responsible nor will JFS evaluate any proposals delivered to any address other than the address provided above.

All submissions, whether by mail or hand delivery, must be received completed by the above date and time specified. Proposals received after the submission deadline date and time, or partial submissions received regardless of the date, will not be added to previous submissions, nor be considered. No confirmation of mailed proposals received will be provided.

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

III. Anticipated Procurement and Project Timetable

12/27/2010	JFS Releases RLB to Potential Vendors. Q&A Period Opens - Vendors may submit inquiries for RLB clarification.
01/04/2010	Vendor Q&A Period closes, 8:00 a.m. for inquiries for RLB clarification - No further inquiries for RLB clarification will be accepted.
01/10/2011	Deadline for Vendors to Submit Proposals (10:00 A.M., Eastern time).
01/19/2011	JFS Issues Award Notification (estimated).
01/31/2011	Purchase Order approval – work may not begin until a state Purchase Order has been fully approved by OBM. (estimated).
02/01/2011	Work begins with Vendor team onsite at location to be determined. (estimated).
06/01/2011	MPIP system accepting program applicant attestations.
06/30/2011	All implementation work must be completed. Date reflects the end of fiscal year 2011. Operational support and related system changes commences in subsequent fiscal year renewals.

JFS reserves the right to revise this schedule if in the best interest of the State of Ohio and/or necessary to comply with the State of Ohio procurement procedures and regulations. JFS reserves the right to cancel or not award the RLB at any point within the procurement timeline.

According to requirements of ORC 126.07, JFS contracts are not valid and enforceable until the Office of Budget and Management (OBM) certifies the availability of appropriate funding, which is 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 JFS Contract Manager providing notice that the requirements of section 126.07 of the Ohio Revised Code have been met.

IV. Internet Question & Answer (Q&A) Period; RLB Clarification Opportunity

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

- * Access the JFS Web Page at <http://jfs.ohio.gov/omis/rfq/>;
- * Select RLB Number **RLB-OIS-11-005**;
- * Follow the link to the dedicated web page;
- * Select “Submit Inquiry” near the bottom of the web page; and
- * Follow the instructions and guidelines as follows to send an e-mail question.

Questions to this RLB must reference the relevant part of this RLB, the heading for the provision under the question, and the number and/or section of the RLB where the provision can be found. The potential vendor must also include his or her name, the company name, and business phone number. JFS may, at its option, disregard any questions which do not appropriately reference an RLB provision or location, or which do not include an identification for the originator of the question. JFS will not respond to any questions submitted after **8:00 a.m.**

on the date that the Q&A period closes. Furthermore, JFS does not consider questions asked during the Q&A period through the inquiry process as exceptions to the terms and conditions of this RLB.

JFS responses to all questions asked via the Internet will be posted on the Internet web site dedicated to this RLB, for reference by all potential vendors. Potential vendors will not receive personalized or individual e-mail responses. Clarifying questions asked and JFS responses to them comprise the "JFS Question and Answer Document" for this RLB; when possible, JFS may post an interim Q&A Document as well as the final version. Vendor proposals in response to this RLB are to take into account any information communicated by JFS in the Final Q&A Document for the RLB. **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 any RLB.**

Accessibility to the JFS Q&A Document will be clearly identified on the web site dedicated to this RLB, once that document is made available.

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

Requirements under a current project may or may not be required by JFS under any future contract, and so may not be useful information for vendors who choose to respond to the RLB; therefore, vendors are to base their RLB responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in the RLB and, if applicable, in the Q&A document, **not** on details of a current or past related contract. If vendors ask questions about existing or past contracts using the Internet Q&A process, JFS will use its discretion in deciding whether to provide answers.

JFS will only answer those questions submitted within the established time period for the vendor Q&A process (see Section III, Anticipated Procurement Timetable, above), and which pertain to issues of RLB clarity, and which are not requests for public records. JFS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

V. Qualifications

In order to be considered for the project described in this RLB, JFS requires that interested vendors **must** meet, at minimum, **all** the following qualification requirements:

A. Required Vendor Qualifications

In order to be considered for the purchase order expected to result from this RLB, JFS requires that interested vendors must be a Department of Administration Services (DAS) - Office of Information Technology (OIT) State Term Schedule (STS) authorized vendor.

Vendors are required to submit a copy of their current STS cover page as part of their proposal. Proposals submitted from any other entity or individuals will be rejected. Verification of STS vendor ID and validation of STS pricing will be reviewed by JFS at the time of award. JFS may seek proposal clarification to confirm STS status, STS product numbers, and STS pricing prior to award of RLB.

Vendors which do not meet the above requirement will be disqualified from further consideration for award. Additionally, other procedural requirements (such as receipt by JFS of a proposal by the stated deadline) are established on the Technical Proposal Score Sheet, and failure to comply with any of those will also result in disqualification from any consideration.

B. Mandatory Experience and Qualifications

The vendor must complete this section to demonstrate that it has the experience needed to meet the RLB's mandatory requirements. For each client reference, the vendor must provide the following information:

- **Contact Information.** The vendor must provide a client contact name, title, phone number, email address, company name, and mailing address. The vendor also must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information or providing information that is inaccurate or out of date may result in the State not including the reference in the evaluation process or rejecting the vendor's Proposal. The contact information given must be for a person within the client's organization and not a co-worker or a contact within the vendor's organization, subsidiaries, partnerships, etc.
- **Work Name.** The vendor must provide the name or title for the work, such as a project name, from which it obtained the mandatory experience.
- **Dates of Experience.** The vendor must complete this area with a beginning month and year and an ending month and year to show the length of time the vendor performed the work, not just the length of time the vendor was engaged by the reference.
- **Description of the Related Service Provided.** The State will not assume that, since the experience requirement is provided at the top of the page, all descriptions on that page relate to that requirement. The vendor must reiterate the experience being described, including the capacity in which the work was performed and the role of the vendor on the Work. It is the vendor's responsibility to customize the description to clearly substantiate the qualification and its specific relevance to the work described by this RLB.
- **Description of how the related service shows the vendor's experience, capability, and capacity to develop the Deliverables and do the Work.**

The vendor must list each work experience separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

Required Experience and Qualifications The vendor must complete this section to demonstrate that it meets the requirements for experience. For each reference, the vendor must provide the information in the same manner as described under Mandatory Experience and Qualifications above.

THE VENDOR MAY NOT USE THE EXPERIENCE OR QUALIFICATIONS OF A SUBCONTRACTOR TO MEET MANDATORY REQUIREMENTS.

THIS REQUIREMENT MUST BE FULFILLED EXCLUSIVELY THROUGH THE QUALIFICATIONS AND EXPERIENCE OF THE VENDOR. If the vendor seeks to meet any of the other qualifications and experience through a subcontractor, the vendor must identify the subcontractor by name as part of the Vendor Profile Summary, for each reference.

Personnel Profile Summary Each Proposal must include a profile for each key member of the proposed work team. The Personnel Profile Summary must be customized for the applicable candidate requirements.

The vendor must propose a Work team that collectively meets all the requirements in this RLB. Additionally, each team member may have mandatory requirements listed in this RLB that the team member must individually meet. The vendor must name all candidates proposed, and each must meet the technical experience for the candidate's position.

The State will not consider a candidate's overlapping months of experience toward meeting the experience requirements in this RLB. Therefore, for each requirement for a key position, the offeror must supply a Personnel Profile Summary for the candidate to demonstrate that the candidate meets the requirement through a work experience that does not overlap in time with any other work experience used to meet the same requirement for the position.

The vendor must demonstrate that all candidate requirements have been met by using the Personnel Profile Summary. The offeror's Personnel Profile Summary must include the information as described below:

- **Candidate References.** If the vendor provides less than three work experiences, the vendor must explain why. The State may reject the Proposal if less than three work experiences are given for a candidate.
- **Education and Training.** The vendor must use this section to list the education and training of the proposed candidate and demonstrate, in detail, the proposed candidate's ability to properly perform under the Contract. The vendor must show how the candidate's education and training relates to the requirements of the RLB.
- **Mandatory Experience and Qualifications.**
The vendor must complete this section to show how a candidate meets the mandatory experience requirements, if any are applicable to that candidate. If any candidate does not meet the mandatory requirements for the position the candidate is proposed to fill, the vendor's Proposal may be rejected as non-responsive.
- **Required Experience and Qualifications.** The vendor must complete this section to show how its candidate meets the experience requirements. (Refer to Tab C of this document.)

For each reference, the vendor must provide the following information:

- **Candidate's Name.**
- **Contact Information.** The vendor must provide a client contact name, title, phone number, email address, company name, and mailing address. The vendor also must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information or providing information that is inaccurate or out of date may result in the State not including the reference in the evaluation process or rejecting the vendor's Proposal. The contact information given must be for a person within the client's organization and not a co-worker or a contact within the vendor's organization, subsidiaries, partnerships, etc.
- **Dates of Experience.** The vendor must complete this section with a beginning month and year and an ending month and year to show the length of time the candidate performed the technical experience being described, not just the length of time the candidate worked for the company.
- **Description of the Related Service Provided.** The State does not assume that, since the technical requirement is provided at the top of the page, all descriptions on that page relate to that requirement. Vendors must reiterate the technical experience being described, including the capacity in which the experience was performed and the role of the candidate in the work as it relates to the Work covered by this RLB. It is the Vendor's responsibility to customize the description to clearly substantiate the candidate's qualification.

The candidate's work experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

C. Staff Experience and Capabilities

The vendor must demonstrate its significant expertise by assigning qualified individuals for this project. Vendor proposals may, at their discretion, propose **UP TO TWO (2) separate candidates for each position needed by JFS for this work**. Vendors are required to identify the primary candidate to be evaluated if vendor proposes more than one (1) candidate per position. If a vendor proposes multiple candidates for the same position, JFS will score each candidate separately.

For each of the individuals a vendor is offering to JFS to perform the work, the vendor must, at minimum:

1. Identify the individual to be assigned for the duration of this activity and specify why this individual is key to the activity's success;
2. Include a resume or curriculum vitae for the assigned positions expected to work on the project.

Important - Sensitive Personal Information Prohibition: It is the affirmative responsibility of the vendor submitting a proposal to 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. Following submission to JFS, all proposals submitted become part of the public record. **JFS reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information.**

D. Required Qualifications

Candidates offered will be evaluated by JFS according to the position classification and job experience qualifications as follows:

For Project Manager

1. A minimum of 60 months full-time experience as a project manager.
2. Experience as the project manager on a minimum of two projects that encompassed the full system development life cycle from initiation through post implementation on a large scale project where one of the projects lasted a minimum of 12 months.
3. Minimum of 9 months of experience as the project manager on a project of similar size and complexity of a Medicaid EHR Incentive Payment system.
4. Experience following a standard PM methodology and in using various project management tools (e.g., MS Project Suite, Project Workbench developing project plans, defining tasks and tracking timelines and resources on a minimum of two projects of similar size and complexity.
5. Project Management Professional (PMP) Certification.
6. Management of two or more projects of similar size and complexity for CMS related systems.

For Technical Manager

1. A minimum of 36 months full-time experience as a technical manager for projects involving an enterprise-wide architecture, networking, multiple systems integration, hardware, and software.
2. Experience managing a technical team and its activities from inception through implementation on a minimum of one project of similar size and complexity to the Medicaid EHR Incentive Payment system
3. 36 months experience performing systems development activities as a technical lead over analysis, design, development, and testing on a project of similar size and scope.
4. 24 months experience in performing work on Medicaid-related systems
5. Experience using various project management tools for planning and tracking purposes on a minimum of two projects.

For Training Lead

1. Experience in developing and implementing a training plan for state staff and their agents on a minimum of one project of similar complexity and size.
2. Experience in preparing and delivering formal classroom training in the past 12 months on a project similar in size and complexity.
3. Experience in developing on-line curricula on a project of similar size and complexity.
4. Experience using various project management tools for planning and tracking projects on a minimum of two projects of similar size and complexity.

VI. Scope of Work

As part of this RLB, JFS may provide multiple supplements defining JFS' business requirements, technical requirements, training requirements and support requirements. The vendor must read and analyze the requirements before focusing on the details of individual requirements. Also, when considering a specific requirement and any associated material, the vendor should remember that the system must comply with all federal and state standards. Additionally, the requirements found in the RLB provide information known to JFS at the time the documents were developed. Vendors should utilize past experience and known best practices to propose a fixed price contract for the implementation of the MPIP.

JFS will provide oversight for the project, but the Contractor must provide overall project management for the tasks under this contract, including the day-to-day management of its staff. The Contractor also must assist JFS with coordinating assignments for State staff, if any, involved in the Project. Additionally, the Contractor must provide all administrative support for its staff and activities. The project management methodology used by the Contractor should include industry best practices and the functions of the 9 Project Management Knowledge Areas contained in the Project Management Institute's Project Management Body of Knowledge (PMBOK). Throughout the Work, the Contractor must employ ongoing project management techniques to ensure a comprehensive project plan is developed, executed, monitored, reported on, and maintained.

The Contractor must provide a project manager for the Work. The Contractor must employ the proposed Project Manager as a regular, fulltime employee on the Proposal submission date and throughout the implementation of the system. Additionally, the Contractor's full-time regular employees must perform at least 30% of the effort required to complete the Work. The Contractor may use its personnel or subcontracted personnel to meet the remaining 70% of the effort.

This section of the RLB describes the work required for the MPIP project. The scope of services required includes project management, systems analysis and design, configuration, testing, training, implementation, and operations. Training of and knowledge transfer to JFS staff is required throughout the project.

The following tasks and deliverables represent all the work to be completed to successfully implement MPIP. They do not necessarily represent a logical sequence for completion of the work to be performed.

The delivery of MPIP must achieve the following objectives:

- JFS requires implementation of MPIP by June 1, 2011, defined as, at least including, but not limited to accepting attestations from program applicants;
- All business and technical requirements are satisfied by the end of the implementation period; and
- MPIP is designed with sufficient capacity to meet processing requirements for a minimum of four years.

TASK 1 - PROJECT MANAGEMENT

The Contractor must provide one fulltime, 100% dedicated Project Manager throughout the implementation period. This Project Manager must work at the operations site or at a State site as requested by JFS.

The Contractor also must propose a system development methodology (SDM) that is defined, documented, repeatable, and consistent with the Software Engineering Institute (SEI) Level 3 or higher Capability Maturity Model (CMM). The Contractor is not required to have official SEI certification.

JFS' business operations will assign at least one full time Business Project Manager who will collaborate with an Information Technology Project Manager and additional JFS staff, as it deems appropriate, to perform project work, including advising, monitoring and reviewing. For data interface development, JFS' technical staff will assume supporting roles and will assume full maintenance responsibility for data interfaces required to connect the MPIP to other state owned systems. In addition, state staff will be responsible for certain systems

administration functions for the purpose of monitoring, reviewing, correcting and supporting the EPs and EHS who will be utilizing the system.

The Contractor must create all project management Deliverables initially and update them as needed throughout the life of the Work.

After implementation, the Contractor will provide a Service Delivery Manager to oversee the day to day operations of MPIP. In this phase, the JFS Business Project Manager will oversee the State's day to day MPIP operations, including prioritizing new work required to remain compliant with new and modified federal and state requirements, generate or modify State Administrative Code changes, handling ongoing maintenance and production support activities, managing dispute resolution and informal and formal hearings resolution, monitoring issues, arranging for and assisting with audit protocols, audit initiation, audit related regulatory action and other actions arising from State and/or Federal audit review activity and providing root-cause analysis for any unforeseen outages or other program disruptions that occur. The Contractor's Service Delivery Manager will work in tandem and at the direction of the State Business Project Manager responsible for the execution of these activities. When the Contractor's Service Delivery Manager is unavailable, he or she will designate an alternate to handle communications.

The Contractor must propose only one candidate to be dedicated 100% throughout operations, unless otherwise approved by JFS, for the position of Service Delivery Manager and that candidate will be identified by name. The Service Delivery Manager will, on a full-time basis, manage the daily operations of the contract staff, work with state personnel and subcontractors, and be responsible for establishing and enforcing service levels for the project. The Service Delivery Manager must be available for all project meetings and be available to JFS within 24 hours of notification by JFS if necessary. The Contractor's Service Delivery Manager must be available to JFS by telephone 24 hours a day Monday through Friday.

KICK OFF

Kick Off Meeting The Contractor and JFS will conduct a kick-off meeting within forty-eight hours of contract award.

Contractor Staff Management The Contractor must provide the day-to-day management of its staff and Work activities, tasks, and Deliverables in accordance with the approved project work plan and project schedule. The Contractor has primary responsibility for the successful completion of project activities, tasks, and Deliverables and the transfer of knowledge to State staff.

Update Project Schedule The project schedule submitted with the Contractor's Proposal must be updated and submitted in electronic and paper form to the JFS Business Project Manager for approval within two (2) calendar days of contract award. The revised project schedule will become the Contractor's baseline plan to fulfill the contract. The Contractor must use Microsoft Project or Open Workbench as the project management tool for the maintenance and presentation of the project schedule during the project.

The project plan baseline will be established in the early stages of the project. Once established, the baseline will only be modified by the State's Business Project Manager. The approved baseline will be used for all Project metrics reported on a daily/weekly status reporting schedule.

The project schedule must be formally updated in conjunction with the weekly and monthly reporting requirements throughout the project.

PROJECT COMMUNICATION PLAN

As part of the project management task, the Contractor must develop a project communication plan that ensures timely and appropriate generation, collection, and dissemination of project information. This includes the communication protocols and procedures for reporting to JFS stakeholders regarding project issues, project risks, and change orders. All materials generated as a result of the communication plan must be turned over to JFS upon system acceptance.

CHANGE MANAGEMENT PLAN

The Contractor must work with JFS Business Project Manager to develop a change management plan that establishes the change management roles and responsibilities, policies, guidelines, processes, and procedures necessary for controlling and managing the changes during the life of the contract. Changes may be based on scope (both technical and functional) or schedule. This document must identify how changes are identified, defined, evaluated, approved, and tracked through completion. This plan must identify responsibilities and define the composition, function, and procedures.

Change Control Process The Contractor must work with JFS Business Project Manager to provide a change control process within the Change Management Plan. Change control is the formal process for identifying the impact of any change or correction that modifies scope, deliverables, timeframes, or resource allocations, and determining the disposition of the requested change or correction.

The change control process could be initiated by events, including but not limited to the following:

- Changes in Federal and/or State requirements;
- Changes introduced by third party contractor;
- Changes in JFS business processes or policies; and
- New business requirements.

The Contractor must work with JFS Business Project Manager to implement and follow a change control process that will span the entire Project life cycle and ongoing support that:

- Provides a clear scope of what is included, excluded and cost for each change order;
- Delineates the system downtime required to implement changes if appropriate;
- Defines related testing for the implementation of the change;
- Incorporates multiple levels of priority for change orders (e.g., critical, must-have, desired, etc.);
- Supports the change control process by estimating impacts, investigating solutions, identifying alternatives, inputting appropriate information into Project tracking tools, participating in the decision-making process, and implementing the agreed-upon solution; and
- Provides and maintains documentation that at a minimum:
 - Controls to monitor change orders;
 - A process for reporting the status of all change requests;
 - The ability for JFS Business Project Manager to set and change priorities on individual change requests;
 - A method to schedule a completion date provided by JFS Business Project Manager for each change request.

REPORTING AND STATUS MEETINGS

The Contractor must provide periodic reporting and participate in status meetings. Communication in the implementation period is expected to be at least daily and work on weekends to meet the state's aggressive implementation schedule should be anticipated. Status meetings will occur daily initially, including in person and by telephone or via Internet. Post implementation, the frequency of status meetings may, at the direction of JFS' Business Project Manager, be scheduled weekly. The weekly status reports, monthly status reports and project schedules do not require a Deliverable review cycle. All electronic status reports must be stored in a project repository, which provides an automated system that ensures version control, indexing, and storage of all communications media, and must be accessible by JFS staff. JFS will provide the EMC eRoom product for managing documents for the project.

Meetings (daily/weekly) Throughout the Work, the Contractor's Project Manager and JFS' Business Project Manager and other pertinent primary project staff must participate in weekly meetings with other members of the Medicaid MPIP. The meetings must follow a preset agenda and must allow the Contractor or JFS to discuss the project accomplishments and issues of concern to either party.

Weekly Status Reports The Contractor must provide electronic status reports on the project, which are due to JFS' Business Project Manager at least 24 hours before each meeting. Meeting status reports must contain, at a minimum, descriptions of the following:

- An Executive Summary;
- Any issues encountered and their current disposition;
- Anticipated tasks to be completed in the next week;
- Tasks percentage completed between 0% and 100%.
- Updated Project schedule;
- Weekly project metrics (i.e. schedule performance index, cost performance index, schedule variance percent);
- A list of all change requests;
- Updated risk and mitigation planning.

The Contractor's proposed format and level of detail for the status report will be subject to State approval.

Contractor Deliverables The Deliverables to be produced by the Contractor for the Project Management Task must include the following:

1. Updated project schedule;
2. Project communication plan;
3. Communication materials;
4. Change management plan;
5. Weekly status reports.

TASK 2 - SYSTEMS ANALYSIS AND DESIGN

The Deliverables from this task must be developed according to the approved Project Plan developed in Task 1, and must be consistent with the agreed upon standards. The major objectives of the System Analysis and Design task are as follows:

- Ensure that the Contractor has a thorough, detailed understanding of JFS' requirements for implementing MPIP;
- Validate and refine the business requirements specified in this RLB and supporting documents with JFS staff;
- Elaborate and document detail requirements for the system;
- Design the data interfaces to JFS systems;
- Define the systems parameters and related implementation requirements for the Contractor's software solution.

Contractor Responsibilities The Contractor must perform a detailed review and analysis of all requirements provided in the RLB and develop the detailed specifications required to implement the system. The Contractor must complete activities consistent with its proposed methodology to accomplish the task objectives and meet all RLB requirements. JFS prefers methodologies that allow JFS multiple opportunities to validate requirements and design. This includes a desire to view rapid prototypes of requirements and design concepts, screens, content, and application flow. Prototypes do not necessarily need to become operational or be reused during development. Workflow and performance simulation within the design is also preferred. At a minimum, completion of this task must include the following activities:

Review, Validate and Refine Requirements The Contractor must thoroughly review, validate, and update, if necessary, all requirements specified in this RLB. In addition, the Contractor must work with State staff to fully understand the scope, purpose, and implications of each requirement.

The Contractor must thoroughly review all appropriate, relevant Ohio and Federal program, policies and approval and design documents. The Contractor may reference the Ohio Revised Code (ORC), Ohio Administrative Code (OAC), and other associated MPIP program documentation. JFS' policies are at the following URL:

<http://oit.ohio.gov/IGD/policy/OhioITPolicies.aspx>

Construct Requirements Specification Document (RSD) The Contractor must develop and maintain a System Requirements Specification Document. This System Requirements Specification Document must include system functional, and non-functional requirements (e.g., quality attributes, legal and regulatory requirements, standards, performance requirements, and design constraints). The requirements covered in this RLB are the base requirements. They must be further refined to arrive at the detailed design requirements and traced throughout the system development life cycle. These detailed requirements must be traceable back to the requirements specified in the RLB. At a minimum the Contractor must:

- Conduct joint application design (JAD) sessions to finalize requirements and ensure that responses to all RLB requirements are acceptable to JFS; and
- Evaluate business model/process changes since the RLB release date and identify corresponding requirements.

The specification for each requirement should include a means of measuring that the requirement has been satisfied. This measurement will be used to generate the necessary test cases for system and acceptance testing.

The Contractor must review RLB requirements, validate them, and identify how and where the requirements are met by the Contractor's solution. Additionally, the RSD must include:

- A cross-walk or map of each RLB requirement;
- A listing of any open change orders, as well as any requirements subsequently identified in JAD sessions related to any functions and processes;
- Identification of all internal and external interfaces; and
- Identification of linkages across the business model and component functions.

Requirements Traceability Matrix The Contractor must develop and maintain a requirements traceability matrix to track all requirements. Requirements must be tracked throughout the project from requirement specification through production implementation utilizing a tool approved by JFS. The primary objective is to ensure continuity and detail tracking of requirements to system functionality.

Detailed Data Interface Document The Contractor must develop and maintain a Detailed Data Interface Document. The Detailed Data Interface Document (DID) must be available in hardcopy and electronic media, in a format approved by JFS and must include:

- Resource requirements that detail time estimates for transaction and batch processes required for production;
- An identification of system files and processing architecture to support data interfaces;
- A general narrative of the flow of data interfaces to and from the system;
- A detailed description and diagram of the interfaces system architecture identifying how components are integrated to meet RLB requirements;
- A listing and brief description of each file;
- Final layouts for all interface files to include, at a minimum, file names, data element names, comprehensive data element dictionary with valid values, record length, record names and types, data validation rules for file data content and related processing to insure data integrity and quality.

The Contractor must conduct walkthroughs of the Data Interface Document with the JFS Business Project Manager and technical resources during the development of the design specifications for the data interfaces to enable JFS' Project staff and technical resources understanding of the system data file interface and processing.

System Security Plan The Contractor must document a Security Plan. This plan must detail all methods of security, including all protocols and technologies used by the system. This plan must include, among other things, details describing the system's adherence to and compliance with JFS' security regulations, policies, and procedures, security aspects of the system's physical architecture, detailed descriptions of all user access roles and their corresponding security levels. This plan must receive final approval from the JFS System Security Officer. The plan must be resubmitted to JFS Business Project Manager annually with edits to the plan identified. All updates and revisions to the plan must be approved by the State.

System Deployment Plan The Contractor must develop a Deployment Plan that details how the system will be deployed to the user community. It must detail how the system interfaces will be implemented, identify user documentation and its deployment, identify system configuration requirements for interface data file transfers, and a plan for deployment and state staff training.

Architectural Component Procurement Plan for the Data File Interfaces The Contractor must produce and maintain an Architectural Component Procurement Plan which details all hardware and software required for the system that JFS may be required to purchase to support the data file interfaces. It is JFS' intent that the solution will require minimal hardware and software to support the data file interfaces between the solution and JFS systems.

If there is additional hardware or software that must be procured by JFS to support the data file interfaces, this document must identify the detailed specifications (e.g., components, stock numbers, configurations, quantities, etc.) of all hardware and software components that JFS may require to support the proposed solution. The plan must identify the dates each component must be in operational status. JFS requires a 90 day lead time for component purchases and this procurement plan must identify the lead time for each component. All projected hardware/software order and availability dates must be reflected in the project plan.

Deliverables to be produced by the Contractor for this task include:

1. Requirements specification document;
2. Requirements traceability matrix;
3. Detailed Data Interface Document;
4. Security plan;
5. Deployment plan.

TASK 3 –CONFIGURATION AND DOCUMENTATION

The Configuration and Documentation Task is to configure MPIP in a hosted environment. The Contractor must develop all data file interfaces required between the Contractor's hosted environment and JFS' applications. Additionally, the Contractor must establish the hardware, software, and network environment, including connection to the JFS network and integration with other JFS or CMS applications will be essential to the Contractor's success. It is the Contractor's responsibility to procure all the hardware, software, and necessary technical accessories required to accomplish the configuration and documentation tasks.

Contractor Responsibilities The Contractor is responsible for all aspects of procuring, implementing and maintaining the system environment(s). This includes procuring, installing, maintaining and housing all hardware and software required to configure and support production and test operations for the system. All hardware and software must be maintained such that it is at a current release and is fully supported by the software and hardware manufacturer(s).

The Contractor is responsible for procuring, installing and maintaining all workstations, its local area networks, wide area networks and internetworking infrastructure required for the Contractor's hosting site. The Contractor will be responsible for providing connectivity to the JFS VPN gateway to the internal JFS network.

Configuration and Unit Testing The Contractor is responsible for all configuration, interface development and unit testing at the hosting site to meet the requirements of this Contract.

Working with JFS, the Contractor must develop all required interfaces to send and receive data files from JFS and CMS. The specifications and design for these interfaces will be the result of Task 2. JFS will develop the processes necessary to extract data from JFS owned systems for transmission to the Contractor and to load data from the Contractor solution to the JFS' system. The exchange of data will occur, at a minimum daily. The timing for the transmission and processing of the interfaces will be mutually agreed upon by JFS and the Contractor to meet the objectives for system operations.

The Contractor must develop the required interfaces as defined in the Detailed Interface Document. The Contractor must develop any bridges and code necessary for the systems operations to meet the objectives of this Contract. Once the required interfaces are developed the Contractor is required to test data transmission between the Contractor and JFS.

The Contractor is responsible for configuring, and maintaining all the application code to meet the requirements of this Contract. The Contractor must document all system functions. The documentation must also include traceability from the functional requirements to the system test cases. All configuration changes must be unit tested by the Contractor to verify operational functionality.

The results of unit testing and data transmission must be documented in a test results document. This document must include functionality tested, errors, error correction and final results.

Operational Documentation The Contractor must prepare and maintain documentation for all functionality. The Contractor will be responsible for the production and distribution of all systems documentation upon implementation, and provide updates in a timely manner. The following are minimum requirements for the system.

1. The documentation must include on-line, context-sensitive help screens for all functions within the web application;
2. User documentation must be written and organized in a manner that users can learn from reading the documentation how to use the systems;
3. User documentation must be written in a procedural, step-by-step format;
4. User manuals must contain a table of contents and an index;
5. Descriptions of all error messages and the steps to correct such errors must be provided;
6. Abbreviations and acronyms must be consistent throughout the documentation and defined in a glossary;
7. Documentation must contain a list of valid values and descriptions for all data fields;
8. Each user manual must contain illustrations depicting how to use the system;
9. Use version control numbering with detailed history to reflect amendments and additions;
10. Maintain dating history (i.e. date of issue, date of approval and/or date of implementation).
11. Update documentation within 30 days of processes, procedures and system functionality changes;
12. Communicate proposed policy/procedure changes to State prior to implementation for State approval;
13. Each user manual must contain a section describing all reports generated within system, which includes the following:
 - i. The purpose of the report;
 - ii. Definition of all fields in the report, including detailed explanations of calculations used to create all data and explanations of all subtotals and totals; and
 - iii. Illustrations of reports.
14. Instructions for creating, accessing, or requesting reports;
15. The manual may be broken into smaller functional manuals for distribution to the appropriate roles that individuals may have.

Data Interface Operating Procedures The Contractor must work with JFS project staff to develop operating procedures that define the relationships and responsibilities of the Contractor and JFS project personnel for the system. Minimum requirements are:

1. Must be written in a procedural, step-by-step format;

2. Operating procedures must be created and maintained in Word 2003 (or higher, consistent with JFS standards) and must be available online and provided on request to JFS on electronic media;
3. Instructions for sequential functions must follow the flow of actual activity;
4. Operating procedures must contain a table of contents, be indexed, and include an online search capability;
5. Descriptions of error messages for all fields incurring edits must be presented;
6. Definitions of codes used in various sections of a manual must be consistent;
7. Mnemonics used in operating procedures must be identified and must be consistent with windows, screens, reports, and the data element dictionary;
8. Abbreviations must be consistent throughout the documentation;
9. Requirements for purging, archiving, backing up, and restoring required data; and
10. Operating procedures must contain any reports used for balancing or other administration functions to monitor and ensure the system is performing as expected.

Procedures Manual The Contractor must develop and maintain a Procedure Manual that contains detailed and up-to-date descriptions of related workflows and business processes for program applicants, State staff and data interfaces processes.

Deliverables to be produced by the Contractor for the development task must include the following:

1. Unit and Interface Test Results;
2. Operational documentation; and
3. Data Interface Operating Procedures.

TASK 4 – SYSTEM AND USER ACCEPTANCE TESTING

The Contractor's system must be subjected to system and user acceptance testing.

Contractor Responsibilities At a minimum, the Contractor must perform the following activities during this phase:

System Test Plan The Contractor must develop the System Test Plan that includes, at a minimum, the following:

1. Test scenarios developed with JFS' assistance - Test samples must include all incentive payments for EPs, incentive payment calculations for EHs, processing functions; incoming and outgoing data (including all data file interfaces), posting, reconciliation and reporting requirements and second year incentive payment processing;
2. The scope of the tests including regression testing, load testing and balancing that clearly describe how the plan will fully test the system functions, features and performance;
3. The inputs to the test, performance testing scripts, the steps and procedures in the testing process, timelines and the expected results;
4. A description of the Contractor and State staff roles and responsibilities during testing;
5. An indication of all State resources needed; and
6. A description of the defect identification and resolution processes to be executed during the system test.

Execute System Testing The Contractor must test all system functionality, including interfaces. System testing must occur in an established test environment that mirrors the Contractor's production environment. To complete the System Test the Contractor must perform the following:

1. Execute the system test plan;
2. Function as system users during system testing and evaluate and validate all test outcomes;
3. Provide system output and test outcomes to JFS project staff as requested;
4. Analyze and evaluate performance of all systems, telecommunication networks, hardware, and software;

5. Perform all system modifications required to ensure system performance meets performance requirements as specified in the approved requirements;
6. Document and resolve any errors encountered during system testing; if major defects are found during system testing, the entire test script must be re-initiated and the test period must begin again (e.g., a major defect is anything that stops the system/application from functioning or fails to deliver required functionality); and
7. Provide adequate staff dedicated to testing support and problem resolution while the test is in progress.
8. Upon request, the Contractor must provide a defect and resolution log to JFS.

System Test Results Document The System Test Results document must include all system test results and system recommendations. The document must contain sufficient information to permit JFS to validate that the test has been successfully executed in accordance with the approved system test plan. The tests performed must prove that the system meets the approved requirements. All defects encountered during the system test and their resolutions must also be reported in the system test results document.

If test results are deemed unacceptable by JFS, the Contractor must make modifications to appropriate systems and repeat the testing and approval process.

User Acceptance Testing The user acceptance testing (UAT) will verify the full functionality and technical usability of the system. UAT includes testing the interfaces and system accessibility.

Contractor Responsibilities The Contractor responsibilities for UAT include managing and supporting the user acceptance testing. At a minimum, the activities of this task must include the following:

Develop UAT Plan The Contractor must develop, with assistance from JFS, a UAT plan that includes, at a minimum, the following:

1. Test scenarios developed with JFS' assistance - Test samples must include all incentive payments for EPs, incentive payment calculations for EHs, processing functions; incoming and outgoing data (including all data file interfaces), posting, reconciliation and reporting requirements and second year incentive payment processing;
2. A description of the Contractor and State staff roles and responsibilities during testing;
3. The scope of UAT, which includes the inputs to the test, the steps and procedures in the testing process, timelines and the expected results; and
4. A description of the defect identification and resolution processes to be executed during UAT.

Train UAT Staff The Contractor must train all designated State staff for successful execution of User Acceptance Testing.

Monitor and Support UAT During UAT, State staff trained by the Contractor will test the system to validate that the functionality, features and performance meet approved requirements. The Contractor must monitor and support UAT in the following ways:

1. Utilize relevant Ohio test data to execute the user acceptance test;
2. Analyze and evaluate performance of all systems, telecommunication networks, hardware, and software;
3. Evaluate all UAT outcomes;
4. Document, track, repair and report to JFS all defects encountered during UAT; if major defects are found during UAT, the entire test script must be re-initiated and the test period must begin again (e.g., a major defect is anything that stops the system/application from functioning or fails to deliver required functionality);
5. Perform all system modifications required to ensure system meets approved requirements as specified in the System Design document;
6. Provide adequate staff dedicated to UAT support and problem resolution while the test is in progress; and

7. Upon request, provide a defect and resolution log to JFS.

Produce UAT Final Report The Contractor must include the results of the UAT and any system recommendations in the UAT Final Report. The report must contain sufficient information to validate that UAT has been successfully executed in accordance with the approved UAT plan and that the tests performed adequately meet the approved requirements. All defects encountered during UAT and their resolutions must be reported in the UAT Final Report

If test results are deemed unacceptable by JFS, the Contractor must make modifications to appropriate systems and repeat the testing and approval process.

Deliverables to be produced by the Contractor for this task include the following:

1. System Test Plan;
2. System Test Results Document;
3. UAT Plan; and
4. UAT Final Report.

TASK 5 – TRAINING / COMMUNICATIONS & MARKETING

JFS requires training to prepare staff for the system. This training includes overall system functionality, technology, processes, and operations. The objective of this task is to prepare JFS staff, EHs, and EPs in the use of the system.

Contractor Responsibilities The Contractor will be responsible for developing training plans and materials for EPs, EHs, and State staff. The Contractor must develop a training curriculum for each role. The Contractor must develop and complete the training in a manner that ensures training occurs prior to implementation.

The Contractor will be responsible for the development and delivery of various methods of training such as but not limited to, Web based online tutorials, electronic documentation (e-documentation), and printed materials. The Contractor will be available for on-site training of EPs and EHs as determined by JFS.

Training must be provided in the following categories:

JFS State Users The Contractor must provide training for approximately 20 users who will use the system. The Contractor must provide classroom or videoconference training on all aspects relating to administrative functions to be performed by state staff. JFS will provide classrooms at a designated State training site. Before the initiation of training, the Contractor is responsible for site preparation. JFS has network connections necessary for 12 to 15 students per class. JFS may, at its sole discretion, record any training sessions and use any training materials for future training. The Contractor will be responsible for identifying and providing the appropriate number of training sessions. Training methods must include online tutorials, web-based training and e-documentation.

The Contractor must provide training to personnel who have varying computer skills and who perform different functions within the organization. Training must be role-based and structured to support all security levels utilized in the system. Business processes include, but are not limited to:

- System Features and system interoperability;
- Process and Operations;
- Reporting;
- Security;
- System Tutorials/System Navigation.

EP and EH Training The Contractor must develop and provide training materials for potential EPs and EHs and their related associations and advocacy groups as well as for other key stakeholders. Materials may include products such as quick start guides, distributed brochures and pamphlets, web-based tutorials, e-documentation,

and Frequently Asked Questions. The training must be structured to address system functionality to include all aspects of EH and EP related functions for using the system.

Training Methods Training must be provided utilizing the following methods with no impact to production system performance. Each method may be utilized for different audiences based on need.

Web-based Tutorial The Contactor must provide a web-based tutorial to assist users to learn the major functions of the system. The tutorial content must be specialized for each user audience specific needs.

E-Documentation. The Contractor will provide e-documentation accessible to all users online. The content must include, at a minimum, a glossary of terms, step by step instructions for user account access and use of the system.

Printed Materials The Contractor may distribute printed training materials to program participants. All printed material will require approval by JFS.

Develop, Provide and Maintain Training Documentation The Contractor must develop and update all training e-documentation, manuals, materials, and training guides (including training objectives and outcomes). The Contractor must develop a document version control plan for the maintenance of training documentation. The Contractor also must incorporate on-line help, on-line policy, and procedure manuals and hard copy user manuals for the delivery of training. All training materials must be reviewed and approved by JFS before the start of the training. The Contractor must provide all electronic source documents and graphics used in the development and presentation of all aspects of training. All materials produced for training become the property of the State of Ohio.

Communications/Marketing The Contractor will be responsible for all mailings and or email to program applicants for materials that provide information and related support for the use of the services. These mailings must allow JFS the ability to review and approve all material and provide inserts to be included with standard mailings. The Contractor will provide at no cost the ability for JFS to include a one page insert for mailings. JFS may request mailings to program applicants. JFS will be responsible for the design and printing of mailing inserts and will work with the Contractor to coordinate the delivery of inserts to the program applicants' mailing facilities.

Ongoing Communication The Contractor must continue distribution of training material through the use of mailings, personal contact with program applicants, and general communications after implementation. The Contractor communications with program applicants are to inform them about system enhancements, changes, and Frequently Asked Questions (FAQs). The Contractor must create and submit to JFS plans for conducting communications with program applicants.

NOTE: JFS must approve all ongoing communications to be distributed to program applicants.

ONGOING TRAINING The Contractor must conduct ongoing training, as needed or in conjunction with operational changes or system releases. The Contractor is responsible for all costs associated with training.

Minimum Requirements: The Contractor must:

1. Conduct training 30 days prior to a change in the Contractor's system;
2. Provide all necessary training materials;
3. Draft training plan, if required by JFS, for complex or significant changes or releases;
4. Provide training region in Contractor's system as requested by JFS;
5. Provide on-site support assistance as needed;
6. Participate in conferences, workgroups and meetings;
7. Provide troubleshooting and assistance.

Deliverables to be produced by the Contractor include the following:

1. Training plan/schedule;
2. Training documentation;
3. Training curriculum;
4. Establishment of training database and related application software;
5. Conduct training for JFS staff.

TASK 6 – IMPLEMENTATION AND ACCEPTANCE

The Contractor must propose either a phased or a single-implementation approach to meet project timelines.

Contractor Responsibilities At a minimum, the Contractor activities of this task include the following:

Implementation Plan The Implementation Plan must demonstrate to JFS how the Contractor will implement the system. The plan, at a minimum, must detail the approach for coordinating the following:

1. Implementation approach;
2. Technical preparation;
3. Implementation activities check list; and
4. Implementation schedule.

Implementation Acceptance The Contractor must confirm that:

1. Training is complete;
2. All system and user acceptance testing is complete;
3. The production environment has been prepared in accordance with project requirements;
4. All user and system support (such as Call Centers) are in place;
5. All appropriate systems access and logins are established;
6. All data interface processing is finalized and established; and
7. System load testing criteria have been met.

The contractor must provide evidence to demonstrate how the above criteria have been met. JFS will provide feedback to the Contractor regarding evidence presented within 5 business days and will accept or reject the system within 15 business days.

Contractor Deliverables. Deliverables to be produced by the Contractor for the implementation task must include the following:

1. Implementation Plan;
2. Evidence that Implementation Acceptance Criteria has been met

TASK 7 – SYSTEM OPERATIONS

The Contractor will be responsible for all system operations for the term of the contract.

Contractor Responsibilities The Contractor must provide system operations, which include updates, patches and repairs; defect resolution; software upgrades; enhancements; and technical support during the term of the contract.

Updates, Patches and Repairs The Contractor must update, patch, and repair the system components and related hardware in Contractor environments and package software changes for promotion to production. All updates, patches, and repairs must be fully and successfully tested before migration to production.

For implementation of updates, patches, and repairs the Contractor must work with JFS to coordinate the release of the updates, patches, and repairs with regularly scheduled maintenance releases.

Defect Resolution The Contractor must correct system defects, which are malfunctions or functional deviations from approved system requirements. The Contractor must take corrective action and ensure that the system performs as designed.

The Contractor must fix all system defects unless the Contractor is not authorized to fix the defect. All system defect repairs must be fully and successfully tested before migration to production. For implementation of system defect repairs the Contractor must work with JFS to coordinate the release of the repairs.

Upon correction of the problem, the Contractor must notify JFS that the problem is resolved and submit a written report of the defect analysis and resolution implemented within five (5) business days or agreed upon time.

Software Upgrades When evaluating software upgrades, the Contractor must determine the impact on current configurations. The Contractor is expected to keep software current by implementing upgrades as specified in applicable license agreements. All upgrades must be fully and successfully tested before migration to production.

For the implementation of software upgrades, the Contractor must work with JFS to coordinate the release of the upgrades with regularly scheduled maintenance.

Enhancements During this task, the Contractor will be responsible for application enhancements approved by JFS. These enhancements may be caused by changes in State or Federal requirements or by requests from JFS. When needed, State requested enhancements will be negotiated through the Change control process utilizing the Rate Card contained in the Cost Summary.

For the implementation of enhancements, the Contractor must work with JFS to coordinate the release of the enhancements with regularly scheduled maintenance.

System Incidents and Resolution The Contractor must provide all technical support. Incident notification and resolution must be within the timeframes identified in the RLB, unless otherwise agreed upon by JFS. The Contractor must provide JFS with documentation of all incidents and resolutions implemented within five (5) business days or agreed upon time.

The Contractor must use the following definitions of resolution priority for application defects discovered during production:

- **Urgent:** issue/problem has caused, or has potential to cause, the entire system to go down or to become unavailable; reported via e-mail and phone or pager immediately on a 24 hour per day schedule; and
- **High:** issue/problem directly affects the public, or a large number of stakeholders are prevented from using the system. High-priority problems include those that render a site unable to function, make key functions of the system inoperable, significantly slow processing of data, severely impact multiple stakeholders, lead to federal penalties, misdirect transactions, or severely corrupt data; reported via e-mail and phone or pager immediately on a 24 hour per day schedule;
- **Medium:** Medium-priority problems include those errors that render minor and non-critical functions of the system inoperable or unstable, and other problems that prevent stakeholders or administrators from performing some of their tasks; reported via e-mail within two business hours;
- **Low:** all service requests and other problems that prevent a stakeholder from performing some tasks, but in situations where a workaround is available; reported via e-mail within two business hours.

The Contractor must review and diagnose all urgent and high-priority problems within two hours of receipt of the problem report. The Contractor must review and diagnose all medium- and low-priority problems within four hours of receipt of the problem report.

The Contractor must provide JFS an analysis utilizing the approved change management process of the diagnosis, solution, and the anticipated completion date/time. JFS will provide approval for the Contractor to begin work on the defined solution for all urgent and high-priority problems.

The Contractor must correct system fatal errors and abnormal ends, and software defects causing such problems. On-line fatal errors and abnormal ends must be corrected within 24 hours from the time that the problem occurs unless the JFS Project Representative has approved additional time for corrective action. Processes that end abnormally and negatively impact on-line availability and transaction processing must be fixed immediately.

The Contractor must fix all application defects unless the Contractor is not authorized to fix the defect. All defect resolution will have to be approved by JFS.

Whenever an operational problem results in inaccuracy, data corruption, delay or interruption of online availability, or delays in transaction processing, reports or other output, the Contractor must immediately notify the JFS Project Representative or his/her designee. This notification must include distributing information to the JFS Call center, subject-matter experts, and to JFS staff via a daily production status report. The notification must include a description of the problem, the expected impact on operational functions, a corrective action plan, and expected time of problem resolution. Upon correction of the problem, notify the JFS Business Project Manager or designee that the problem is resolved.

Service Level Agreement Criteria

1. The rate of error for each EH payment calculation is less than one-half of one percent (0.5%).
2. Payment error rate for EPs is less than one-half of one percent (0.5%).
3. NLR registrations are available in the system within one business day.
4. The system must be available for user access 99.9% of the time except for scheduled maintenance windows.
5. Contractor must reply to State requests for assistance with system functionality within 2 hours of the request.
6. EP and EH complaints of services and service availability are less than one percent (1%) of the total population.
7. Contractor must provide monthly reports that detail call center activity, number of issues resolved and outstanding, etc.
8. Contractor must adhere to Federal or State mandated implementation schedules due to changes in program functionality or regulations.
9. Percentage of customer calls that are abandoned after being connected for a minimum of 30 Seconds will be calculated as the number of calls in the Help Desk queue that are abandoned, divided by number of calls placed in queue. Calls that are answered by an IVR system shall not be included in the measurement.
10. A Service Representative must answer 100% of program participant calls within 30 seconds or less. Measurement begins from the time a participant selects an option to speak with the first available representative and is placed in queue, to the time the call is answered by a live service representative. If the call is not answered within 30 seconds, then the "wait" time for calls that are subsequently abandoned will also be included in the measurement. Calls that are completed by an IVR system shall not be included in the measurement.

NOTE: Liquidated damages may be assessed based on failure to meet SLAs as defined in the RLB.

TASK 8 – END OF CONTRACT TRANSITION

End of Contract Transition Plan Upon notification that the Contract will not be renewed at the end of its term or is terminated prior to its expiration for any reason, the Contractor must provide all reasonable transition assistance requested by JFS to ensure a smooth and orderly transfer of data and software code.

In the event any Contract resulting from this RLB expires or is terminated for any reason before the end of the Contract period, JFS may require the Contractor to extend the services for a period up to one hundred eighty (180) days (time period is at sole discretion of JFS), or until such time as services of a new Contract is in effect and implemented, as determined by and at the sole discretion of JFS. Following this transition period the Contractor will answer questions from JFS on an as needed basis.

The Contractor must cooperate with JFS to assist with the orderly transfer of the services, functions, data and operation provided by the Contractor hereunder to another services program applicant or to JFS. Transition to JFS requires transfer of all data, documentation, software code developed for the system, related scripts, reporting scripts or parameters used by third party tools necessary to operate and maintain the solution at JFS. Supporting software such as Operating Systems, Database Systems (Oracle, MS SQL Server) and other third party software and hardware will be acquired by JFS. A detail list of equipment specifications and third party software required to operate and support the system must be provided.

The Contractor personnel critical to the transfer efforts will be identified by both parties. The Contractor must ensure the cooperation of its key employees during the transfer process. The Contractor must provide full disclosure to JFS of the equipment, software, and third-party supplier services required to continue services previously performed by the Contractor within thirty (30) days. The Contractor must exercise its best efforts to ensure that JFS obtains appropriate access to third-party: services, hardware, software, personnel and facilities required to perform an orderly transition.

The Contractor must allow JFS purchase of phone IVR/VRU equipment, network routers, network hubs, network firewall equipment, web and database servers, and terminals, including all associated software licenses, at depreciated cost.

The written End of Contract Transition Plan must include, at a minimum:

1. All non critical software changes will be frozen;
2. Outside vendors will be notified of procedures to be followed during the transition,
3. Data will be transferred; and
4. Electronic images will be provided to JFS;
 - a. All JFS, information, documents, mail, instruments, and other relevant information are transferred to JFS; and
 - b. Any interim measures deemed necessary to ensure compliance with federal and state law and regulations are taken.
 - c. Transition assistance and cooperation requires the submittal of an End of Contract Transition Plan six months prior to Contract expiration. If notice of termination is provided to the Contractor in a timeframe that is less than six months, the End of Contract Transition Plan must be provided within a timeframe established by JFS. The proposed End of Contract Transition Plan must be approved by JFS.
5. Transition costs associated with transfer will not be reimbursed by JFS.

The End of Contract Transition Plan must include, at a minimum:

1. Project plan for transition assistance of all operations;
2. Identification of the services and related positions or functions that require transition, including a schedule, plan and procedures for the subsequent Contractor or JFS;
3. Description of actions to be taken by the Contractor in performing transition assistance;
4. Description of how the Contractor will achieve the transfer of:
 - (i) Relevant information regarding the MPIP system,
 - (ii) Resources to include software code licensing agreements, hardware inventory, etc. ,
 - (iii) Operational activities,
 - (iv) All relevant data, including historical data, required to operate the system,
 - (v) Documentation and work products, and

(vi) Contracts (if any).

5. Description in detail of any dependencies on the subsequent Contractor or JFS necessary for the Contractor to perform the transition assistance services (including an estimate of the specific Contractor staffing required);
6. Inventory of documentation and work products required to facilitate the transition of responsibilities;
7. Assist JFS in the identification of significant potential risk factors relating to the transition and in designing plans and contingencies to help mitigate the risk;
8. Set the timeline for the transfer of each component of the terminated services (including key milestones to track the progress of the transfer);
9. Define a schedule and plan for Contractor's return to JFS or its designee of JFS' confidential information, data, documents, records, files, images, and any other storage media in the Contractor's possession;
10. Procedures for transferring of all documentation pertaining to the operation of system as well as all documentation requested by JFS within the Contract; and
11. Procedures and schedule under which the Contractor's and JFS' transition managers will meet to review the status of Transition Plan activities and to resolve any issues.

Transition Management Team The Contractor must provide a Project Manager who will lead and be responsible for the Contractor's overall performance of the transition assistance services and who will be the primary point of contact for JFS during the End of Contract Transition.

JFS will identify a Business Project Manager who will be the primary point of contact for JFS during the End of Contract Transition. Additionally, JFS may identify a transition team to review current services provided by the Contractor and work to facilitate an orderly transition of services.

Customer Support The Contractor must develop a process which ensures that there are no disruptions to Customer Support during the transition.

The Contractor must develop a process to assist JFS with a smooth transition from the Contractor's systems to the subsequent Contractor or JFS' systems for continued compliance with Federal and State laws and regulations.

The Contractor will be responsible for all costs and work effort necessary to extract all of the data and provide it, in a mutually agreed upon format, to the subsequent Contractor or JFS. The subsequent Contractor or JFS is responsible for all necessary conversion efforts to load the data into the replacement system.

The Contractor must:

1. Freeze all non critical software changes.
2. Provide all non-proprietary documentation stored within the documentation repository to JFS.
3. Return any State equipment provided to the Contractor, if applicable.
4. Provide the data from the Contractor's system to the subsequent Contractor or JFS.
5. Provide all source code developed by the Contractor or Subcontractor that enables full functionality of the system. Excludes source code for purchased license software (e.g. Oracle, Cognos, and etc.).
6. Provide full cooperation with the subsequent Contractor or JFS in the transition.
7. Provide all information requested by JFS to ensure a successful and smooth transition.
8. Provide a detailed report of current staffing levels necessary to operate the System, to include job titles and responsibilities.

9. Provide all records stored both electronically and in hard copy in accordance with Contract requirements.
10. Transfer all State property, information, documents, mail, and data to the subsequent Contractor or JFS.
11. Promptly correct, at no cost to JFS, any problems which were caused by lack of support at transition, as may be determined by JFS (anything that causes negative impact/financial damages/etc.).

Reports The Contractor must provide all reports deemed necessary by JFS to close the Contract.

Cooperation The Contractor must provide transition assistance requested by JFS to allow for the services to continue without disruption and to facilitate the transfer of such services to the subsequent Contractor or JFS. Failure to cooperate during the transition may result in delay of final payment.

Deliverables to be produced by the Contractor for this task include:

1. End of Contract Transition Plan
2. Transfer all supporting documentation, data, and related components to enable system operations.

OTHER FUNCTIONAL REQUIREMENTS

SECURITY MANAGEMENT. The Contractor must provide system and data security, as well as, physical security at the operations site.

The Security Management function must include, at a minimum:

1. Confidentiality of Data and Information;
2. Site Security; and
3. System Security

The Contractor must assume total financial liability if a breach occurs by a person or persons employed by the Contractor or its subcontractor(s) in any of the areas of responsibilities referenced in this section. The Contractor will save and hold JFS harmless.

If a security breach occurs, the Contractor must immediately notify JFS of the nature and content of the breach. The Contractor must comply with all State and Federal regulations, to immediately rectify the breach.

If the breach involves any personally identifiable information or proprietary business information of JFS, JFS staff, or providers, it is the responsibility of the contractor to take any and all necessary steps to mitigate any adverse impact resulting from the breach or any misuse of information.

CONFIDENTIALITY OF DATA AND INFORMATION. All financial, statistical, personal, technical data and any other information related to MPIP which are deemed confidential by JFS (“Confidential Information”) and made available to the Contractor in order to carry out this Contract, must be protected from unauthorized use and disclosure by the Contractor and must be used solely to do the Work.

Information and data should be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. The Contractor also must treat as confidential materials police and investigative records, files containing personal information about individuals or employees of JFS, personnel records, tax records, court and administrative records related to pending actions, materials to which an attorney-client, physician-patient, or similar privileges may apply, and any documents or records expressly excluded by Ohio law from public records disclosure requirements under Ohio Revised Code Chapter 1347, Ohio Revised Code section 149.43, any other Ohio or Federal statute or as determined prohibited from disclosure by Ohio case law.

A. Minimum Requirements: The Contractor must meet the following:

1. The Contractor agrees not to disclose any Confidential Information;
2. The Contractor will restrict circulation of Confidential Information within its organization to allow individuals that have a need to know the Confidential Information;
3. The Contractor will be liable for the disclosure of information whether the disclosure is intentional, negligent, or accidental, unless otherwise specified by JFS;
4. The Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information;
5. The Contractor will have all of its employees, who have access to any Confidential Information, sign all confidentiality agreements required by JFS;
6. Not sell, rent, lease or disclose, or permit its employees, officers, agents, and independent contractors to sell, rent, lease, or disclose, any Confidential Information to any third party, except as permitted under this Contract or required by applicable law, regulation, or court order;
7. Take all commercially reasonable steps to (a) protect the confidentiality of Confidential Information received from JFS and (b) establish and maintain physical, technical and administrative safeguards to prevent unauthorized access by third parties to Confidential Information received by Contractor from JFS;
8. Cooperate with any attempt by JFS to monitor Contractor's compliance with the foregoing obligations as reasonably requested by JFS from time to time. JFS shall be responsible for all costs incurred by Contractor for compliance with this provision;
9. Establish and maintain data security policies and procedures designed to ensure the following:
 - a. Security and confidentiality of the Confidential Information;
 - b. Protection against anticipated threats or hazards to the security or integrity of the Confidential Information; and
 - c. Protection against the unauthorized access or use of Confidential Information.

B. Disclosure to Third Parties: This Contract shall not be deemed to prohibit disclosures:

1. Required by applicable law, regulation, court order or subpoena; provided that, if the Contractor or any of its representatives are ordered or requested to disclose any information provided by JFS, whether PI or otherwise, pursuant to court or administrative order, subpoena, summons, or other legal process, Contractor will promptly notify JFS (unless prohibited from doing so by law, rule, regulation or court order) in order that JFS may have the opportunity to seek a protective order or take other appropriate action.

Contractor will also cooperate in JFS' efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded the information provided by JFS. If, in the absence of a protective order, Contractor is compelled as a matter of law to disclose the information provided by JFS, Contractor may disclose to the party compelling disclosure only the part of such information as is required by law to be disclosed (in which case, prior to such disclosure, Contractor will advise and consult with JFS and its counsel as to such disclosure and the nature of wording of such disclosure) and Contractor will use commercially reasonable efforts to obtain confidential treatment therefore;

2. To auditors or regulators;
3. To service program applicants and agents of either party as permitted by law, provided that such service program applicants and agents are subject to the binding confidentiality obligations in this Agreement; or
4. To the professional advisors of either party, provided that such advisors are obligated to maintain the confidentiality of the information they receive as set out in this Agreement.

C. Limited Use; Survival of Obligations: Contractor may use confidential information only as necessary for Contractor's performance under or pursuant to rights granted in this Contract and for no other purpose. Contractor's limited right to use confidential information expires upon expiration or termination of this Contract for any reason. Contractor's obligations of confidentiality and non-disclosure survive termination or expiration for any reason of this Contract.

- D. Disposal of Confidential Information: Upon expiration of Contractor's limited right to use confidential information, Contractor must return all versions of the confidential information whether electronic or in paper format to JFS or, with JFS' permission; Contractor may destroy the confidential information. Upon JFS' request, Contractor shall provide written certification to JFS that Contractor has returned, or destroyed, all such confidential information in Contractor's possession.
- E. Remedies: If Contractor or any of its representatives or agents breaches the covenants set forth in these provisions, irreparable injury may result to JFS or third parties. Therefore, JFS' remedies at law may be inadequate and JFS shall be entitled to seek an injunction to restrain any continuing breach. Notwithstanding any limitation on Contractor's liability, JFS shall further be entitled to any other rights or remedies that it may have in law or in equity.
- F. Disclosure Notification: If Contractor determines that there is any actual or suspected theft of, accidental disclosure of, loss of, or inability to account for any confidential information by Contractor or any of its subcontractors (collectively "Disclosure") and/or any unauthorized intrusions into Contractor's or any of its subcontractor's facilities or secure systems (collectively "Intrusion"), Contractor must immediately:
1. Notify JFS within 24 hours of the Contractor becoming aware of the unauthorized disclosure;
 2. Fully cooperate with JFS in estimating the effect of the Disclosure or Intrusion's effect on JFS and fully cooperate to mitigate the consequences of the Disclosure or Intrusion;
 3. Specify corrective action to be taken;
 4. Investigate and determine if an Intrusion and/or Disclosure has occurred; and
 5. Take corrective action to prevent further Disclosure and/or Intrusion.

Contractor must, as soon as is reasonably practicable, make a report to JFS including details of the Disclosure and/or Intrusion and the corrective action Contractor has taken to prevent further Disclosure and/or Intrusion. Contractor must, in the case of a Disclosure cooperate fully with JFS to notify the effected persons as to the fact of and the circumstances of the Disclosure of the confidential information. Additionally, Contractor must cooperate fully with all government regulatory agencies and/or law enforcement agencies having jurisdiction to investigate a Disclosure and/or any known or suspected criminal activity.

SITE SECURITY The Contractor must provide physical site security at the operational facility. A walk-through at the site may be conducted by State staff, to ensure that the Contractor has met this requirement.

The Contractor must make every effort to protect the operational facility from damage by accident, theft, malicious intent, fire, loss of utilities, environmental hazards such as flood and tornados, vandalism, and unauthorized access.

Minimum Requirements: The Contractor must meet the following:

1. The Contractor must provide a secure facility and access to work areas must be limited to persons with proper security levels via key card or other approved security access methods;
2. Upon termination of employees, the Contractor must inactivate key card or other security access devices;
3. The Contractor must maintain an access log of persons entering and exiting the operational facility, any backup facility, and any additional facility associated with the Contract;
4. All visitors to the facility must be required to register at a designated area;
5. The Contractor must make access logs available for inspection by JFS; and
6. The Contractor must notify JFS staff of all phone calls, correspondence, and contact with people threatening physical harm to JFS and/or the Contractor personnel and/or property within one (1) business hour of occurrence.

SYSTEM SECURITY The Contractor must provide internal system and data security procedures designed to ensure confidentiality of data and to protect against computer viruses and other security threats, such as, hackers.

Minimum Requirements: The Contractor or its proposed system must meet the following:

- Transmitted data must be protected by State approved encryption or other appropriate measures;
- The system must contain a security level for restricting individuals' access only to information and processes related to job and duties;
- The system must limit logins for information to three failed attempts;
- The system must encrypt PIN numbers to prevent system administrators from discovering them;
- Reactivation of a PIN must utilize appropriate security controls;
- The system must inactivate user profiles of terminated staff immediately;
- The system must require reauthorization when a timeout takes place;
- The system must require password changes every 30 days;
- The system must require that passwords for information systems be a minimum of eight alpha-numeric characters, including special characters;
- The Contractor must conduct annual forensic reviews (or as otherwise deemed necessary by JFS) of its security procedures, to ensure that the most recent and up-to-date technology is being utilized;
- The Contractor must provide a copy of the security reviews to JFS, along with any findings and recommendations;
- Based on the findings and recommendations and with approval from JFS, the Contractor must take the appropriate steps to improve security processes and procedures including but not limited to, technological upgrades; and
- The Contractor must notify JFS, through email or written transmission, of any suspicious or fraudulent activity associated with the system.

BUSINESS CONTINUITY The system must have back-up and recovery mechanisms in the event of system failure, file corruption, or any unexpected event that makes it necessary to reprocess data. The Contractor must develop and maintain a Business Continuity Plan in conformance with the Federal Emergency Management Agency's Emergency Management Guide for Business and Industry. The contents can be found at:

<http://www.fema.gov/pdf/business/guide/bizindst.pdf>

Audit

- (a) Onsite Operational and Financial Examinations. To assist JFS in its activities related to oversight of the Contractor in the performance of the Contract, subsequent to the effective date of this Contract, JFS, or its agent, may conduct onsite operational and financial examinations of Contractor.
- (i) The onsite examinations may include, without limitation, verification that business is conducted as represented by Contractor at all sites where it performs services or disaster recovery for JFS; Contractor's facilities are adequate to support claims of staffing, services performed and inventory housed; and the facilities provide adequate security for staff, functions performed and services rendered. This examination may include verification that Contractor has adequate information security compliance policies and procedures.
 - (ii) The financial examination may include, without limitation, a review of Contractor's current balance sheet; its most recent annual report; up to three (3) years of third party audits; tax returns for the previous three (3) years; and all documentation supporting employee bonds and insurance policies of Contractor.
- (b) Consent to Examinations.
- (i) By execution of this Contract, Contractor consents to the examinations described in these provisions and consents to such examinations being conducted by JFS or its agent.
 - (ii) JFS may conduct such examinations from time to time during the term of this Contract and the consent to the examinations provided by Contractor shall be a continuing consent to conduct the examinations periodically in JFS' discretion during the Term of this Contract.

(c) Right to Terminate.

- (i) JFS, may, in its sole discretion terminate this contract without cause by providing a written notice to the contractor. JFS may terminate the contract in whole or part. JFS will provide 30 days notice prior to terminating the contract without cause.

In the event JFS determines, in its sole discretion, that the results of any examination of Contractor is unsatisfactory per the requirements of the Contract and not remedied within a 30 day period following notice from JFS, JFS may terminate this Contract, in part or in full.

- (ii) If the Contractor fails to satisfy the requirements of JFS with regard to security of information, or if an examination reveals information that would result in a continuing contractual relationship that causes JFS to be in violation of any law, JFS may terminate this Contract immediately without notice.
- (iii) If Contractor fails to satisfy the requirements of JFS with regard to matters not related to those discussed in paragraph (c) (i) or (ii), JFS will provide Contractor with notice and an opportunity to cure the failure within thirty (30) days. If the failure is not cured by Contractor within such thirty (30) day period, JFS may terminate this Contract without further notice.

Suspension and Termination Notwithstanding anything in the Contract to the contrary, any time JFS has the right to terminate the Contract, JFS may elect to terminate the Contract only in part by notifying the Contractor of such decision. By electing to terminate only part of the Contract, JFS does not give up its rights to later terminate other portions or the entire Contract. In the event JFS terminates all or part of the services provided by the Contractor, the Contractor shall continue to be obligated to perform the services, both those that are to remain and those that are being terminated, in accordance with the requirements of the Contract, including without limitation, the service level requirements for a period up to one hundred eighty (180) days (time period is at sole discretion of JFS), or until such time as services of a new Contract is in effect and implemented. In addition, regardless of whether the termination is for all services or only part of the services, Contractor must provide the transition services as set forth in this RLB as necessary to enable JFS to convert the services being terminated to another program applicant or JFS.

Handling JFS' Data The Contractor must use due diligence to ensure computer and telecommunications systems and services involved in storing, using, or transmitting State data are secure and to protect that data from unauthorized disclosure, modification, or destruction. State data includes all data and information created by, created for, or related to the activities of JFS and any information from, to, or related to all persons that conduct business or personal activities with JFS. To accomplish this, the Contractor must adhere to the following principles:

1. Apply appropriate risk management techniques to balance the need for security measures against the sensitivity of JFS data.
2. Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability.
3. Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as and detect and respond to those threats and vulnerabilities.
4. Maintain appropriate identification and authentication process for information systems and services associated with State data.
5. Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with State data.
6. Implement and manage security audit logging on information systems, including computers and network devices.

The Contractor must maintain a robust boundary security capacity that incorporates generally recognized system hardening techniques. This includes determining which ports and services are required to support access to systems that hold State data, limiting access to only these points, and disable all others. To do this, the Contractor must use assets and techniques such as properly configured firewalls, a demilitarized zone for handling public traffic, host-to-host management, Internet protocol specification for source and destination, strong authentication,

encryption, packet filtering, activity logging, and implementation of system security fixes and patches as they become available. The Contractor must use two-factor authentication to limit access to systems that contain particularly sensitive State data, such as personally identifiable data.

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

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

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

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

Any encryption requirement identified in this provision means encryption that complies with National Institute of Standards Federal Information Processing Standard 140-2 as demonstrated by a valid FIPS certificate number. Any sensitive State data transmitted over a network, or taken off site via removable media must be encrypted pursuant to JFS' data encryption standard ITS-SEC-01 Data Encryption and Cryptography.

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

In case of an actual security breach that may have compromised State data, the Contractor must notify JFS in writing of the breach within two hours of the Contractor becoming aware of the breach and fully cooperate with JFS to mitigate the consequences of such a breach. This includes any use or disclosure of JFS data that is

inconsistent with the terms of this Contract and of which the Contractor becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Contract by an employee, agent, or subcontractor of the Contractor.

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

SAS-70 REPORTING

Once every calendar year, the Contractor will initiate in the fourth quarter an annual Statement of Auditing Standards 70 (SAS-70) audit covering at least the preceding six month period, for the Contractor service locations or service types for which the Contractor, in its normal course of business, has conducted SAS-70 Type II audits and to the extent such reports are pertinent to the services, to be completed by a nationally recognized firm qualified to perform such audits. The audit will be a multi-customer SAS-70 Type II covering the common processes controlled and performed by the Contractor at the primary SDU site. In the year transition occurs, a SAS-70 audit will be provided only if transition is completed in sufficient time to allow six months of Contractor performance prior to September 30. A copy of each of the resulting audit reports will be delivered to JFS during the last quarter of each calendar year.

It is the sole obligation of the Contractor to remedy any issues, material weaknesses, or other items arising from these audits as they pertain to services or capabilities provided by the Contractor to JFS at the time of the Audit. The Contractor is to remedy these issues at no cost to JFS. For items that arise as a result of State policies, procedures and activities, after mutual agreement on the underlying cause and remedial activity requirements and plan, State agrees to work, and under agreed terms, to effect the required changes to the Services delivery model to remediate issues discovered under a SAS-70 audit.

JES RESPONSIBILITIES

For all tasks JFS will:

- Review for approval Deliverables according to the provisions of the Contract;
 - Resolve questions, issues, and disputes raised by the Contractor;
 - Participate in JAD sessions;
 - Provide overall management, guidance and direction for the Project;
 - Manage effective participation of State staff; and
 - Assign staff to perform agreed upon systems administration business operations and roles
- Maintain interface files being sent to the solution and processing required to receive interface files from the solution.

PERFORMANCE CRITERIA

Final acceptance of the system will be based upon the successful completion of the installation, operation interfaces, the ability of state staff to perform administrative functions and the ability of providers to access and use the solution.

The JFS Business Project Manager will issue written notification to the Contractor of each failure to meet a performance standard requirement listed below.

Contractual Requirements - The system must, at all times, comply with all system, business, and operational performance standard requirements and expectations specified in this RLB

The Contractor must meet all performance standard requirements identified in the RLB during the life of this Contract. The Contractor must, at all times, design, develop, implement, and operate the system and its activities in conformity with the policies and procedures of JFS programs, JFS requirements and federal requirements.

Operational Start Date - At a minimum, the Contractor must have all requirements of the system fully operational by June 30, 2011.

Documentation – The Contractor must provide JFS with complete, accurate, and timely documentation of all specifications of the system. Such documentation must be in accordance with specifications defined by this RLB and approved by the JFS Business Project Manager.

The Contractor must document any changes made to the system according to specifications approved by the JFS Business Project Manager. Documentation of any such changes must be provided to the JFS Business Project Manager in a timely manner.

Work Hours and Conditions. Core working hours for JFS staff are 7:00 a.m. to 6:00 p.m. with a one-hour lunch period. Contractor may have to work under unusual working conditions which may include operation of a computer terminal for long periods of time, working in excess of eight hours per day, working on Saturdays, Sundays, and state holidays. During the implementation phase, Contractor will be available to JFS 24 hours a day, Monday through Friday and on weekends as required by the JFS Business Project Manager to ensure the timely implementation of MPIP.

Warranty Coverage Definition

The warranty period for the Scope of Work as stated in Section VI. will commence on the date of each deployment. The warranty period will remain in effect for a period of 30 consecutive business days for each deployment. Previously existing conditions within the project that were not created and/or modified will not be covered by the current warranty period.

To determine if a deployment is a warranty issue, JFS will investigate each to determine: (1) if the issue is a known existing condition; (2) if the impacted functionality is working in accordance with the associated approved user requirements; or, (3) if the issue is a defect caused by the deployment developed by the vendor's resource. All findings will be documented and shared with all parties. All warranty work will be performed by the vendor at no additional cost to JFS.

VII. Format of Submission

Each RLB must include sufficient information to allow the evaluation committee to verify the total cost for the people the Contractor will supply to do the Work and all of the offeror's claims of meeting the RLB's requirements. The offeror's RLB response must address every request for information whether the request requires a simple y/n as "yes" or "no", or requires a detailed explanation in meeting RLB requirement. Simply repeating the RLB's requirement and agreeing to comply will be an unacceptable response and may cause the RLB proposal to be rejected.

The required format for a responsive RLB is to provide identifiable tab sheet must precede each section of a RLB. Within each section tab sheet, the offeror must include the RLB requirement and respond in detail and demonstrate how the requirement is met. The RLB response information may include any additional information it believes is relevant. All pages must be sequentially numbered for the evaluation committee to match up RLB responses to each RLB requirement. Deviation from the format or required forms as outlined in this RLB may result in a rejection of the RLB proposal.

Each vendor must submit a technical section and a cost section as part of its total Proposal before the opening time on the Proposal due date. The vendor must submit the technical section as a separate package from the cost section of its Proposal, and each section must be submitted in its own separate, opaque package. The package with the technical section of the Proposal must be sealed and contain one (1) originally signed technical section and thirteen (13) copies of the technical section; and the package with the cost section also must be sealed and contain six (6) complete copies of the cost summary of the RLB proposal. Further, the vendor must mark the outside of each package with either “RLB-OIS-11-005 - Medicaid Provider Incentive Program System – Technical Proposal” or “RLB-OIS-11-005 - Medicaid Provider Incentive Program System – Cost Summary,” as appropriate.

The vendor also must provide two (2) electronic copies of the technical proposal and cost summary which must be in the exact printable format as submitted in the RLB hard copy proposal. Electronic copies must be **on a non-rewritable compact disc (CD) in Microsoft Word, Microsoft Excel, or Adobe Portable Document Format (PDF)**, as appropriate. If there is a discrepancy between the hard copy and the electronic copy of the Proposal, the hard copy will control, and JFS will base its evaluation of the vendor’s Proposal on the hard copy. JFS reserves the right to obtain clarification, if applicable, as part of the evaluation process.

Each vendor must carefully review the requirements of this RLB and the contents of its Proposal. Once opened, Proposals cannot be altered or withdrawn. No modifications or withdrawals will be permitted after the due date, except as authorized by this RLB.

All Proposals and other material vendors submit will become the property of JFS and may be returned only at JFS’ option. Vendors should not include any confidential information in a Proposal or other material submitted as part of the evaluation process. All Proposals will be open to the public after JFS has awarded the Contract. JFS will retain all Proposals, or a copy of them, as part of the Contract file.

Location of Data, individuals working on contract, hardware & software and help desk All work relating to this contract is to be located within the United States as outlined in this RLB, Section XIII., Item A. The selected vendor and its subcontractors must do the Work and keep all State data at the location(s) disclosed in the vendor’s Proposal. Additionally, if the Scope of Work contains any restrictions on where the Work may be done or where any State data may be kept, JFS may reject any Proposal that proposes to do any Work or make State data available outside of those geographic restrictions.

The Technical Proposal must contain all the information as specified and requested for each of the components listed below. A proposal which is incomplete, vague, unjustifiably wordy, unclear, or poorly organized may not be successful. The following outline for the preparation of the Proposal in response to this RLB is intended to assist in the development of an effective and clear proposal. .

The vendor’s technical proposal must contain the following components (organized in 16 primary tabs) as described below. Any other information thought to be relevant, but not applicable to a specific RLB section number/letter such as charts, tables, timelines, excerpts of past related projects, etc., must be provided as an appendix to the proposal and so marked as an additional tab. However, the proposal will be scored based on the relevancy to the stated requirements and responsibilities as well as the conciseness, clarity, flow, and professionalism of the information presented. Vendors may add information not called for in the RLB, but JFS reserves the right to review or not review any non-required materials. All pages shall be sequentially numbered.

Tab A – Cover Letter

Tab B – Vendor Profile

Tab C – Vendor Qualifications – Organizational and Staff Experience

Tab D – Standard Affirmation and Disclosure Form

Tab E – Required Vendor Information and Certifications Document

Tab F – Request for Taxpayer ID Form W-9

Tab G – Declaration Regarding Material Assistance / Non-assistance to a Terrorist Organization (DMA) form

Tab H – Workers Compensation & Insurance Verification

Tab I – Subcontractor Letters

Tab J – Proposed Solution for System and Hosting Services
Tab K – Implementation Work Plans
Tab L – Implementation Services Project Schedule
Tab M – Implementation Services Staffing Plan
Tab N – Operations Staffing Plan
Tab O – Assumptions
Tab P – Business Requirements

Tab A – Cover Letter: The cover letter must provide the following and be signed by an individual authorized to legally bind the vendor.

1. A statement regarding the vendor’s legal structure, federal tax identification number, and principle place of business;
2. The name, address, phone number, and fax number of a contact person who has authority to answer questions regarding the proposal; and
3. Vendors are required to submit a copy of their STS cover page as part of their proposals which includes their valid State Term Schedule (STS) number and expiration date.

Tab B – Vendor Profile: The vendor profile must include the type of organization (corporation, partnership, etc.), the type of ownership (corporate officers, partners), number of employees, number of employees engaged in tasks directly related to the work in this request, and any other information that will help the evaluators gauge the ability of the vendor to fulfill the obligations of a subsequent contract.

Vendors should describe how they are qualified to conduct the work described above. Vendors must submit at least two (2) references for work done which is substantially similar to the scope of work described above. Other documents supporting vendor qualifications may also be submitted.

Tab C – Vendor Qualifications: In this section the vendor must describe how they meet and/or exceed the stated mandatory experience and qualifications as found in Section V., B; and the Staff Experience and Capabilities as outlined in Section V.,C.

Tab D – Standard Affirmation and Disclosure Form: Banning the Expenditure of Public Funds on Offshore Services: This form must be completed and signed by every bidder, vendor, applicant, grantee, or vendor seeking to do business with Ohio Department of Job and Family Services. This must either be submitted as part of the response to any invitation to bid, request for proposals, state term schedule, multiple award contract, request for quotations, informal quotations, and statement of work or submitted during the negotiation of a business relationship but prior to the execution of an agreement. **A copy accompanies this RLB (see Attachment A).**

Failure to complete, sign, and return the Standard Affirmation and Disclosure Form with your bid will result in your bid being rejected as being non-responsive and disqualified from further consideration.

Tab E – Required Vendor Information and Certifications Document: Vendors must complete, sign in blue ink, and return with their proposal as part of Tab E of vendor proposal. **A copy accompanies this RLB (see Attachment B).**

Tab F –Request for Taxpayer ID Form W-9: Vendors must complete, sign in blue ink, and return with their proposal as part of Tab F of vendor proposal. **A copy can be obtained at the website below.**

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Tab G – Declaration Regarding Material Assistance / Non-assistance to a Terrorist Organization (DMA) Form:

All bidders are required to complete and attach the signed Ohio Homeland Security form, “Government Business and Funding Contracts”. A copy can be obtained at the website below.

http://www.homelandsecurity.ohio.gov/dma/dma_forms.asp

Click on: [DMA for funding and business contracts](#)

Bidders should check the current list of US State Department Terrorist Exclusion list at the Ohio Homeland Security website:

<http://www.homelandsecurity.ohio.gov/dma/dma.asp>

Failure to complete, sign, and return the Government Business and Funding Contracts form with your bid, may result in your bid being rejected as being non-responsive.

Tab H – Workers Compensation & Insurance Verification: Bidding Vendor must provide proof (copy of current certificate) that the Vendor is covered by Worker’s Compensation Insurance. The Bidding Vendor must also provide proof of Employers Liability or Contractor’s Insurance. **All** Bidding Vendors are subject to this requirement.

Tab I – Subcontractor Letters: For each proposed subcontractor, the vendor must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:

1. The subcontractor's legal status, federal tax identification number, D-U-N-S number, and principal place of business address;
2. The name, phone number, fax number, email address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations;
3. A description of the work the subcontractor will do;
4. A commitment to do the work if the vendor is selected; and
5. A statement that the subcontractor has read and understood the RLB and will comply with the requirements of the RLB.

Tab J - Proposed Solution for System and Hosting Services: The vendor must describe in detail how its proposed solution meets the requirements described in Attachment E, Business Requirements, of the RLB. The vendor may not simply state that the proposed solution will meet or exceed the specified requirements. Instead, the vendor must provide a written narrative that demonstrates that the vendor understands the requirements of this RLB and how the vendor’s proposed solution meets each requirement.

All the specifications included in this RLB are minimum requirements. The vendor may propose features, and other innovative or alternative solutions in excess of the minimum requirements described in the RLB, but must clearly identify them as such, provide the rationale behind the recommendations, and explain how they will benefit JFS. Any proposed alternative solution must minimally meet the RLB requirements. The recommendations may or may not result in additional evaluation credit being given.

This area of the vendor’s proposal must include each of the following items that correspond to the System Requirements and Hosting Services in Attachment E. All sections and sub-sections must be addressed. Each section must include a detailed description to address each requirement identified in Attachment E. The vendor must specifically address the process, methods and proposed approach to meet each requirement.

Tab K – Implementation Work Plans: JFS encourages responses that demonstrate a thorough understanding of the nature of the Deliverables and Work and what the Contractor must do to get the Deliverables and Work done properly.

To this end, the vendor must submit a work plan for each task described in Attachment E that the vendor will use to create a consistent and coherent management plan for the Work. The vendor must fully describe its approach, methods, and specific work steps for doing the work on this Project and producing the Deliverables. JFS encourages responses that demonstrate a thorough understanding of the nature of the Work and what the Contractor must do to get the Work done properly.

JFS seeks insightful responses that describe proven, state-of-the-art methods that have been NLR tested in Group One. Recommended solutions should demonstrate that the vendor will be prepared to quickly undertake and successfully complete the required tasks. The Work Plan must include detail sufficient to give JFS an understanding of how the vendor's knowledge and approach will:

- Manage the Work;
- Guide Work execution;
- Document planning assumptions and decisions;
- Facilitate communication among stakeholders; and
- Define key management review as to content, scope, and schedule.

The vendor must make the Project Work Plan as complete and detailed as possible by including the following, at a minimum:

- Description of the project management approach and proposed methodology;
- Scope statement that includes the Project objectives and the Project Deliverables and milestones;
- A description of the development deliverables for the Work. The vendor must provide an explanation of how they will complete the development deliverables described in this RLB. An annotated outline for each development deliverable must itemize all topics to be covered and included in the deliverable or plan. A brief paragraph description must be provided for each item in an outline in order to create an annotated outline as required by JFS for the associated deliverable.
- Work breakdown structure as a baseline scope document that includes transition services elements for the Project. The work breakdown structures for the project must show the elements at a level of detail that demonstrates the vendor's understanding of the effort required to do the work. The work breakdown structures also must have increasingly descending levels of detailed definition added as the Project transition services continue. The Project transition services elements must include, at a minimum all necessary elements to successfully complete transition of all SDU services and functions;
- Assumptions used in developing solutions;
- Who is assigned responsibility for each Deliverable within the work breakdown structure to the level at which control will be exercised;
- Description of the vendor's proposed organization(s) and management structure responsible for fulfilling the Contract's requirements;
- Definition of the review processes for each milestone and Deliverable (e.g. mandatory design review) and a description of how the parties will conduct communication and status review;
- Description of the Project issue resolution process;
- If the vendor chooses to use subcontractors, this part of the vendor's Proposal must describe its approach to managing its subcontractors effectively; and
- Identification of State support required for all tasks.

Tab L – Implementation Services Project Schedule: The vendor is responsible for proposing a project schedule to successfully implement the system by **June 1, 2011**. If the vendor proposes a different schedule, explanation must be provided to describe the rationale and clarify why more or less time is anticipated. The actual start date will be determined upon Contract Award and receipt of a Purchase Order. The schedule must clearly indicate milestones and the duration for each project task and subtask, define work steps identified in the narrative and provide dates when all the deliverables will be completed. The project schedule will require revisions and updates as part of the project planning task after contract award and throughout the Implementation lifecycle.

The vendor must provide a Detailed Project schedule for all Project Deliverables and milestones as a Microsoft® Project Gantt chart, showing all major Project tasks on a week-by-week schedule to serve as the basis for managing the Project. The schedule must clearly demonstrate how the Project will become fully operational by the delivery date. The vendor must give dates for when all Deliverables and milestones will be completed and start and finish dates for tasks. The vendor also must identify and describe all risk factors associated with the forecasted milestone schedule.

When preparing the proposed project schedule, vendors must allow a minimum of ten (10) business days for review by JFS staff for all deliverables.

The vendor's proposal must also contain the Project schedule in Microsoft® Project format provided in both hardcopy and electronic forms.

Tab M – Implementation Services Staffing Plan: The vendor must provide an Implementation Services Staffing Plan that identifies all the personnel by position that the vendor is proposing to complete the Implementation Services. The Implementation Services Staffing Plan must show each individual's responsibilities on the Project. The Implementation Services Staffing Plan must match the proposed Project Key Team Members and qualifications to the activities and tasks that will be completed in this portion of the Project.

The vendor must submit a team organization chart that clearly defines reporting relationships within the project team delivering Implementation Services. The vendor must provide descriptive narrative indicating the role and responsibility of each resource or entity identified on the organization chart.

In addition, the vendor must provide a narrative that identifies and discusses staff redundancy, staff replacement, backup personnel and ability to perform their assigned task. A contingency plan that demonstrates the vendor's ability to add more staff if needed to ensure meeting the Project's due date(s) should be provided.

The Implementation Services Staffing Plan must also indicate the number of hours for each proposed Key Team Member and the number of resources not specifically named within the proposal and their number of hours to be worked on the Project. Key Team Members should be identified by name and title/classification. Resources not specifically named within the proposal should be identified by title/classification.

The vendor must submit a statement and a chart that clearly indicates the time commitment of the vendor's proposed Key Team Members for this Project during the Implementation Services. The vendor also must include a statement indicating to what extent, if any, the Key Team Members may work on other projects during the Implementation Services. JFS may reject any Proposal that commits the proposed Key Team Members to other projects during the Implementation Services, if JFS believes that any such commitment may be detrimental to the vendor's performance.

The vendor must indicate the maximum number of staff onsite at a State location during the Implementation Services to allow JFS to plan for the appropriate workspace.

Tab N – Operations Staffing Plan: The vendor must provide a staffing plan that identifies all personnel by position required to operate the system **after** implementation. The Staffing Plan must show each individual's responsibilities on the Project and contingencies that shows the ability of the contractor to add additional if needed to meet the Project's due date(s).

Tab O – Assumptions: The vendor must list all the assumptions the vendor made in preparing the Proposal. If any assumption is unacceptable to JFS, JFS may reject the Proposal. No assumptions may be included regarding negotiation, terms and conditions, or requirements.

Tab P – Business Requirements: Vendors must complete, sign in blue ink, and return with their proposal as part of Tab P of vendor proposal. **A copy accompanies this RLB (see Attachment E).**

End of Technical Proposal

Cost Summary: This RLB includes a Cost Summary Form provided as an attachment (see **Attachment D**). Vendors may not reformat this form. Each vendor must complete, and submit separately, the Cost Summary Form in the exact format provided, since JFS may reject any Proposal with a reformatted Cost Summary Form or that is not separately sealed.

The Cost Summary Form must not include exceptions, additional terms and conditions, or assumptions. The vendor's total cost for all the Work must be represented as the not-to-exceed fixed price.

JFS will not be liable for or pay any Work costs that the vendor does not identify in its Proposal.

COST SUMMARY

Implementation Costs	
Task 1 – Project Management	\$
Task 2 – System Analysis and Design	\$
Task 3 – Development, Customization, Configuration and Documentation	\$
Task 4 – System and User Acceptance Testing	\$
Task 5 – Training	\$
Task 6 – Implementation	\$
Total Implementation Fixed Cost	\$
Task 7 – Year 1 (SFY11) Operational Costs	\$
Task 7 – Year 2 (SFY12) Operational Costs	\$
Task 7 – Year 3 (SFY13) Operational Costs	\$
Task 7 – Year 4 (SFY14) Operational Costs	\$
Task 7 – Year 5 (SFY 15) Operational Costs	\$
Task 7 – Year 6 (SFY 16) Operational Costs	\$
Task 7 – Year 7 (SFY 17) Operational Costs	\$
Task 7 – Year 8 (SFY 18) Operational Costs	\$
Task 7 – Year 9 (SFY 19) Operational Costs	\$
Task 7 – Year 10 (SFY20) Operational Costs	\$
Task 7 – Year 11 (SFY21) Operational Costs	\$
Task 7 – Year 12 (SFY22) Operational Costs	\$
Total Operational Costs	\$
Task 8 – End of Contract Transition	\$

Rate Card			
Rate Card	1		
	Hourly Rate		
Project Manager	\$		
Sr. Programmer Analyst	\$		
Programmer Analyst	\$		
System Analyst	\$		
Business Analyst	\$		
Developer	\$		
Rate Card Sub-Totals:	\$		
<p>* Hourly rate is the State-Term Schedule rate that the State is charged for work over and above the terms of the contract (system enhancements, etc.) and not included in the monthly operational costs. Vendors are responsible for all calculations.</p>			

Total Cost for Evaluation	
1. Implementation	\$
2. Total Operational Cost for all years	\$
3. End of Contract Transition	\$
Total Cost for Evaluation (sum of items 1 thru 3)	\$

VIII. Selection Process

Vendors submitting a Proposal will be evaluated based on their capacity and experience as demonstrated in their Technical Proposal. All proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from JFS. Vendors should not assume that the review members are familiar with any current work activities performed for JFS. Proposals containing unexplained assumptions, lack of sufficient detail, poor organization, lack of proofreading and unnecessary use of self-promotional claims will be evaluated accordingly. The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The review committee may waive minor defects that are not material when no prejudice will result to the rights of any vendor or to the public.

During the evaluation process, at JFS' sole discretion, the agency may request clarifications from any vendor under active consideration. JFS may, at its discretion reject any clarification that is non-responsive or broader in scope than the clarification requested. If JFS requests a clarification and if the vendor fails to respond to the request for clarification, JFS may request a corrected clarification, consider the vendor's Proposal without any clarification, or disqualify the vendor's Proposal.

In scoring the proposals, JFS will score accordingly as stated below:

Mandatory Requirements. The first table lists this RLB's mandatory requirements. If the vendor's Proposal meets all the mandatory requirements, the vendor's Proposal may be included in the next part of the technical evaluation phase described in the next table. If the vendor's Proposal receives a mark of "Reject," then their proposal will be disqualified from any further consideration.

Vendor Mandatory Requirements	Accept	Reject
Served as a contractor who has developed a "stand alone" EHR incentive payment system for an NLR Group 1 CMS test state. Contractor must list Group 1 state(s) for which this work was performed.		
Vendor or Subcontractor Mandatory Requirements	Accept	Reject
The Contractor or Subcontractor provides hosting services for system of similar size and complexity.		
Project Manager Mandatory Requirements	Accept	Reject
A minimum of 60 months full-time experience as a project manager.		
Experience as the project manager on a minimum of two projects that encompassed the full system development life cycle from initiation through post implementation on a project of similar size and complexity.		
Technical Manager Mandatory Requirements	Accept	Reject
A minimum of 36 months full-time experience as a technical manager for projects involving an enterprise-wide architecture, networking, multiple systems integration, hardware, and software.		
Experience managing a technical team and its activities from inception through implementation on a minimum of one project of similar size and complexity.		

Scored Criteria. In the technical evaluation phase, the State will rate the technical merits of the Proposals based on the following requirements and the weight assigned to each requirement:

Evaluation Criteria	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
VENDOR MANDATORY REQUIREMENTS	2	REJECT	5	15	25

- Served as a contractor who has developed a “stand alone” EHR incentive payment system for an NLR Group 1 CMS test state.
- The Contractor or Subcontractor currently provides hosting services for system of similar size and complexity.

Evaluation Criteria	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
VENDOR REQUIREMENTS	8	0	5	15	25

- Minimum of 24 months experience in developing, integrating and implementing software products for State or Federal Agencies.
- Experience implementing and providing services that transition business process to a hosted environment.
- Experience providing equipment, software and call center services across a wide geographic area.
- Has served as contractor responsible for implementing an EHR incentive payment system for more than one NLR Group 1 CMS test state and for states similar to the size and demographics of Ohio.
- 24 months experience with Medicaid-related information systems implementation and/or support.

Evaluation Criteria	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
STAFFING REQUIREMENTS	3	0	5	15	25

- Minimum of 60 months full-time experience as a Project Manager.
- Experience as the project manager on a minimum of two projects that encompassed the full system development life cycle from initiation through post implementation on a large scale project where one of the projects lasted a minimum of 12 months.
- Minimum of 9 months of experience as the Project Manager on a project of similar size and complexity for an EHR Incentive Program.
- Experience following a standard PM methodology and in using various project management tools (e.g., MS Project suite, Project Workbench developing project plans, defining tasks and tracking timelines and resources on a minimum of two projects of similar size and complexity.
- Management of two or more projects of similar size and complexity for CMS related systems.
- Project Management Professional (PMP) certification.
- A minimum of 36 months full-time experience as a technical manager for projects involving an enterprise-wide architecture, networking, multiple systems integration, hardware, and software.
- Experience managing a technical team and its activities from inception through implementation on a minimum of one project of similar size and complexity to an EHR Incentive Program.
- 36 months experience performing systems development activities as a technical lead over analysis, design, development, and testing on a project of similar size and scope.

- 24 months experience in performing work on Medicaid-related systems.
- Experience using various project tools for planning and tracking purposes on a minimum of two projects.
- Experience in developing and implementing a training plan for state and private users on a minimum of one project of similar complexity and size.
- Experience in preparing and delivering on-line curricula on a project of similar size and complexity.
- Experience using various project management tools for planning and tracking projects on a minimum of two projects of similar size and complexity.

Evaluation Criteria	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
PROPOSED SOLUTION FOR SERVICES	14	0	5	15	25

- Provider Support Services (Help Desk)
- Training
- Architecture
- System Security
- System Messaging
- Help Screens
- MPIP Registration
- Provider Attestation and Eligibility
- Provider Incentive Payments
- Audits
- Disputes and Appeals
- Interfaces
- General Reporting
- Standard Reports
- Ongoing Operation Support

Evaluation Criteria	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
IMPLEMENTATION WORK PLAN	3	0	5	15	25

- Task 1: Project Management
- Task 2: System Analysis and Design
- Task 3: Configuration and Documentation
- Task 4: System and User Acceptance Testing
- Task 5: Training/Communications and Marketing
- Task 6: Implementation
- Task 7: System Operations
- Task 8: End of Contract Transition
- Implementation Staffing Plan

Technical Proposal/Price Performance Formula The evaluation team will review the vendor's technical proposal, evaluating each vendor first to determine if the vendor meets the Vendor Mandatory Requirements as

specified herein and contained in Attachment C of this offering. If the Vendor complies with all specifications as described, including Vendor Mandatory Requirements, vendor or Subcontractor Mandatory Requirements, Project Manager Mandatory Requirements, and Technical Manager Mandatory Requirements, the Vendor's Technical Proposal will be evaluated using the Evaluation Criteria as described herein and contained in Attachment C of this offering.

<i>Criteria</i>	<i>Percentage</i>
Technical Proposal	75%
Cost Summary	25%

To ensure the scoring ratio is maintained, the State will use the following formulas to adjust the points awarded to each vendor.

Technical Evaluation. The vendor with the highest point total for the Technical Proposal will receive **750** points. The remaining vendors will receive a percentage of the maximum points available based upon the following formula:

$$\text{Technical Proposal Points} = (\text{Vendor's Technical Proposal Points} / \text{Highest Number of Technical Proposal Points Obtained}) \times 750$$

Cost Evaluation. The vendor with the lowest proposed Not-To-Exceed Fixed Price will receive **250** points. The remaining vendors will receive a percentage of the maximum cost points available based upon the following formula:

$$\text{Cost Summary Points} = (\text{Lowest Not-To-Exceed Fixed Price} / \text{Vendor's Not-To-Exceed Fixed Price}) \times 250$$

Total Points Score: The total points score is calculated using the following formula:

$$\text{Total Points} = \text{Technical Proposal Points} + \text{Cost Summary Points}$$

JFS will select the top 3 scoring Technical Proposals for further evaluation in the Cost Evaluation phase process based on the technical evaluation formula contained in Attachment C. In the event there are only two (2) Technical Proposals that meet the Vendor Mandatory Requirements, the two (2) proposals will be evaluated. In the event the third (3rd) highest rated (most points awarded) Technical Proposal is tied with one or more other Technical Proposals, all Technical Proposals tied for third (3rd) will be evaluated in the Cost Evaluation phase, as will any Technical Proposal which ranked higher.

RLB Negotiations The final phase of the evaluation process may require RLB negotiations. Negotiations will be scheduled at the convenience of the State. The selected offeror(s) must negotiate in good faith. Negotiations may be conducted with any offeror who submits a competitive RLB response, but the State may limit discussions to specific aspects of the RLB. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RLB or the offeror's Proposal, as appropriate. Should the evaluation process have resulted in a top-ranked RLB response, the State may limit negotiations to only that offeror and not hold negotiations with any lower ranking offeror. If negotiations are unsuccessful with the top-ranked offeror, the State may then go down the line of remaining offerors, according to rank, and negotiate with the next highest-ranking offeror. Lower-ranking offerors do not have a right to participate in negotiations conducted in such a manner. If the State decides to negotiate with all the remaining offerors, or decides that negotiations with the top ranked offeror are not satisfactory and negotiates with one or more of the lower-ranking offerors, the State will then determine if an adjustment in the ranking of the remaining offerors is appropriate based on the negotiations. The RLB award, if any, will then be based on the final ranking of offerors, as adjusted.

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

Following negotiations, the State may set a date and time for the submission of best and final RLB by the remaining offeror(s) with which the State conducted negotiations. If negotiations were limited and all changes were reduced to signed writings during negotiations, the State need not require the submissions of best and final RLBs. If best and final RLB are required, they may be submitted only once; unless the State makes a written determination that it is in the State's interest to conduct additional negotiations. In such cases, the State may require another submission of best and final RLBs. Otherwise, discussion of or changes in the best and final RLBs will not be allowed. If an offeror does not submit a best and final RLB, the offeror's previous RLB will be considered the offeror's best and final RLB. It is entirely within the discretion of the State whether to permit negotiations. An offeror must not submit a RLB assuming that there will be an opportunity to negotiate any aspect of the RLB. The State is free to limit negotiations to particular aspects of any RLB, to limit the offerors with whom the State wants to negotiate, and to dispense with negotiations entirely.

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

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

Before the award of the RLB or cancellation of the RLB, any offeror that seeks to gain access to the contents of another offeror's RLB may be disqualified from further consideration. Negotiated changes will be reduced to writing and become a part of the RLB file open to inspection to the public

Final Selection The PRT will recommend for selection the technically qualified vendor with the highest Final Total Score. At its sole discretion, JFS may choose to conduct interviews prior to final vendor selection. Interview question responses will then be considered according to a process comparable to the Technical Proposal Scoring described in Section VIII., Selection Process of this RLB.

Note: JFS also reserves the right to cancel the RLB (in whole or in part)

SPECIAL PROVISIONS

Submittal of Deliverables During implementation, the Contractor must perform its tasks in a timely and professional manner that produces Deliverables that fully meet the Contract's requirements. The Contractor must complete its work in steps that will result in Deliverables associated with those steps, and the Contractor must provide the required Deliverables no later than the due dates proposed in the RLB or included in the Contractor's Project Plan as approved by the State. At the time of delivery of a written Deliverable, the Contractor must submit an original and one copy of each Deliverable, plus an electronic copy. The Contractor must provide the electronic copy in a file format acceptable to the State.

By submitting a Deliverable, the Contractor represents that, to the best of its knowledge, it has performed the associated tasks in a manner that meets the Contract's requirements.

The Contractor must provide all Deliverables to the JFS Business Project Manager, who will review (or delegate review of) the materials or documents within a 10-day period after receipt, as specified in the Project Plan.

If the State determines that a Deliverable is not in compliance, the JFS Business Project Manager will document the reason for non-compliance on the Deliverable Submittal Form and send the form to the Vendor's Project

Manager. At no expense to the State, the Contractor then must bring the Deliverable into conformance and re-submit it to the JFS Project Manager within ten business days. The State’s 10-day review cycle will re-start upon re-submission of the deliverable.

If the State agrees the Deliverable is compliant, the JFS Business Project Manager will indicate that by signing the Deliverable Submittal Form and returning a copy of it to the Contractor. In addition, if the JFS Project Manager or designee determines that the State should make a payment associated with the Deliverable, the JFS Project Manager will indicate that the payment should be made on the Deliverable Submittal Form.

The State form authorizing payment and the payment itself do not indicate that the State has accepted the Deliverables associated with the payment. The State’s acceptance of the Deliverables that are part of developing the Project is conditioned on a successful performance test upon completion of the Project.

Status reports are not subject to a review and approval process.

The Contractor’s Fee Structure. The Contract award will be based on total points plus outcome of any related negotiations. The Contractor will be paid for the implementation according to the following Schedule:

Payment for Implementation

Payment Time Frame	Payment
Completion of all work and acceptance of the deliverables by JFS contained in Task 1 through Task 4.	50% of the Total Implementation Fixed Cost
Completion of all work and acceptance of the deliverables by JFS contained in Task 5 and Task 6.	50% of the Total Implementation Fixed Cost
Monthly Operational Support fees, Task 7.	Paid upon receipt of invoice based on compliance with contract objectives as outlined by this RLB and approved JFS.

Reimbursable Expenses None.

IX. Standard Terms and Conditions : Banning the Expenditure of Public Funds on Offshore Services

A. EXECUTIVE ORDER REQUIREMENTS:

The Contractor affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is provided as an attachment and also is available at the following website:

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

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

B. TERMINATION, SANCTION, DAMAGES:

If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform

any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

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

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of 100% of the value of the Contract.

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

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

C. ASSIGNMENT / DELEGATION:

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

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

As a condition of receiving a contract from JFS, 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 JFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR164.501 and any amendments thereto.

HIPAA compliance requires, at minimum, that the contractor:

- A. Shall not use or disclose PHI except as specifically required under the terms of the contract with JFS, or as otherwise required under the HIPAA regulations or other applicable law.
- B. Shall use appropriate safeguards to protect against use or disclosure not provided for by this Agreement.
- C. Shall promptly report to JFS any knowledge of uses or disclosures of PHI that are not in accordance with the contract or applicable law. In addition, the CONTRACTOR shall mitigate any adverse effects of such a breach to the extent possible.
- D. Shall ensure that all its agents and subcontractors that receive PHI from or on behalf of the contractor and/or JFS agree to the same restrictions and conditions that apply to contractor with respect to the use or disclosure of PHI.
- E. Shall make available to JFS such information as JFS 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 related regulations.

- F. Shall make PHI available to JFS in order for JFS to fulfill its obligations pursuant to HIPAA to amend the information and shall, as directed by JFS, incorporate any amendments into the information held by the contractor and ensure incorporation of any such amendments into information held by its agents or subcontractors.
- G. Shall make available its internal practices, books and records relating to the use and disclosure of PHI received from JFS, or created and received by the contractor on behalf of JFS, to JFS and to the Secretary of the U.S. Department of Health and Human Services for the purpose of determining JFS compliance with HIPAA and the regulations promulgated by the United States Department of Health & Human Services and any amendment thereto.
- H. Shall, upon termination of this Agreement, at the option of JFS, return to JFS, or destroy, all PHI in its possession, and keep no copies of the information except as requested by JFS or required by law. If the contractor or its agent or subcontractor destroy any PHI, then the contractor will provide JFS with documentation evidencing such destruction. Any PHI maintained by the contractor shall continue to be extended the same as required by HIPAA and JFS for as long as it is maintained.

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

XI. State Contracts

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

XII. Trade Secrets Prohibition; Public Information Disclaimer

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

All proposals and any other documents submitted to JFS in response to any RFQ, RLB, etc., shall become the property of JFS. After the selection of the vendor, any proposals submitted in response to an RLB are deemed to be public records pursuant to R.C. 149.43. The term "proposal" shall mean both the technical and the cost proposals, if opened, submitted by the vendor, any attachments, addenda, appendices, or sample products.

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

XIII. Contractual Requirements

Any purchase order resulting from the issuance of this solicitation is subject to the terms and conditions as provided in the OIT State Term Schedule, which is available upon request. Potential vendors are strongly encouraged to download and read a copy of the Schedule to be fully aware of OIT Schedule requirements.

A. Prohibition against Services Performed Outside the United States

All vendors seeking an award of an JFS contract must attest that no funds provided by JFS 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 “Standard Affirmation and Disclosure Form” provided as Attachment A. to this RLB. The entire form must be printed, completed, and signed by the interested vendor’s authorized representative, and returned to JFS as a component of the vendor technical proposal. **Failure to include the completed and signed Standard Affirmation and Disclosure Form will result in the vendor’s disqualification from consideration.**

B. Ethical and Conflict of Interest Requirements

1. No Vendor or individual, company or organization seeking a contract shall promise or give to any JFS employee 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.
2. No Vendor or individual, company or organization seeking a contract shall solicit any JFS employee to violate any of the conduct requirements for employees.
3. Any Vendor acting on behalf of JFS shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Any Vendor or potential contractor who violates the requirements and prohibitions defined here or of Section 102.04 of the Ohio Revised Code is subject to termination of the contract or refusal by JFS to enter into a contract.
4. JFS employees and Vendors who violate Sections 102.03, 102.04 2921.42 or 2921.43 of the Ohio Revised Code may be prosecuted for criminal violations.
5. In submitting a bid in response to this solicitation the vendor certifies that it has reviewed, knows, and understands the State of Ohio’s ethics and conflict of interest laws and the Governor’s Executive Order 2007-01S pertaining to ethics. The vendor further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned executive order.

C. Interview

Vendors submitting proposals may be requested to participate in an in-depth interview as part of the evaluation process. The interview, if necessary, may include participants from JFS and any representatives it may appoint. JFS 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.

D. 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 JFS contract manager when work may begin. **Any work begun by a contractor prior to this notification will NOT be reimbursable by JFS.**

E. Proposal Costs

Costs incurred in the preparation of this proposal are to be borne by the vendor, and JFS 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 JFS’ responsibility.

F. Contractual Requirements

Any contract resulting from the issuance of this solicitation is subject to the terms and conditions as provided in the model contract, which is available from JFS upon request. Potential vendors are strongly encouraged to read the model contract to be fully aware of all JFS contractual requirements.

G. Travel and Parking Expense Reimbursement

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

H. Public Release of Records

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

I. Confidentiality

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

XIV. Other Requirements

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

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

B. Mandatory Contract Performance Disclosure

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

C. Mandatory Disclosures of Governmental Investigations

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

D. Vendor Selection Restriction

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

E. Waiver of Minor Proposal Errors

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

XV. Caveat

JFS is under no obligation to select a vendor as a result of this solicitation if, in the opinion of JFS and the proposal review team, none of the proposals are responsive to the objectives and needs of the Department. JFS reserves the right to not select any vendor should JFS decide not to proceed with the project.

XVI. Communications Prohibited

From the issuance date of this RLB until the contract award has been formally announced by the JFS Director, there may be no communications concerning the RLB between any vendor which expects to submit a proposal and any employee of JFS in the issuing office, or any other JFS employee, or any other individual regardless of their employment status, who is in any way involved in the development of the RLB or the selection of the Vendor(s).

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section IV, Internet Question and Answer Period;
2. As necessary in any pre-existing or on-going business relationship between JFS and any vendor which could submit a proposal in response to this RLB;
3. As part of an interview or proposal clarification process initiated by JFS as necessary to make a final vendor selection;
4. If it becomes necessary to revise any part of this RLB, JFS will post those revisions, amendments, etc., to the website dedicated to this RLB;* and
5. Any Public Records Request (PRR) made through the JFS Office of Legal Services.

*** Important Note:** Amendments to the RLB or to any documents related to it will be accessible to interested vendors through the original web page established for the RLB. All interested vendors must refer to that web page regularly for amendments or other announcements. JFS will not specifically notify any vendor of changes or announcements related to this RLB 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.

JFS is not responsible for the accuracy of any information regarding this RLB that was obtained or gathered through a source other than the Question and Answer process described in this RLB. Any attempts at prohibited communications by vendors may result in the disqualification of those vendors' proposals.

XVII. Protests

Any potential, or actual, vendor objecting to the award of a contract resulting from the issuance of this solicitation 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:

1. A protest may be filed by a prospective or actual bidder objecting to the award of a purchase order resulting from this solicitation. The protest shall be in writing and shall contain the following information:
 - a. The name, address, and telephone number of the protestor;
 - b. The name and number of the solicitation being protested;
 - c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 - d. A request for a ruling by JFS;
 - e. A statement as to the form of relief requested from JFS; and
 - f. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
2. A timely protest shall be considered by JFS, if it is received by JFS' Office of Legal Services, within the following periods:
 - a. A protest based on alleged improprieties in the issuance of the RLB or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. of the closing date for receipt of proposals as specified in Section II., Time and Date of submission.
 - b. If the protest relates to the announced intent to make the award, the protest shall be filed no later than 3:00 p.m. of the third (3rd) business day after JFS issues award notification to all responding vendors regarding the State's intent to the award. The date of this JFS notification to responding vendors is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.
3. An untimely protest may be considered by JFS if JFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by JFS' Office of Legal Services after the time periods set forth in Item #2 of this section.
4. All protests must be filed at the following location:

Chief Legal Counsel, Office of Legal Services
Ohio Department of Job and Family Services
30 East Broad Street, 31st Floor
Columbus, Ohio 43215-3414
5. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of JFS 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.
6. JFS' Office of Legal 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.

XVIII. LIQUIDATED DAMAGES

Liquidated Damages – The State, at its discretion, may assess the following liquidated damages if the Contractor fails to perform at the stated service levels. Any liquidated damages assessed by the State will be deducted from a future invoice.

- A. On-Time Project Implementation.** The Contractor guarantees an on-time implementation of Ohio JFS MPIP no later than June 1, 2011. If the Contractor fails to meet the implementation timelines, liquidated damages of \$5,000 per day after operational effective date until fully implemented may be assessed.
- B. Operational Project Manager Responsiveness.** In the Implementation period, the Contractor's Operational Project Manager will respond to all JFS staff inquiries, including phone calls and e-mails within 5 hours of receipt or as otherwise specified. Post implementation, the Contractor's Operational Project Manager will respond to all JFS staff inquiries, including phone calls and e-mails within 1 business day of receipt or as otherwise specified. A qualified response includes a return phone call, e-mail or other correspondence (e.g., written, facsimile). If the Contractor's Operational Project Manager fails to meet the response requirements, liquidated damages of \$500.00 per day after, for the Implementation period, 5 hours, and for the post implementation period, one (1) day per occurrence may be assessed. This guarantee will be measured and paid monthly.
- C. System Problem Resolution.** The Contractor will resolve all system problem occurrences (including, but not limited to, issues impacting access, registration, payment calculations) within 24 hours of the Contractor's knowledge of the system issue. System issues that require more than 24 hours to correct, regardless of time or date, will be considered a breach of this Service Level. Measurement will include problems impacting the system that are temporarily resolved by the contractor's backup system. If the Contractor fails to resolve within the specified time, liquidated damages of \$5,000.00 per occurrence may be assessed. This guarantee will be measured and paid monthly.
- D. Data Exchange.** 100% of data exchanges must be received in accordance with the transfer schedule. If a data exchange is late, inaccurate or incomplete, the Contractor may be assessed liquidated damages of \$1,000.00 per defective exchange. This guarantee will be measured, reported and paid monthly.
- E. Report Timeliness.** The Contractor must provide JFS with all ad hoc, monthly, and quarterly reports within the required timelines as specified in this RFP or by JFS. Liquidated damages of \$200.00 per occurrence may be assessed each time a report is late, inaccurate or incomplete. This guarantee will be measured and paid monthly.
- F. System Availability.** The system will be 'online' 99.9% of the time and available for processing 24 hours a day, 7 days a week, and 365 days a year, except during minimal, scheduled downtime for routine system maintenance. Calculated as the total number minutes the system is available to network users during the period of measurement divided by the total number of possible minutes during the period of measurement. Liquidated damages of \$5,000.00 may be assessed for failing to meet the system availability requirements on a monthly basis. This guarantee will be measured and paid monthly.
- G. Processing Accuracy.** 99.95% of all incentive payments must be processed accurately. Any type of error is counted as one full error and no more than one error will be assigned to one payment. If the Contractor fails to meet this service level, liquidated damages of \$5,000.00 for each 0.05 % below 99.95% may be assessed. This guarantee will be measured and paid monthly.
- H. Average Speed of Answer (ASA).** A Service Representative will answer 100% of program participant calls within 30 seconds or less. Measurement begins from the time a participant selects an option to speak with the first available representative and is placed in queue, to the time the call is answered by a live service representative. If the call is not answered within 30 seconds, then the "wait" time for calls that are subsequently abandoned will also be included in the measurement. Calls that are completed by an IVR system shall not be included in the measurement. If the Contractor fails to answer 100% of the calls within 30

seconds, liquidated damages of \$500.00 for each 1% below 100% may be assessed. This guarantee will be measured and paid monthly.

- I. Call Abandonment Rate.** Percentage of customer calls that are abandoned after being connected for a minimum of 30 Seconds will be calculated as the number of calls in the Help Desk queue that are abandoned, divided by number of calls placed in queue. Calls that are answered by an IVR system shall not be included in the measurement. If the Contractor has a call abandonment rate of 2% or greater, liquidated damages of \$200.00 for each .05% above 2% may be assessed monthly. This guarantee will be measured and paid monthly.

XIX. ATTACHMENTS

- A. Standard Affirmation and Disclosure Form** (*Vendors are to complete, sign, & return with their proposal as part of TAB D of Vendor Proposal*)
- B. Required Vendor Information and Certification Document** (*Vendors are to complete, sign, & return with their proposal as part of TAB E of Vendor Proposal*)
- C. Technical Proposal Score Sheet** (*Provided for vendor self-evaluation - not to be returned with the bid*)
- D. Cost Summary Sheet** (*Vendors are to complete, sign, & return with their proposal in a separate envelope marked accordingly*)
- E. Business Requirements:** (*Vendors are to complete & return with their proposal as part of TAB P of Vendor Proposal*)

ACCOMPANIMENTS

- A. Request for Taxpayer Identification Form W-9** (*Vendors are to complete, sign in BLUE ink, & return with their proposal as part of TAB F of Vendor Proposal*)
- B. Declaration Regarding Material Assistance/Non-assistance To A Terrorist Organization (DMA) Form** (*Vendors are to complete, sign, & return with their proposal as part of TAB G of Vendor Proposal*)

Thank you for your interest in this project.



Attachment A
RLB #: RLB-OIS-11-005

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

STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2010-09S
Banning the Expenditure of Public Funds on Offshore Services

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

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

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

(http://www.governor.ohio.gov/Default.aspx?tabid=1495).

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

- 1. Principal location of business of Contractor/Grantee:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

By signing below, I hereby certify and affirm that I have reviewed, understand, and will abide by the Governor's Executive Order 2010-09S. I attest that no funds provided by JFS 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 JFS if there is a change in the location where any of the services relating to this project will be performed. If I am signing this on behalf of a company, business, or organization, I hereby acknowledge that I have the authority to make this certification on behalf of that entity.

Signature

Date

Entity Name

Address (Principal Place of Business)

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

City, State, Zip



TED STRICKLAND
GOVERNOR
STATE OF OHIO

Executive Order 2010-09S

**Banning the Expenditure
of Public Funds for Offshore Services**

- 1. Ohio's Economic Vitality Necessitates Constant Vigilance in State Job Creation Efforts.** State officials and employees must at all times remain, passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio, in particular, and must do so especially during Ohio's continuing efforts to recover from the recent global recession.
- 2. No Public Funds Should be Spent on Services Provided Offshore.** Allowing public funds to pay for offshore services undermines economic development objectives and any such offshore services carry unacceptable quality and security risks.
 - a. The Purchase of Offshore Services with Public Funds Undermines Economic Development and Other Job Creation and Retention Objectives.** The expenditure of public funds for services provided offshore deprives Ohioans and other Americans critical employment opportunities. It also undermines efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which the State has invested heavily.
 - b. The Purchase of Offshore Services Has Unacceptable Business Consequences.** The use of offshore service providers could pose unacceptable data security, and thus privacy and identity theft risks. There are pervasive service delivery problems with offshore providers, including dissatisfaction with the quality of their services and with the fact that services are being provided offshore. It is difficult and expensive to detect illegal activity and contract violations and to pursue legal recourse for poor performance or data security violations. The State's use of offshore service providers ill-serves the people of Ohio who are the primary consumers of the services provided by the State.
- 3. Ohio's Policy Has Been -- and Must Continue To Be -- That Public Funds Should Not Be Spent on Services Provided Offshore.** Throughout my Administration, procurement procedures have been in place that restrict the purchase of offshore services. Despite these requirements, federal stimulus funds were recently used to purchase services from a domestic company which ultimately provided some of those services offshore. This incident was unacceptable and has caused me, through this Order, to redouble my commitment to ensure that public funds are not expended for offshore services.

4. Additional Steps Will Ensure that Public Funds Are Not Spent on Services Provided

Offshore. In order to ensure that the State of Ohio makes no expenditures for services provided offshore, I hereby order the following:

- a. No Cabinet Agency, Board or Commission (Executive Agency) shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. This Order applies to all funds in the custody of an Executive Agency, be they from state, federal, philanthropic or private sources. It applies to all purchases of service made directly by an Executive Agency and services provided by sub-contractors of those providing services purchased by an Executive Agency.
- b. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
- c. The Department of Administrative Services, through Ohio's Chief Procurement Officer (OCPO), shall have in place, by August 31, 2010, procedures to ensure all, of the following:
 - i. All agency procurement officers, or the person with equivalent duties at each Executive Agency (APOs), have standard language in all Executive Agency contracts which:
 - (a) Reflect this Order's prohibition on the purchase of offshore services.
 - (b) Require service providers or prospective service providers to:
 - (i) Affirm that they understand and will abide by the requirements of this Order.
 - (ii) Disclose the location(s) where all services will be performed by any contractor or subcontractor.
 - (iii) Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
 - (iv) Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
 - (v) Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contract.
 - ii. All APOs are ensuring that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
 - (a) Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.

(b) Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any sub-contractor, will not be considered.

iii. All procurement manuals, directives, policies, and procedures reflect the requirements of this Order.

iv. All APOs have adequate training which addresses the terms of this Order.

5. Exceptions. Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:

a. Services necessary to support the efforts of the Department of Development Global Markets Division to attract jobs and business to the State of Ohio, including incidental services for the support of trade missions, payment of international staff, and services necessary for the operation of international offices.

b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities.

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




Ted Strickland, Governor

ATTEST:

Jennifer Brunner, Secretary of State



Attachment B

RLB #: RLB-OIS-11-005

REQUIRED VENDOR INFORMATION and CERTIFICATIONS

Purpose: The Ohio Department of Job and Family Services (JFS) requires the following information on vendors who submit proposals or bids in response to any JFS 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. JFS reserves the right to reject your proposal if you fail to provide this information fully, accurately, and by the deadline set by JFS. Further, some of this information (as identified below) **must** be provided in order for JFS 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 JFS.

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

Vendors must provide all information

1. JFS RLB #:	2. Proposal Due Date:
3. Vendor Name: (legal name of the vendor – person or organization – to whom contract\purchase payments would be made)	4. Vendor Federal Tax ID # or Social Security #: (this number MUST correspond with the name in Item # 3)
5. Vendor Corporate Address:	6. Vendor Remittance Address: (or “same” if same as Item # 5)
7. Print or type information on the vendor representative/contact person <u>authorized to answer questions on the proposal\bid:</u> Vendor Representative: Representative’s Title: Address: Phone #: Fax #: E-Mail:	

8. Print or type the name of the vendor representative 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 (if not the same individual as in #7, provide the following information on each such representative and specify their function):

Vendor Representative:
Representative's Title:
Address:
Phone #:
Fax #:
E-Mail:

9. Is this vendor an Ohio certified MBE? Yes No If yes, attach a copy of current certification to proposal\bid. (If JFS has specified the RFQ\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.)

10. Mandatory Vendor Certifications:

JFS 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 JFS RFQ\RLB or other purchase opportunity MUST certify that they are NOT INELIGIBLE by signing each of the three statements below. **Failure to provide proper affirming signature on any of these statements will result in the disqualification of your proposal\bid.**

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

AND

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

AND

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

11. Location of Business Declaration: Vendors responding to any JFS RFQ/RLB/RFGA (etc.) must certify that no public funds shall be spent on services provided/performed offshore by completing, signing, and returning the "Standard Affirmation and Disclosure Form." **FAILURE TO PROPERLY COMPLETE, SIGN AND RETURN THE STANDARD AFFIRMATION AND DISCLOSURE FORM, WILL RESULT IN**

DISQUALIFICATION OF THE VENDOR FROM CONSIDERATION FOR AWARD.

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

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

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____ (Ohio Certified MBE/EDGE)

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

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

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

Subcontractor Name: _____

Address: _____

Work To Be _____

Performed: _____

(a brief description)

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

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

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____ (Ohio Certified MBE/EDGE)

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

Total number of contracts: _____

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

State Agency/Educational Institution:

Contract Dollar Amount: _____

State Agency/Educational Institution:

Contract Dollar Amount: _____

State Agency/Educational Institution:

Contract Dollar Amount: _____

Attach additional pages if needed

13. Vendor and Grantee Ethics Certification

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

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

Signature of authorized agent

Date

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

14. I have read the JFS Model Contract attached to the RFQ/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 JFS. (If so, JFS will review those requested changes if you are the selected vendor. All requested changes to model contract language are subject to JFS approval.) (NOTE: Item 14 is not applicable and not required when the subject JFS procurement opportunity is offered only to State Term Schedule Vendors.)

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

ATTACHMENT C
RLB#: RLB-OIS-11-005
Technical Proposal Score Sheet

Mandatory Requirements. The first table lists this RLB’s mandatory requirements. If the vendor’s Proposal meets all the mandatory requirements, the vendor’s Proposal may be included in the next part of the technical evaluation phase described in the next table.

Vendor Mandatory Requirements	Accept	Reject
Served as a contractor who has developed a “stand alone” EHR incentive payment system for an NLR Group 1 CMS test state. Contractor must list Group 1 state(s) for which this work was performed.		
Vendor or Subcontractor Mandatory Requirements	Accept	Reject
The Contractor or Subcontractor provides hosting services for system of similar size and complexity.		
Project Manager Mandatory Requirements	Accept	Reject
A minimum of 60 months full-time experience as a project manager.		
Experience as the project manager on a minimum of two projects that encompassed the full system development life cycle from initiation through post implementation on a project of similar size and complexity.		
Technical Manager Mandatory Requirements	Accept	Reject
A minimum of 36 months full-time experience as a technical manager for projects involving an enterprise-wide architecture, networking, multiple systems integration, hardware, and software.		
Experience managing a technical team and its activities from inception through implementation on a minimum of one project of similar size and complexity.		

Scored Criteria

In the technical evaluation phase, the State will rate the technical merits of the Proposals based on the following requirements and the weight assigned to each requirements:

Evaluation Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
VENDOR MANDATORY REQUIREMENTS	2	REJECT	5	15	25

- Served as a contractor who has developed a “stand alone” EHR incentive payment system for an NLR Group 1 CMS test state.
- The Contractor or Subcontractor currently provides hosting services for system of similar size and complexity.

Evaluation Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
VENDOR REQUIREMENTS	8	0	5	15	25

- Minimum of 24 months experience in developing, integrating and implementing software products for State or Federal Agencies.

- Experience implementing and providing services that transition business processes to a hosted environment.
- Experience providing equipment, software and call center services across a wide geographic area.
- Has served as contractor responsible for implementing an EHR incentive payment system for more than one NLR Group 1 CMS test state and for states similar to the size and demographics of Ohio.
- 24 months experience with Medicaid-related information systems implementation and/or support.

Evaluation Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
STAFFING REQUIREMENTS	3	0	5	15	25

- Minimum of 60 months full-time experience as a project manager.
- Experience as the project manager on a minimum of two projects that encompassed the full system development life cycle from initiation through post implementation on a large scale project where one of the projects lasted a minimum of 12 months.
- Minimum of 9 months of experience as the project manager on a project of similar size and complexity for an EHR Incentive Program.
- Experience following a standard PM methodology and in using various project management tools (e.g., MS Project suite, Project Workbench developing project plans, defining tasks and tracking timelines and resources on a minimum of two projects of similar size and complexity.
- Management of two or more projects of similar size and complexity for CMS related systems.
- Project Management Professional (PMP) certification.
- A minimum of 36 months full-time experience as a technical manager for projects involving an enterprise-wide architecture, networking, multiple systems integration, hardware, and software.
- Experience managing a technical team and its activities from inception through implementation on a minimum of one project of similar size and complexity to an EHR Incentive Program.
- 36 months experience performing systems development activities as a technical lead over analysis, design, development, and testing on a project of similar size and scope.
- 24 months experience in performing work on Medicaid-related systems.
- Experience using various project tools for planning and tracking purposes on a minimum of two projects.
- Experience in developing and implementing a training plan for state and private users on a minimum of one project of similar complexity and size.
- Experience in preparing and delivering on-line curricula on a project of similar size and complexity.
- Experience using various project management tools for planning and tracking projects on a minimum of two projects of similar size and complexity.

Evaluation Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
PROPOSED SOLUTION FOR SERVICES	14	0	5	15	25

- Provider Support Services (Help Desk)
- Training
- Architecture
- System Security

- System Messaging
- Help Screens
- MPIP Registration
- Provider Attestation and Eligibility
- Provider Incentive Payments
- Audits
- Disputes and Appeals
- Interfaces
- General Reporting
- Standard Reports
- Ongoing Operation Support

Evaluation Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
IMPLEMENTATION WORK PLAN	3	0	5	15	25

- Task 1: Project Management
- Task 2: System Analysis and Design
- Task 3: Configuration and Documentation
- Task 4: System and User Acceptance Testing
- Task 5: Training/Communications and Marketing
- Task 6: Implementation
- Task 7: System Operations
- Task 8: End of Contract Transition
- Implementation Staffing Plan

Phase I	Yes	No
Were Mandatory Requirements Accepted?		
Phase II		
Technical Proposal Score		



ATTACHMENT D
RLB#: RLB-OIS-11-005
Cost Summary Sheet

Vendor Name: _____

Implementation Costs	
Task 1 – Project Management	\$
Task 2 – System Analysis and Design	\$
Task 3 – Development, Customization, Configuration and Documentation	\$
Task 4 – System and User Acceptance Testing	\$
Task 5 – Training	\$
Task 6 – Implementation	\$
Total Implementation Fixed Cost	\$
Task 7 – Year 1 (SFY11) Operational Costs	\$
Task 7 – Year 2 (SFY12) Operational Costs	\$
Task 7 – Year 3 (SFY13) Operational Costs	\$
Task 7 – Year 4 (SFY14) Operational Costs	\$
Task 7 – Year 5 (SFY 15) Operational Costs	\$
Task 7 – Year 6 (SFY 16) Operational Costs	\$
Task 7 – Year 7 (SFY 17) Operational Costs	\$
Task 7 – Year 8 (SFY 18) Operational Costs	\$
Task 7 – Year 9 (SFY 19) Operational Costs	\$
Task 7 – Year 10 (SFY20) Operational Costs	\$
Task 7 – Year 11 (SFY21) Operational Costs	\$
Task 7 – Year 12 (SFY22) Operational Costs	\$
Total Operational Costs	\$
Task 8 – End of Contract Transition	\$

Rate Card			
Rate Card	1		
	Hourly Rate		
Project Manager	\$		
Sr. Programmer Analyst	\$		
Programmer Analyst	\$		
System Analyst	\$		
Business Analyst	\$		
Developer	\$		
Rate Card Sub-Totals:	\$		

*** Hourly rate is the rate the State is charged for work over and above the terms of the contract (system enhancements, etc.) and not included in the monthly operational costs. Vendors are responsible for all calculations.**

Total Cost for Evaluation	
1. Implementation	\$
2. Total Annual Operational Cost (for all years)	\$
3. End of Contract Transition	\$
Total Cost for Evaluation (sum of items 1 thru 3)	\$



ATTACHMENT E
Business Requirements
RLB#: RLB-OIS-11-005

HIT PROVIDER INCENTIVE PAYMENTS SOLUTION - MPIP REQUIREMENTS		SOLUTION:	
REQUIREMENT		MEETS (Y/N)	REQUIRES CUSTOMIZATION and/or DEVELOPMENT (Explain)
General			
1	1	Architecture	
1	1	1	The system must be a browser-independent web-based system, which stands on its own. Not a component of another system.
1	1	2	The system must be built, tested, and hosted on Vendor supplied equipment and location with the ability to transfer source code and related processing to JFS.
1	1	3	The system must allow JFS administrators the ability to establish alerts/messages based upon start date, end date, and security authorization and include a web based welcome page that will show alerts\messages.
1	1	4	The system must have sufficient capacity to manage 10,000 to 50,000 provider users over the life of the program with expected concurrent utilization of 5% of the eligible providers.
1	1	5	The system must have capability for record retention, logging to allow for a complete audit trail capture and reporting for user access, inquiry and updates that relate to private information, to include user ID, time\date, logon\log off information, and type of action.
1	1	6	The system must have a sufficient redundancy, fault tolerance, and backup functionality to ensure nearly 24x7 operation.
1	1	7	The system must allow providers and state staff to upload electronic documents associated with a provider's participation in MPIP.
1	1	8	Provide a list of what services, enhancements, etc., are included in the monthly operational costing.
1	1	9	The solution must be branded using official State of Ohio and Ohio Department of Job and Family Services logos, images, etc.
1	2	System Security	
1	2	1	The system security must have identity management features that assign a unique user ID and password to all users.
1	2	2	The system must provide self-service options that comply with JFS security policies to allow providers to obtain a user ID and maintain passwords.
1	2	3	The system security must have security features that allow the unique user ID and passwords to comply with commonly configured security requirements such as strength, aging, expiration, lockout, and history.
1	2	4	The system security must be role based with roles applied to control inquiry, updates and functional processes for State and provider access.
1	3	System Messaging	

1	3	1	The system must have an online user interface for creating news and alerts.		
1	3	2	The system must have an area for users to review historical news and alerts content.		
1	3	3	The system must have an alerting function sufficient to gain the attention of users upon logon.		
1	3	4	The system must have the ability to distribute email notices by JFS administrators to providers based on provider type and the ability to specify send date and frequency.		
1	3	5	The system must have the ability to generate email notifications to providers upon change in registration status, payment authorization, change in appeal status, and significant related actions.		
1	4		Help Screens		
1	4	1	The system must provide MPIP help content to be associated with a given screen and related field data on a screen.		
1	4	2	The system must contain a dictionary for MPIP terms and codes.		
1	4	3	The system must provide the ability to manage help text content based on Ohio's policy for MPIP.		
Provider Incentive Payments					
2	1		MPIP Registration		
2	1	1	The system must use a web-based interface to establish and maintain and validate registration information for enrolling into the MPIP system.		
2	1	2	The system must perform various validations on a provider's NLR and MPIP registrations and instruct the provider on how to correct errors, and where appropriate, allow the provider to correct them.		
2	1	3	The system must allow the provider to navigate among registration screens to modify entered data without losing information.		
2	1	4	The system must allow the provider to save a registration as a "work-in-progress" to be completed at a later time.		
2	1	5	The system must allow state staff to enter notes and associate them with a provider's application.		
2	1	6	The system must provide a method for collecting the name, address, phone number, and related contact information about the proxy/submitter acting on the behalf of the provider.		
2	1	7	The system must require the provider to review the application prior to electronically signing and submitting the data as being correct.		
2	1	8	The system must provide the ability for Provider Payment reassignment and validate that the payment assignee is a valid Medicaid provider.		
2	1	9	The system must be able to manage data for group practices to attest to patient volume for the purpose of payment calculation.		
2	1	10	The system must maintain a status of a provider's registration/payment application (e.g. denied, approved) for all conditions of the EHR incentive payment process.		
2	1	11	The system must be able to track and manage a provider's eligibility and attestations for subsequent payment years within the program.		
2	1	12	The system must allow providers to cancel their participation in the program. The system must send an email notification to the provider confirming cancellation.		

2	1	13	The system must allow providers to maintain their demographic and related attestation information. The system must maintain a history of this information for use in auditing and managing the program.		
2	1	14	The system must be able to validate any changes that are made to the provider's application that may affect the provider's eligibility for payment.		
2	2		Provider Attestation and Eligibility		
2	2	1	The system must allow EPs to record their EHR cost information.		
2	2	2	The system must manage the MPIP attestation [workflow] timeline and warn the provider of timelines and activity dates that may impact a provider's eligibility or payment.		
2	2	3	The system must provide the ability to store and maintain provider data to be used to validate a provider's credentials for participating in MPIP.		
2	2	4	The system must validate at various checkpoints (e.g. NLR, other JFS interfaces) throughout the registration and payment processes to ensure payments will not be made to providers that are under exclusions or sanctions.		
2	2	5	The system must provide online screens to collect appropriate attestation information based upon Federal and State rules and validation parameters obtained through NLR and information supplied in the JFS Provider Master File.		
2	2	6	The system must determine eligibility based upon Federal and State HITECH program specifications.		
2	2	7	The system must ensure that the provider's EHR system is certified by the Office of the National Coordinator (ONC) and that the system is adopted, implemented, or upgraded as defined by Federal definitions.		
2	2	8	The system must automatically calculate provider payment based upon Federal and State HITECH rules and guidance, data entered by the provider and data supplied from JFS Medicaid systems.		
2	2	9	The system must verify and track meaningful use (all stages) based upon State and Federal rules and guidance and C5 and D17 transactions.		
2	3		Provider Incentive Payments		
2	3	1	The system must analyze the EHR costing information supplied (as described above) in order to generate a payment amount for that year for EPs or generate a payment schedule for EHs.		
2	3	2	The system must allow providers to view calculated payments prior to submission.		
2	3	3	The system must allow State staff the ability to authorize and issue a payment.		
2	3	4	The system must allow the State the ability to stop a payment.		
2	3	5	The system must have the ability to allocate payment based upon a payment schedule as determined by the State.		
2	3	6	The system must have the ability to issue payments in lump-sum or in installments.		
2	3	7	The system must provide the ability for State staff to track payment adjustments and recoupments.		
2	3	8	Prior to payment, the system must send and receive a file (D-16) to and from the NLR to confirm provider standing and safeguard against duplicate payments.		

2	3	9	Prior to payment, the system must provide the ability to perform final checks against Ohio provider information to confirm that nothing should stop payment.		
2	3	10	The system must provide a payment voucher transaction to Ohio's financial system to initiate payment to providers.		
2	3	11	The system must be able to receive confirmation of payment processing by the Ohio financial system.		
2	3	12	The system must have the ability to generate 1099s.		
2	3	13	Following disbursement and confirmation the system must send an interface file (D-18) to the NLR to confirm payment.		
2	3	14	The system must have the ability to record and report the time of receipt of the provider payment authorization from CMS.		
2	3	15	Upon receipt of the D16 file, the system must alert users (based on security roles) and provide a screen of providers to whom CMS has given authorization to make payment. The screen can be used for final authorization of payments.		
2	3	16	The system must ensure that the provider is paid in accordance with State and Federal rules.		
2	4	Audits			
2	4	1	The system must allow for ODJFS staff and State of Ohio Auditors or designees to retrieve information and audit the payment workflow.		
2	4	2	The system must allow for ODJFS staff and State of Ohio Auditors or designees to retrieve information and audit the incentive payments for the life of the program or until such time as deemed appropriate by JFS.		
2	4	3	The system must allow state users to retrieve information (demographic, program requests/status, eligibility, denials, appeals, supporting documentation, payment information).		
2	4	4	The system must track a complete history of changes to information (demographic, program requests/status, eligibility, denials, appeals, supporting documentation, payment information).		
2	4	5	At a minimum, the system will conform to standard GAAP and best practices.		
2	5	Disputes and Appeals			
2	5	1	The system must allow for appeals information to be entered and tracked, including the reason for the appeal, supporting documentation and related information (e.g. eligibility, payment denial or payment amount, program exclusion, other, etc.), decisions, outcomes, appeal withdraws, the ability to add and retain comments, etc.		
2	5	2	The system must allow for comments to be added by authorized users and maintain history by date, time, who entered the comments, etc.		
2	5	3	The system must have the ability to send notifications to the provider and/or to State staff regarding appeals activity and outcomes.		
2	5	4	The system must provide the provider and State the ability to check the status of the appeal at anytime during the appeals process.		

Interfacing

3	1	NLR B-6 Transactions - Provider Registration Information		
3	1	1	The system must be capable of receiving and sending B-6 Transactions to and from the NLR.	
3	1	2	Transactions include validation against Medicare exclusions and master death lists maintained at the Federal level, new providers, updated and cancelled EPs, EHs, and hospital and Medicaid NLR registrations.	
3	1	3	The system must validate the provider data from the NLR to data provided by JFS and determine if the provider can be enrolled into the State's MPIP system.	
3	2	NLR B-7 Transactions - Registration Confirmation Information		
3	2	1	The system must be capable of sending and receiving of B-7 transactions to and from NLR to manage confirmation processes for provider registration.	
3	3	NLR D-16 Transactions - Duplicate Payment/Exclusion Check Information		
3	3	1	The system must be capable of sending and receiving D-16 Transactions to and from NLR to ensure prevention of duplicate payments for providers between Medicare and Medicaid, and between states.	
3	4	NLR C-5 Transactions - Dually Eligible Hospital Attestation Information		
3	4	1	The system must be capable of sending and receiving C-5 Transactions to and from NLR to manage attestation and dually eligible hospitals.	
3	5	NLR D-17 Transactions - Dually Eligible Hospital Cost Report Information		
3	5	1	The system must be capable of sending and receiving NLR D-17 transactions to manage cost report data elements utilized by CMS to determine Medicare hospital payments for dually eligible hospitals deemed eligible for the Medicare HITECH incentive payment.	
3	6	NLR D-18 Transactions - Incentive Payment Information		
3	6	1	The system must be capable of sending and receiving D-18 Transactions to and from NLR to manage status updates indicating successful and unsuccessful incentive payments for Medicaid EPs, EHs, and dually eligible hospitals; and all successfully registered EPs, EHs, and dually eligible hospitals - including those that did not meet the ODJFS' SLR qualifications for payment.	
3	7	JFS Financial System (OFIS)		
3	7	1	The system must provide transactions as defined by JFS to issue Provider Incentive Payments.	
3	7	2	The system must provide the ability to accept transactions as defined by JFS to confirm payment has been issued.	
3	8	JFS Data Warehouse Interface		
3	8	1	Provide monthly extract of data used to manage the incentive program. Data to include all provider data, related payment calculation information and other related information as defined by JFS. This interface will be developed based upon timelines and requirements agreed upon by JFS and is expected to start last quarter of 2011 calendar year.	
Reporting				
4	1	General		
4	1	1	The system should provide the ability to graphically represent current status of registration and payment and statistics of activities for program monitoring and management.	

4	1	2	The system must provide ad-hoc report features to create reports grouped by period or date, provider type, geographical area, the HITECH Act meaningful use criteria, and/or payment workflow status (e.g. pending payment, in appeal, denied, cancelled, resubmitted, continued involvement in program after 1 year, etc.)		
4	1	3	The system must provide the ability to export report data in .CSV format.		
4	1	4	The system must provide the ability to open report data in Microsoft Excel.		
4	1	5	The system must allow exporting reports in .PDF format and local printing at user's desktop.		
4	2	Standard MPIP Reports			
4	2	1	The system must have the ability to produce mandated reports as defined by Federal rule.		
4	2	2	The system must be able to produce a variety of management reports, such as:		
4	2	3	Registration Activity Detail and Summary Reports		
4	2	4	Attestation Activity Detail and Summary Reports		
4	2	5	Payment Activity Detail and Summary Reports		
4	2	6	Various Auditing Activity Reports		
4	2	7	Clinical Meaningful Use/Clinical Quality Measures		
4	2	8	System utilization statistics		
4	2	9	Dispute and Appeals Activity Detail and Summary Reports		
4	2	10	Reassignment of Provider Payments		
4	2	11	Summary and Detail reports of workflow-related activities such as registration, payment authorization, and appeals, etc.		
4	2	12	Aging Report of payments authorized by CMS via the D16 file for which an EP or EH has not been issued a payment		