

September 26, 2016

Dear Vendor:

This letter is to announce the release of this Request for Proposal (RFP), ODMR-1617-1017, for The Ohio Medicaid Consumer Hotline. The Ohio Department of Medicaid (ODM) releases this RFP for the purpose of obtaining a vendor to operate and manage the Ohio Medicaid Consumer Hotline and provide enrollment broker services. ODM is seeking vendors for this service who are experienced in Medicaid and/or commercial health care, managed care enrollment brokering, customer service, call center management, telephony, and have significant expertise in information technology for call center operations, including analysis, design, networking, and maintenance. Proposals must clearly demonstrate the vendor's capability of providing services as described in this RFP. The objective of the Hotline is to provide knowledgeable customer service agents, managed care enrollment services to authorized recipients, choice counseling and education, an information technology infrastructure that meets the service needs, a managed care provider network, premium collection services, and a multi-channeled communication format.

If you are interested in submitting a response for this important project, please obtain the RFP through ODM's Web Page at: [www.medicaid.ohio.gov](http://www.medicaid.ohio.gov), and following these instructions:

- \* Under the Resources tab
- \* Go Down to Legal and Contracts
- \* Select RFPs in the drop-down menu
- \* Click the Link to the actual RFP

If you experience problems opening the above referenced ODM URL, please contact the ODM Office of Contracts and Procurement at the following telephone number: (614) 752-5284.

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

Sincerely,

//SIGNATURE ON FILE//

Jessica Gaston Mathews, Esq.  
Senior Legal Counsel  
Office of Contracts and Procurement

JGM/dls

# Ohio Medicaid Consumer Hotline

**RFP Number ODMR-1617-1017**

**The Ohio Department of Medicaid**

# Ohio Medicaid Consumer Hotline

## RFP ODMR-1617-1017

### TABLE OF CONTENTS:

<b>SECTION I.</b>	<b><u>GENERAL PURPOSE</u></b>	
<b>1.1</b>	<b>Purpose and Objectives</b>	<b>1</b>
<b>1.2</b>	<b>Background</b>	<b>1</b>
<b>1.3</b>	<b>General Terms</b>	<b>1</b>
<b>1.4</b>	<b>RFP Guidance and Allowances</b>	<b>2</b>
<b>SECTION II.</b>	<b><u>VENDOR EXPERIENCE AND QUALIFICATIONS</u></b>	
<b>2.1</b>	<b>Mandatory Requirements</b>	<b>2</b>
<b>2.2</b>	<b>Organization Experience and Capabilities</b>	<b>3</b>
<b>2.3</b>	<b>Staff Experience and Capabilities</b>	<b>4</b>
<b>2.4</b>	<b>Replacement of Key Personnel</b>	<b>5</b>
<b>2.5</b>	<b>Subcontractor Identification and Participation Information</b>	<b>5</b>
<b>SECTION III.</b>	<b><u>SCOPE OF WORK &amp; SPECIFICATIONS OF DELIVERABLES</u></b>	
<b>3.1</b>	<b>Scope of Work</b>	<b>6</b>
<b>3.2</b>	<b>Specifications of Deliverables</b>	<b>6-18</b>
<b>SECTION IV.</b>	<b><u>PROCUREMENT PROCESS INFORMATION</u></b>	
<b>4.1</b>	<b>Anticipated Procurement Timetable</b>	<b>18</b>
<b>4.2</b>	<b>Internet Question and Answer Period; RFP Clarification Opportunity</b>	<b>19</b>
<b>4.3</b>	<b>Communication Prohibitions</b>	<b>20</b>
<b>4.4</b>	<b>Amendments to RFPs</b>	<b>21</b>
<b>SECTION V.</b>	<b><u>PROPOSAL FORMAT &amp; SUBMISSION</u></b>	
<b>5.1</b>	<b>Organizational Structure of the Proposal</b>	<b>21</b>
<b>5.2</b>	<b>Proposal Submission</b>	<b>22</b>
<b>SECTION VI.</b>	<b><u>CRITERIA FOR PROPOSAL EVALUATION &amp; SELECTION</u></b>	
<b>6.1</b>	<b>Scoring of Proposals</b>	<b>23</b>
	<b>A. Phase I. Review—Initial Qualifying Criteria</b>	<b>23</b>
	<b>B. Phase II. Review—Criteria for Scoring the Technical Proposal</b>	<b>23</b>
	<b>C. Phase III. Review—Criteria for Considering the Cost Proposal</b>	<b>23</b>
<b>6.2</b>	<b>Review Process Exceptions</b>	<b>24</b>
<b>6.3</b>	<b>Interview/Demonstration</b>	<b>25</b>
<b>6.4</b>	<b>Final Vendor Recommendation</b>	<b>25</b>

<b>SECTION VII.</b>	<b>PROTEST PROCEDURE</b>	
<b>7.1</b>	<b>Protests</b>	<b>25</b>
<b>7.2</b>	<b>No Obligation to Award</b>	<b>26</b>
<b>SECTION VIII.</b>	<b>CONDITIONS AND OTHER REQUIREMENTS</b>	
<b>8.1</b>	<b>Start Work Date</b>	<b>26</b>
<b>8.2</b>	<b>Trade Secrets Prohibition; Public Information Disclaimer</b>	<b>27</b>
<b>8.3</b>	<b>Contractual Requirements</b>	<b>27</b>
<b>8.4</b>	<b>Travel Reimbursement</b>	<b>27</b>
<b>8.5</b>	<b>Public Release of Evaluations and/or Reports</b>	<b>28</b>
<b>8.6</b>	<b>Ethical &amp; Conflict of Interest Requirements</b>	<b>28</b>
<b>8.7</b>	<b>Confidentiality and Health Insurance Portability &amp; Accessibility Act (HIPAA) Requirements</b>	<b>28</b>
<b>8.8</b>	<b>Unresolved Findings for Recovery (ORC 9.24)</b>	<b>28</b>
<b>8.9</b>	<b>Suspensions and Debarments</b>	<b>28</b>
<b>8.10</b>	<b>Mandatory Contract Performance Disclosure</b>	<b>29</b>
<b>8.11</b>	<b>Mandatory Disclosures of Governmental Investigations</b>	<b>29</b>
<b>8.12</b>	<b>MBE Subcontracting Requirement</b>	<b>29 -31</b>
<b>SECTION IX.</b>	<b>APPENDICES AND ATTACHMENTS</b>	
<b>Appendix A</b>	<b>Compliance Assessment System</b>	<b>31</b>
<b>Appendix B</b>	<b>Ohio Board of Deposit Pricing Catalog Contract Period</b>	<b>31</b>
<b>Appendix C</b>	<b>Premium Invoice</b>	<b>31</b>
<b>Attachment A</b>	<b>Required Vendor Information and Certification(A1), Ethics Certification (A2), and Offshore Form (A3)</b>	<b>31</b>
<b>Attachment B</b>	<b>Technical Proposal Score Sheet (B1) and Cost Proposal Form (B2)</b>	
<b>Attachment C</b>	<b>ODM Model Contract</b>	

**OHIO DEPARTMENT OF MEDICAID REQUEST FOR PROPOSALS (RFP):**  
**Ohio Medicaid Consumer Hotline**  
**RFP Number ODMR-1617-1017**

**SECTION I. GENERAL OVERVIEW**

**1.1 Purpose and Objectives**

In accordance with the Code of Federal Regulations (CFR) Title 42 § 438.810, Ohio will provide a Medicaid managed care enrollment broker customer service agent for individuals on Medicaid, and the general public, who are seeking information about Ohio's Medicaid program. The Ohio Department of Medicaid (ODM) releases this Request for Proposals (RFP) for the purpose of obtaining a vendor to operate and manage the Ohio Medicaid Consumer Hotline and provide enrollment broker services (referred to throughout this RFP as "the Hotline"). ODM is seeking vendors for this service who are experienced in Medicaid and/or commercial health care, managed care enrollment brokering, customer service, call center management, telephony, and have significant expertise in information technology for call center operations, including analysis, design, networking, and maintenance. Proposals must clearly demonstrate the vendor's capability of providing services as described in this RFP. The objective of the Hotline is to provide knowledgeable customer service agents, managed care enrollment services to authorized recipients, choice counseling and education, an information technology infrastructure that meets the service needs, a managed care provider network, premium collection services, and a multi-channeled communication format.

**1.2 Background**

ODM is the single state agency responsible for the implementation and administration of the Ohio Medical Assistance (Medicaid) program authorized under Title XIX of the Social Security Act. Medicaid is a federally and state funded assistance program that provides health care coverage to certain low-income and medically vulnerable individuals of all ages. ODM is also responsible for administering the State Children's Health Insurance Program (SCHIP) under Title XXI of the Social Security Act, implemented in Ohio as a Medicaid expansion. ODM oversees Medicaid's SCHIP, and other publicly funded health coverage programs.

The Hotline has been in existence since 1996, previously known by various names like the Selection Services Center (SSC) and the Managed Care Enrollment Center (MCEC). In 2012, the Hotline became responsible for assisting all individuals on Medicaid with a wide variety of services and supports. Responsibilities under the Hotline contract include: assisting individuals to understand Medicaid and managed care; enrolling eligible individuals into a managed care plan (MCP); operating the Managed Care Provider Network (MCPN) for ODM; operating a toll-free call center; operating a self-service portal; assisting individuals seeking information about Medicaid and specific case information; and Medicaid premium collection. Information on the Medicaid managed care program can be located at: <http://medicaid.ohio.gov/PROVIDERS/ManagedCare.aspx>; and monthly reports from the current Hotline contractor can be located at: <http://medicaid.ohio.gov/PROVIDERS/ManagedCare/ConsumerHotlineMonthlyReports.aspx>.

### **1.3 General Terms**

For the purpose of this RFP, the term “vendor” shall be defined as a business, firm, organization, or individual – OR – a Minority Business Enterprise (MBE) interested in this opportunity. The terms “bid” and “proposal” may be used interchangeably to indicate materials submitted to ODM by a vendor in order to be considered for award of a contract for services described in this RFP. The terms “contractor” and “selected vendor” may be used interchangeably in reference to a vendor selected by ODM through this RFP for contract award.

### **1.4 RFP Guidance and Allowances**

This RFP provides interested vendors with instructions on developing and submitting their proposals, and includes details of vendor qualifications, the work the selected vendor will perform, the deliverables required of the vendor, the requirements for proposal submission, and how ODM will evaluate those proposals. ODM invites proposals from both individual vendors and from partnerships or collaborations of vendors, but ODM will enter into only one contract for this work. If a partnership/collaboration of vendors is selected through this RFP process, ODM would enter into a contract with the one member of the partnership identified in the partnership’s proposal as the primary contractor, and will view the other members of the partnership as sub-contractors. It will be the responsibility of the primary contractor to ably supervise and coordinate all subcontractor activity, make appropriate payment to the subcontractor(s) for their work, and to serve as the primary contact for ODM. Collaborative proposals must explain how the work by all partners will be supervised and coordinated, and must identify the roles and functions of all partners. Guidance for the preparation and submission of proposals by such partnerships and by individual vendor organizations is provided in this RFP.

## **SECTION II. VENDOR EXPERIENCE AND QUALIFICATIONS**

**2.1 Mandatory Requirements** – To be considered for this procurement vendors MUST meet, at minimum, ALL of the following qualification requirements:

1. Three (3) years of experience in enrolling individuals into health care plans such as: commercial health plans, state run health care marketplace or state Medicaid programs, providing customer service consumer education in related areas, or comparable private program.
2. Two (2) years of experience in operating a call center with the capacity of at least 200,000 calls per month.
3. Three (3) years of experience in call center information technology, telephone system, data management and analysis, and data interfaces.
4. Three (3) years of experience in the health care industry, e.g., state Medicaid programs, private or commercial health care programs, or Medicare Advantage of similar size and scope.
5. Independence from any MCP or other health care provider in Ohio for which the vendor provides enrollment services in accordance with 42 CFR § 438.810 (1). A vendor or subcontractor is not considered independent if it:

- a. Is a MCP or other health care provider Ohio;
  - b. Is owned or controlled by a MCP or other health care provider in Ohio; or
  - c. Owns or controls a MCP or other health care provider in Ohio.
6. Free from conflict of interest in accordance with 42 CFR § 438.810(2). A vendor or subcontractor is not considered free from conflict of interest if any person is the owner, employee, or consultant of the vendor or subcontractor:
- a. Has any direct or indirect financial interest in any entity or MCO that provides services in Ohio;
  - b. Has been excluded from participation under title XVIII or XIX of the Social Security Act;
  - c. Has been debarred by any Federal agency; or
  - d. Has been, or is now, subject to civil money penalties under the Social Security Act.

**Vendors who do not meet all the above experience and qualifications will be disqualified from further consideration for contract award. Vendors must also refer to the Technical Proposal Score Sheet (Attachment B1), Phase I for ALL mandatory requirements.**

## **2.2 Organizational Experience and Capabilities**

Vendors will be evaluated based on the following criteria:

1. Information on the background of the firm, including any partners/subcontractors, any prior experience relevant to this RFP; historical and current data regarding the vendor's size, organizational structure, and whether the vendor is local, regional, or national in scope; (for collaborative proposals: The proposal must clearly identify the primary contractor for the partnership in, at minimum, the background description provided on that partner);
2. Samples of at least two (2), but no more than four (4), similar sized projects completed in the past five (5) years that demonstrate expertise in health care enrollment and choice counseling;
3. Samples of at least two (2), but no more than four (4), similar sized projects completed in the past five (5) years that demonstrate expertise in call center management and customer service;
4. Names and contact information for at least three (3) entities for which the vendor has performed similar large scale projects in the past ten (10) years; and
5. Submission with proposal of a selected Ohio certified Minority Business Enterprise (MBE) subcontractor assigned, at a minimum, job duties that will equate to 15 percent of the total dollar amount of the contract per state fiscal year. This requirement is further described in Section 8.12.

If the submitting organization is an Encouraging Diversity, Growth and Equity (EDGE) or Minority Business Enterprise (MBE) business, provide a photocopy (or other independently verifiable evidence) of the current certification. Additional consideration will be given to vendors that are certified in the State of Ohio as EDGE or MBE.

### **2.3 Staff Experience and Capabilities**

Proposals should demonstrate significant expertise by assigning staff to key leadership roles. Proposals must include, at minimum:

1. Identify, by position and by name, those staff the vendor considers key to the project's success (at minimum, key staff identified must include a Project Director and Business Analyst);
2. Include resume(s), education, and experience of the Project Director and all key personnel for this project (including any subcontractors), and specifically list their qualifications and experience (in the areas described in Section III, Scope of Work and Specification of Deliverables of this RFP) of key staff expected to work on the project;
3. The selected vendor must employ a Project Director as the head executive for the Hotline which will have overall responsibility, accountability, and operational management for all deliverables contained in the RFP and will serve as the vendor's primary spokesperson to liaise between the vendor and ODM. The Project Director must meet or have the following minimum qualifications:
  - a. Five (5) years of management experience;
  - b. Five (5) years of experience working with Medicaid and/or Medicare policies and procedures;
  - c. Five (5) years of experience managing customer service projects, call centers, and data systems;
  - d. Five (5) years of experience working with managed care plans in Medicaid, Medicare, or the commercial health care industry; and
  - e. Be dedicated 100% to the Hotline contract, permanently located at the Hotline site, and will be an employee of the vendor and not a subcontractor.
4. The selected vendor must employ a Business Analyst to translate the policies, operations, and business needs of ODM, as it relates to the Hotline, into functional and business requirements for the vendor's technical systems. The Business Analyst must meet or have the following minimum qualifications:
  - a. An associate's degree in computer science, information systems, or related field, accreditation in the computer science field, or at least three (3) years of experience in computer science or related field at a management level;

- b. Two (2) years of experience identifying, analyzing, and documenting business requirements and delivering work products throughout the project life cycle; and
- c. Be dedicated 100% to the Medicaid Hotline contract and permanently located at the Hotline site.

#### **2.4 Replacement of Key Personnel**

1. Upon execution of a Contract, ODM must approve any replacement of the Project Director, Business Analyst, or other key staff members (as designated by ODM). ODM reserves the right to disapprove a key staff member's replacement if it determines the minimum education and experience requirements are not met. The Contractor must use all commercially reasonable efforts to ensure the continued availability of those key personnel. Also, the Contractor may not remove those personnel from the project without the prior written consent of ODM, except if doing so is necessary for legal or disciplinary reasons. However, the Contractor must make a reasonable effort to give ODM 30 calendar days' prior, written notice of the removal.
2. If the Contractor removes a key personnel dedicated to the project for any reason other than those specified above, ODM may assess liquidated damages in the amount of \$1,500.00 for every day between the date on which the individual was removed and the date that the Contract is terminated, or the individual's qualified replacement, selected in accordance with the process identified in this Section, starts performing on the project.

#### **2.5 Subcontractor Identification and Participation Information**

Vendors must clearly identify the subcontractor(s) and their tasks in their proposals. The proposal must include a letter from the proposed subcontractor(s), signed by a person authorized to legally bind the subcontractor, indicating the following:

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

**Sensitive Personal Information:** It is the sole 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 ODM, all proposals submitted may become part of the public record. **ODM reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information.**

## **SECTION III.**

## **SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES**

### **3.1 Scope of Work**

The selected vendor for this project will be required to serve Ohio's Medicaid population of over 3 million individuals. Specifically, the vendor will be required to be Ohio's managed care enrollment broker for the 2.5 million individuals on managed care. The selected vendor should have knowledge of operating a full-service customer service center handling multiple types of inquiries from multiple sources. The Hotline currently averages 260,000 phone calls per month. The contracted call volume for this RFP is 285,000 calls per month. The Hotline averages 82,000 managed care enrollments per month. Additionally, vendor proposals submitted in response to this RFP must reflect the vendor's understanding of managed care and information technology including data repositories, customer relationship management systems, advanced data analytics and commitment to collaboration and cooperation to perform this Scope of Work fully. The selected vendor will be responsible for the Deliverables as described in this Section, including all preparatory and intervening steps, whether or not ODM has explicitly specified or delineated them within the RFP. In developing their proposals, all vendors must fully and appropriately plan and cost out their work, including all necessary preparatory and intervening steps.

### **3.2 Specifications of Deliverables**

The information below is a summary of the duties and responsibilities that would be contractually required of the selected vendor. In order to receive consideration for contract award, all aspects of the requirements described in this Section must be addressed in the vendor's technical proposal. Changes to how the Deliverables are to be performed cannot be made without prior approval or direction from ODM.

The contracted services shall include, but may not be limited to, the following areas:

#### **Deliverable 1 - Operations**

1. Establish a local office in the Columbus, Ohio metropolitan area, at a location agreed to by ODM. Maintain responsibility for all equipment, supplies, infrastructure, salaries, and lease costs of the office.
2. Business hours will be Monday through Friday from 7:00 a.m. to 8:00 p.m. and Saturday from 8:00 a.m. to 5:00 p.m. Close operations on all state holidays, which include: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day and at 5:00 p.m. on Christmas Eve and New Year's Eve. Vendor must be open for business at all other times absent a declaration of a weather emergency from the Ohio Department of Public Safety.
3. Retain documentation of all activities, recordings, enrollment, paper documents, premium collection, etc. for the life of the contract and transfer to a new vendor at the end of the contract.

## **Deliverable 2 - Telephony and Customer Relationship Management**

1. Provide an Automatic Call Distribution (ACD) system to allow routing of callers to the appropriate representative with the ability for in-queue messages.
2. Route calls based on queue selection to outside entities, e.g. Ohio Benefits, Collabor8, and Cleveland Sight Center.
3. Provide self-service options which allows the caller to obtain basic information, and answers to simple questions which do not require queueing or the interaction of a customer service agent.
4. Provide virtual hold or virtual queue, which provides callers with expected wait time and allows the caller to request a callback either when the call would have come up in the queue or at a scheduled time specified by the caller.
5. Collect data on each individual incoming and outgoing calls; including phone number, date and time of call. In addition, collect call center statistics including: number of calls answered, average talk time, average wait time, and percentage of abandoned calls.
6. Record all phone calls including screen capture (navigation). Translate recorded calls into a text transcript that can be saved and routed electronically on demand.
7. Perform outbound calls using a predictive dialer system for targeted call campaigns, such as managed care enrollment reminder calls, that is capable of interacting with the ACD system.
8. Provide an Interactive Voice Response (IVR) system that interacts with callers and provides front-end call center operation by gathering information and identifying the needs of the caller. Obtain identifying information such as case number or Medicaid billing number that is forwarded to the customer service agent when call is answered. All IVR messages must be available in the languages prevalent in Ohio.
9. Process both incoming and outgoing calls and transfer calls automatically within the ACD or IVR and warm transfer, regardless of carrier. The selected vendor is responsible for the cost of the transferred call.
10. Provide speech enablement technology to dynamically speak retrieved text/values back to callers and enable speech driven navigation through automated applications, such as the IVR.
11. Utilize a customer relationship management (CRM) system that provides a consolidated contact center solution. The vendor's CRM must integrate with and support ODM's soon to be developed CRM solution.

12. Support multi-channel communication i.e. phone, email, chat, SMS text, and fax.
13. Analyze and codify individuals interactions with the vendor from all sources e.g. interaction type, nature of the question, and resolution detail.
14. Ability to search CRM for related contacts to identify recurring or similar issues.
15. Ability to provide mass replies across customers to all relevant and/or related contacts.
16. Allow role-based access to the CRM for designated ODM staff.

### **Deliverable 3 - Managed Care Enrollment Broker Services**

1. Develop and implement a consumer support system that provides support to consumers both prior to and after enrollment in a MCP. Perform outreach to consumers and be accessible in multiple ways including phone, internet, in-person, and via auxiliary aids and services when requested.
2. Provide decision support tools which are intuitive and consumer friendly regarding plan benefits, provider networks, prescription drug formularies, and expanded health benefits which assist individuals to compare MCPs and make enrollment choices.
3. Ensure that enrollment information, including notices and educational materials, are accessible to individuals with limited English proficiency or visual impairment. Consumer materials must be translated to prevalent non-English languages.
4. Provide choice counseling to educate individuals enrolling in managed care. Choice counseling must be unbiased information on the managed care plans, provider networks, the role of managed care, and answers to related questions to facilitate enrollment into the plan which best meets the needs of the individual.
5. Complete a consumer contact record (CCR) for each individual during the plan selection process. The CCR is a list of configurable questions which is used to provide the selected managed care plan with personalized health care information to aid the plan in determining the health care needs of the individual, provide transition of care, and care management. The CCR must be sent at least daily to each plan based on their enrollment. The CCR includes:
  - a. Existing health care provider relationships;
  - b. Special health care needs; and
  - c. Scheduled surgeries, treatments, medical appointments, and pregnancy.
6. Provide online enrollment via a member portal. Online enrollment must provide the same choice counseling information that is available to callers. The website must be

accessible to individuals who are visually impaired by enabling screen readers and must allow for various display preferences such as font-size, contrasting colors, etc., and must be translatable into the prevalent non-English languages. In addition, the website must:

- a. Be ODM branded;
  - b. Have a downloadable enrollment form;
  - c. Be mobile-friendly;
  - d. Have plan comparison charts;
  - e. Have frequently asked questions (FAQs);
  - f. Provide a searchable provider network directory that includes geo-coding and mapping. The search criteria must, at minimum, include provider name, provider type, provider group, provider address, zip code, county and MCP affiliation;
  - g. Display MCP quality ratings;
  - h. Communicate enrollment request status via an email response or SMS text message; and
  - i. Obtain all information necessary to complete the CCR.
7. Provide an enrollment mail packet service upon request. The enrollment packet must be mailed within 24-hours of the request. The enrollment packet must contain:
- a. Cover letter with instructions;
  - b. Information to assist with a managed care plan selection;
  - c. MCP provided solicitation brochures and provider directories;
  - d. Consumer contact record form with instructions; and
  - e. Postage-paid return envelope.
8. Manage the auto assignment process by selecting a managed care plan for individuals who do not make a voluntary selection. The assignment process will follow rules-driven logic in accordance with the Assignment Utilization File (AUF). The assignment process must take into consideration prior enrollment history, provider utilization, managed care plan provider network capacity, and managed care plan quality. The vendor will:

- a. Attempt to obtain current address information for returned enrollment or reminder notices. Vendor will not auto assign individuals who have not received proper notice. Vendor will receive returned mail, perform research to find current address, and re-mail enrollment notice;
  - b. Make at least two (2) attempts to remind individuals to voluntarily select a managed care plan. The vendor can accomplish this by outbound messaging system and/or automated text (SMS) alerts; and
  - c. Mail a reminder letter to the individual explaining the assignment, including the name of the assigned plan, the enrollment effective date, and the ability to change the enrollment. The letters must be translated into prevalent non- English languages.
9. Provide choice counseling and enrollment activities which will be free from enrollment discrimination consistent with 42 CFR § 438.6. Discrimination against individuals is prohibited on the basis of health status, need for health services, race, color, or national origin.
10. Interface with Medicaid Information Technology System (MITS) to receive demographic and eligibility data for individuals receiving Medicaid in near real time utilizing a web service. This interface represents the entirety of the Medicaid population whether managed care eligible or not. Interface managed care enrollment information with MITS.
11. Allow alternative enrollment processes for special populations, described as follows:
  - a. **MyCare Ohio.** MyCare Ohio is the branded name of the Integrated Care Delivery System (ICDS) demonstration project in Ohio. MyCare Ohio is a special managed care program developed for individuals who are enrolled in both Medicaid and Medicare. The demonstration is currently live in twenty-nine (29) Ohio counties with Five (5) MyCare Ohio plans (MCOPs) participating. Enrollment is passive (individuals are automatically assigned to an MCOP prior to receiving an enrollment notice), occurs once monthly, and 60 days prospective. Passive enrollment is based solely on the AUF. The vendor mails reminder letters 30 days after the enrollment notice is mailed.
  - b. **Ohio Medicaid pre-release program.** Allow managed care enrollment selection calls from state prison inmates who have a release date within 90 to 120 days. Inmates must not be placed into queue or have any wait time. Each prison must follow a call schedule, determined by the Ohio Department of Rehabilitation and Corrections (ODRC), specifying the date, day of the week, and block of time in which their inmates may call to make a managed care selection. Calls may occur before Medicaid eligibility is determined. Complete Medicaid applications in Ohio Benefits for inmates whose application was not included in the monthly application batch file from ODRC. Communicate confirmed enrollments to ODRC on a regular basis. Process interface files received from ODRC containing inmate demographics and

enrollment selection data. Send interface files to ODRC containing inmate confirmed enrollment data.

- c. **Children in Custody.** Process interface files from the Ohio Department of Job and Family Services (ODJFS) containing demographic, managed care selection, and health information for children in custody. Send enrollment data to MITS and map the health information for the child onto the CCR.

#### **Deliverable 4 - Managed Care Provider Network**

1. Build and maintain a central repository and integrated directory of all Ohio Medicaid providers and their locations for all MCPs and fee-for-service. All data contained within the Managed Care Provider Network (MCPN) must be reportable, including travel time and distance to the provider location.
2. Import full provider networks from each of the six managed care plans daily. Import the Provider Master File (PMF) and three (3) Master files for Hospitals, Health Centers, and Nursing Facilities from MITS daily.
3. Provide search capabilities for providers, specialists, hospitals, clinics, and other healthcare facilities that are available to consumers on the vendor's website and to customer service agents. Searches must be geocoded for travel time and distance. Searches must identify the MCPs that the provider is contracted with.
4. Create a web portal for MCPs' access to perform searches, download and view files, review prior data submissions, communicate with the vendor about important issues, view announcements from the vendor, request access, technical support, and research compliance reports. Provide an ad-hoc report tool that will allow a user to enter specific search criteria.
5. Generate weekly reconciliation files for each MCP along with scorecard reports which indicate how well the MCP's network aligns with ODM requirements. Report MCP data by region and county. Create state-level reports that provide summaries across all MCPs.
6. Provide technical support and network educational training for MCP staff.

#### **Deliverable 5 - Customer Service Agent**

1. Provide customer-focused and responsive customer service to all of Ohio's Medicaid consumers and any Ohioan interested in the Medicaid program. Service provided must be accurate, friendly, person-focused, and culturally competent.
2. Provide information regarding Medicaid programs and guidelines and an explanation of the relationship between Medicaid and Medicare. Provide information and resources for individuals who are not insured. Perform provider and drug formulary look-up.

3. Provide Tier 1 level assistance for individuals utilizing the Ohio Benefits Self Service Portal to apply for Medicaid benefits. Assistance includes, but is not limited to, general navigation, account creation, and username and password retrieval. Create a ticket in the Customer Relationship Management System (Remedy) or other system to escalate more complicated consumer needs to Tier 2 level support and call these consumers upon completion of the ticket if no e-mail address is available.
4. Explain Medicaid benefits and covered services. Provide case specific assistance to individuals on Medicaid including case status, explanation of Notice of Action (NOA) letters, and explanation of required verification.
5. Provide assistance to individuals who are required to pay Medicaid premiums, Medicare premium payment research, and fee-for-service billing questions.
6. Respond to inquiries received from the Governor's office, legislators, or ODM Director. Responses may be made by phone, email, or letter depending on how the original inquiry was received and must be responded to within two (2) business days from the date of receipt by the vendor. Respond to inquiries received on the vendor's "Contact Us" page on their website within one (1) business day.
7. Prioritize non-voice interactions such as email, chat, fax, and written communication and integrate into CRM. Vendor must send an auto response to emails advising the sender that the email has been received and will be responded to by the next business day. Fax and written communication must be responded to within two (2) business days.
8. Create a knowledge management tool (KMT) as an online central repository of all resource material, such as easy-to-understand descriptions of the program, protocols, definitions, FAQs, job aid scripts, county resources, standard operating procedures, and other reference material to support customer service agents in the delivery of accurate and consistent information to consumers. ODM staff must have role-based access to the KMT.
9. Accommodate vision-, speech-, hearing-impaired and Limited-English Proficient (LEP) individuals. Printed information must be available in prevalent non-English languages. Information for the speech- and hearing-impaired must be provided through Ohio Relay Services or a comparable service. Translation for LEP individuals must be provided by vendor.
10. Comply with standards in accordance with the Health Insurance Portability and Accountability Act (HIPAA). Customer service agents must request caller's names, case number or social security number, or other identifying information that is cross-referenced in Ohio Benefits or MITS before divulging case specific information to ensure Protected Health Information (PHI) policies are not breached.
11. Report any threat, emergency, theft, or breach of PHI to ODM within one hour of the occurrence. The vendor will call the ODM Contract Manager or designee to verbally report the incident and submit a written report within 24 hours. The contractor will report incidents occurring during non-business hours by 8:00 a.m. the next business day.

## Deliverable 6 - Information Technology (IT) System

1. Establish a direct connection to ODM’s technology systems, including: Ohio Benefits, MITS, and other systems ODM deems necessary for operation of the Hotline. Execute the necessary form (e.g., ODM 07078) to comply with the state’s Ohio Data Network and other security restrictions.
2. Meet International Organization for Standardization (ISO) guidelines for information security and the appropriate safeguards to protect against theft, use or disclosure of PHI as required under HIPAA.
3. Exchange data with Ohio Benefits, MITS, State Automated Child Welfare Information System (SACWIS), ODRC, and MCPs by web service real time interfaces, batch interface files, and secure file transfer protocol (SFTP).
4. Maintain data and resources in a vendor-supported database or data warehouse. Data includes information on every Medicaid-eligible individual and all Medicaid providers including MCP provider networks. Vendor maintains ownership of the IT system. ODM maintains ownership of the data.
5. Perform data analytics to support the Medicaid program in general, e.g. Comprehensive Primary Care Plus (CPC+) and the MCPs specifically, e.g. AUF.

## Deliverable 7 - Performance and Quality

ODM will use the following criteria to evaluate the quality of service provided by the vendor when call volume is at or below the contract standard of 285,000 total calls per month. Failure to meet the service level agreements (SLA) will result in sanctions and fines detailed in Appendix A.

1. Call center service level agreements (SLA):

Metric	Description	Required Standard	Frequency
Queue time or average speed to answer	Time measured from the time the consumer enters an IVR queue to the time the agent is on the phone	80% ≤ 2 minutes 100% ≤ 5 minutes	Monthly
Abandonment Rate	Percentage of times a call was dropped by the consumer (e.g. due to hold time)	≤ 5%	Monthly
Blockage Rate	Percentage of calls offered that are not allowed into the system (e.g. busy signal).	<1%	Monthly
Average Talk Time	Time caller is actively involved with an agent, including hold time	6 minutes and 30 seconds	Monthly
First-Call Resolution Rate	The customer is not transferred and there is no follow-up work to complete the customer’s inquiry	80%	Monthly
Self-Service Rate	Percentage of self- service (IVR and website) customers able to complete their transaction or transaction request without live agent assistance.	80%	Monthly
Response Rate	Percentage of non-real time contacts (e.g. non-business hours voicemail and emails) responded to or attempted within 24 hours or the next business day.	100%  100% of constituent inquiries within 48 hours	Monthly
Time to Resolve	The total time between when a request from a customer is made until it is completed (e.g. Just Cause)	72 hours	Monthly

2. The CSR's quality assurance rate is a 95% quality monitor rating based on a random sample of at least 1% of contacts received in the previous month. Utilize a systematic quality assurance process to monitor calls, web interactions, or email for key customer service quality performance indicators. The evaluation should include:
  - a. Appropriate greeting;
  - b. Courtesy and professionalism;
  - c. Capturing key customer data;
  - d. Providing correct and relevant information;
  - e. Accurate data entry and call coding; and
  - f. Correct grammar and spelling in text, email, chat, and letters.
3. Measure customer satisfaction by surveying individuals immediately after the interaction occurs. This can be done via IVR-based post-call survey or however the individual chose to interact with the Hotline (email or online). Customer satisfaction rate is based upon 90% of the customer rating their experience as good or great, based on a random sample of at least 1% of the contacts received in the previous month.

### **Deliverable 8 - Reporting**

1. Produce a monthly summary level report of the previous month's activities due the 10<sup>th</sup> of each month. The monthly report will contain a statistical summary of calls, scorecard of SLA and actual performance, managed care enrollment activities, call volume, and enrollment trends and premium collection. The monthly report is public information and must not include trade secrets or PHI.
2. Produce premium collection reports that detail collection activities. The premium reports must include:
  - a. Reconciled deposits, non-postable deposits, and refunds due Tuesdays and Thursdays;
  - b. A monthly summary report of all premium collection activities due by the 10<sup>th</sup> of the month for the previous month; and
  - c. A monthly report of terminated premium cases with a past due balance expected to be certified to the Office of the Attorney General (OAG) for enhanced collection.
3. Provide a data export tool or portal which allows ODM users to access raw data for call center activities, managed care enrollment, complaints and grievances, and the MCPN. Users must have the ability to pull data from multiple MCPs and across managed care programs.

4. Provide call center data in customizable real-time dashboards, which can be viewed by ODM users in graphs or tables and provide ODM users the ability to extract data to create reports.

### **Deliverable 9 - Premium and Co-Payment Collection**

1. Perform real-time interfaces to receive premium data and updates from the Ohio Benefits eligibility system and to send payment information to the Ohio Benefits eligibility system.
2. Manage a state-owned lock box account. Paying all banking fees associated with the account including fees for checks returned for non-sufficient funds. A list of lockbox fees is included in Appendix B. The vendor is permitted to choose what services it wishes the bank to perform as long as the vendor is able to meet the needs of ODM.
3. Generate and mail invoices to individuals by the 20<sup>th</sup> of each month with a due date of the first of the following month. Continue generating and mailing invoices from the 20<sup>th</sup> through to the end of the month for individuals who are newly enrolled in the programs after the 20<sup>th</sup> with a due date of 10 days after the invoice mailing date. The invoice template is found in Appendix C.
4. Provide outreach to individuals with open past due balances, either using a predictive dialer or SMS text messaging.
5. Process electronic fund transfers and credit card payments through the bank as well as allow for online payment on the vendor's website.
6. Generate and mail letters to individuals to communicate non-payment or payment discrepancy, e.g., full payment not received.
7. Create and maintain a financial database adhering to Generally Accepted Accounting Procedures (GAAP) to document all individuals with a premium and to reconcile premium accounts. Vendor will be responsible for:
  - a. Documenting deposits and any unresolved/suspense items. The full premium amount must be received by the due date or it will be considered non-payment. Payments are applied to the most delinquent month;
  - b. Flagging cases that are in non-payment status, but have not been terminated in the eligibility file, and continue to invoice until the benefit is terminated;
  - c. Determining premium refunds;
  - d. Identifying return deposit items that are returned for non-sufficient funds, lack of endorsement, or account closed;
  - e. Assisting in the State's right of recovery for the cost of medical assistance (ORC § 5160.37), identifying accounts which have no Medicaid eligibility and have an outstanding balance and must be certified to the OAG for recovery; and

- f. Creating unique premium account numbers that are linked to the individual.
8. Adjust misapplied payments by pulling back misapplied payments and reapplying the item to the correct case.

### **Deliverable 10 - Grievance, Complaints, and Just Cause**

1. Collect grievances, complaints, and Just Cause requests from managed care members in the vendor's CRM. Users must have the capability to open a case, edit, send to ODM and send to the managed care plan. Send an email notification to the MCP any time complaint information is sent to the MCP or a complaint is resolved.
2. Develop an inbox for ODM to access the grievances, complaints, and Just Cause requests that must be resolved by ODM or managed care plan staff. The inbox will list sufficient detail for each entry to allow ODM to sort and prioritize. Entries must link from the inbox to a detail page of the record. The record detail must contain:
  - a. Member name and contact information;
  - b. Case number and billing number;
  - c. Managed care plan and enrollment date;
  - d. Incident date;
  - e. Type of issue;
  - f. Due date;
  - g. Resolution status; and
  - h. Text notes.
3. Resolve Just Cause requests regarding coordination of care or access to care that necessitate a change of MCP outside of the initial 90-day enrollment period or exemption from managed care enrollment. Forward Just Cause requests that necessitate a change to fee-for-service to ODM. Mail Just Cause decision letters to Medicaid consumers.
4. Create a web portal for providers to submit complaints regarding MCPs as part of the Managed Care Provider Web portal. Notify the managed care plan when a complaint against them is in the portal, and record the complaint into an inbox similar to the ODM inbox.

### **Deliverable 11 - Mail Fulfillment**

1. Mail within 24 hours of the request, publications, applications, enrollment by mail packets, and direct reimbursement packets. Mail daily enrollment reminder letters and monthly premium invoices by the 20<sup>th</sup> of each month.
2. Assume all mailing costs, including packaging, labeling, envelopes, printing, and postage. ODM will provide all ODM created materials to the vendor at no cost.

### **Deliverable 12 - Transition of Contract**

Work with ODM and new vendor at the termination of this contract to transition work processes and data to the new vendor.

### **Deliverable 13 - Discretionary Projects**

Vendor will, at the discretion of ODM, perform additional deliverables, projects, or services to support Ohio's Medicaid and managed care program. ODM reserves the right to assign the vendor additional deliverables within the scope of this RFP. ODM and the vendor will agree in writing regarding the specific statement of work and cost associated in advance of performing the work.

### **Deliverable 14 – Business Continuity Plan**

Develop a comprehensive business continuity plan. Clearly outline how services will continue in the event of a disaster or other unexpected break in services due to any unanticipated incident or event, including, without limitation, technological accidents or human-caused events that cause a material service or critical application to be unavailable without any reasonable prediction for resumption, or causes data loss, property damage or other business interruption without any reasonable prediction for recovery within a commercially reasonable time period.

The business continuity plan must address:

- a. Continuity of the services, specifically call center services, and supporting facilities;
- b. Recovery plans for critical technology and systems infrastructure; and
- c. Contingency plans to enable continued performance under the contract in the event of a disaster or other unexpected break in services.

The vendor will update and test the operability of any aspect of the business continuity plan at least annually, and will implement such plan upon the occurrence of a disaster.

## **SECTION IV. PROCUREMENT PROCESS INFORMATION**

### **4.1 Anticipated Procurement Timetable**

DATE	EVENT/ACTIVITY
September 26, 2016	ODM releases RFP on ODM and DAS Web Sites; Q&A period opens. - RFP becomes active; vendors may submit inquiries for RFP clarification.
October 24, 2016	Vendor Q&A period for vendor questions closes, 8 a.m. - <b>No further inquiries for RFP clarification will be accepted.</b>
4:00 P.M. November 21, 2016	<b>Deadline for vendors to submit proposals to ODM (4 p.m.).</b> - This is the beginning of the ODM process of proposal review. <b>LATE PROPOSALS WILL NOT BE CONSIDERED. NO EXCEPTIONS WILL BE MADE.</b>
December 19, 2016	ODM issues contract award notification letter (estimated). - <b>Vendors that submitted proposals in response to this RFP will be sent letters stating whether their proposal was selected for award of the contract.</b>
March 6, 2017	Controlling Board review of contract ( <i>estimated—if applicable</i> ). - <b>Contract with the selected vendor may require review and approval.</b>
July 01, 2017	Implementation (estimated—following notification of all contractual and funding approvals). - <b>ODM contracts are not valid and effective until the state Office of Budget Management approves the purchase order.</b>
July 01, 2019 through June 30, 2021	Possible contract renewal period.
July 01, 2021 through June 30, 2023	Possible contract renewal period.

ODM reserves the right to revise this schedule if needed and/or to comply with State of Ohio procurement procedures and regulations.

In accordance with Ohio Revised Code (ORC) § 126.07, ODM contracts are not valid and enforceable until the Office of Budget and Management (OBM) certifies the availability of appropriate funding, as indicated by the approval of the Purchase Order (PO). 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 PO approval date. ODM will notify the selected vendor when the requirements of ORC § 126.07 have been met and send them a copy of the PO.

Subject to Controlling Board approval, the contract period is expected to run from approximately **July 1, 2017 through June 30, 2019**, with the possibility for a renewal contract that would be in effect from **July 1, 2019 through June 30, 2021 and July 1, 2021 through June 30, 2023**, contingent upon satisfactory performance, continued availability of funding, and all required approvals. Renewal may be subject to approval by the Controlling Board.

## 4.2 Internet Question and Answer Period; RFP Clarification Opportunity

Potential vendors or other interested parties may submit clarifying questions regarding this RFP during the Q&A Period as outlined in this Section, Anticipated Procurement Timetable by using the following Internet process:

1. Access the ODM Web Page at <http://medicaid.ohio.gov>;
2. Go to the “Resources” tab and select “Legal and Contracts”;
3. Select “RFPs”, then under “Current Solicitation” select the appropriate posting;
4. Provides access to the posting on the DAS website;
5. Select the “Submit Inquiry” option button; and
6. Provide requested information and submit question.

Questions about this RFP must reference the relevant part of the RFP, the heading for the provision under question, and the page number where the provision can be found. The name of a representative of the potential vendor (or other interested party), the company name, phone number, and e-mail address must be provided to submit an inquiry. ODM may, at its option, disregard any questions which do not appropriately reference a RFP provision or location within the RFP, or which do not include identification of the originator of the question. Questions submitted after **8:00 a.m.** on the date the Q&A period closes will not be answered.

ODM’s responses to all questions asked via the Internet will be posted on the Internet website dedicated to this RFP for public reference by any interested party. ODM will not provide answers directly to the vendors (or any interested party) that submitted questions. ODM is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

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

Vendor proposals in response to this RFP are to take into account any information communicated by ODM in the Q&A process for the RFP. **It is the responsibility of all potential vendors to check this site on a regular basis for responses to questions, as well as for any amendments, alerts, or other pertinent information regarding this RFP.** Once submitted questions have been answered, questions and answers are clearly identified on the website dedicated to this RFP.

Requests for copies of any previous RFPs, Request for Letterhead Bids (RLBs), etc. or for past vendor proposals, score sheets or contracts for this or similar past projects are not clarification questions regarding the present RFP, but are Public Records Requests (PRRs), and should be submitted to: [mcdlegal@medicaid.ohio.gov](mailto:mcdlegal@medicaid.ohio.gov).

If vendors experience technical difficulties accessing the DAS website where the RFP and its related documents are published, they may contact the ODM Office of Contracts and Procurement (OCP), RFP/RLB Unit, at (614) 752-5284 for guidance.

### 4.3 Communication Prohibitions

From the date this RFP is issued until a contract is awarded, there may be no communications concerning the RFP between any vendor and any employee, contractor, or subcontractor of ODM, who is in any way involved in the development of the RFP or the selection of the contractor.

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section 4.2, Internet Question & Answer (Q&A) Period; RFP Clarification Opportunity;
2. As necessary in any pre-existing or on-going business relationship between ODM and any vendor that could submit a proposal in response to this RFP; and
3. As part of any vendor interview process or proposal clarification process initiated by ODM, which ODM deems necessary in order to make a final selection.

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

If interested vendors need to communicate regarding this RFP, they must contact ODM using one of the mechanisms above. Vendors are cautioned that communication attempts which do not comply with these instructions will not be answered, and that ODM will not consider any proposals submitted to any address other than the one provided in this RFP.

### 4.4 Amendments to RFPs

If it becomes necessary to revise any part of this RFP, ODM will post those revisions, amendments, etc., to the website dedicated to this RFP. All interested vendors must refer to that website regularly for amendments or other announcements. ODM will not specifically notify vendors of changes or announcements related to this RFP except through the website posting. It is the sole responsibility of vendors to be aware of and to fully respond to all updated information posted on the original website.

## SECTION V. PROPOSAL FORMAT AND STRUCTURE

### 5.1 Organizational Structure of the Proposal

The proposals will be submitted as follows:

**Technical Proposal** – The vendor must provide **Five (5)** paper copies (one signed original and four (4) copies) and one (1) electronic copy (CD-ROM or USB drive) of the Technical Proposal. The entire Technical Proposal must be converted into **one single .pdf document**. If the proposal's size necessitates more than a single .pdf document to contain the entire technical proposal, vendors must still send the electronic copy of the proposal, but use the fewest separate .pdf documents possible.

**Cost Proposal** – The vendor must provide **one (1)** signed original copy and **one (1)** electronic copy (CD-ROM or USB drive) of the Cost Proposal form. The vendor shall submit the Cost Proposal in a separate sealed envelope. The envelope should contain one (1) paper copy and one (1) electronic copy of the Cost Proposal and should include all cost proposal components, including any attachments.

Both electronic copies must be labeled with the vendor's name, the RFP number, and the proposal submission date, and type of proposal, i.e. Technical or Cost. The electronic copies may be used in the formal ODM proposal review process, and will be used by ODM for archiving purposes and for fulfillment of Public Records Requests. Failure to include or to properly label the electronic copies may, at ODM discretion, result in the rejection of the vendor from any consideration.

1. A completed **Proposal** submission will consist of the Technical Proposal, Attachment A documents, and Cost Proposal (B2), hereafter considered to be the "Proposal", which must be organized by submitting your responses to correspond with the score sheet and by breaking your proposal into separate sections and subsections to provide the following required information:
  - a. Scope of Work
  - b. Deliverables/Proposed Work Plan
  - c. Mandatory Vendor Requirements
  - d. Organizational Experience and Capabilities
  - e. Staff Experience and Capabilities
  - f. MBE Documentation;
  - g. Two completed Attachments (as described below):

**Attachments:**

2. The two (2) completed Attachments required to be returned by the vendor are:
  - a. Attachment A – The Required Vendor Information Form (including any subcontractor information), the Ethics Certification, and the Offshore Form; and
  - b. Attachment B2 – One signed original and one electronic version of the Cost Proposal form (Attachment B2) and any cost proposal submission documents, in a separate and sealed envelope labeled **"DO NOT OPEN. COST PROPOSAL ENCLOSED FOR "OHIO MEDICAID CONSUMER HOTLINE", RFP # ODMR-1617-1018 SUBMITTED BY [VENDOR'S NAME]."** Note: Attachment B1 consists of the Technical Proposal Score Sheet and is to be used by vendor for reference purposes only.

It is the vendor's responsibility to ensure that all copies and all formats of the proposal are identical. Any pages or documents omitted from any or all copies can negatively affect the vendor's score and possibly result in disqualification. In the event of any discrepancies or variations between copies, ODM is under no obligation to resolve the inconsistencies and may make its scoring and vendor selection decisions accordingly, including the decision to disqualify the vendor.

ODM reserves the right not to review submitted appendices which include information or materials not required in the RFP. **Failure by any vendor to complete, sign, and return the Required Vendor Information, Ethics Certification, Offshore Form, and Cost Proposal Form with their proposal may result in rejection of the proposal as being non-responsive and disqualified from further consideration.**

**NOTE:** Vendors are prohibited from including project cost information (any dollar amounts which might be deemed indicative of the relative cost of the project), trade secret, proprietary, personal, or confidential information in the technical proposals. Any vendor including such information may be disqualified from consideration.

## **5.2 Proposal Submission**

The vendor's complete proposal and all documentation must be received no later than **4:00 p.m.** on **November 21, 2016.** Faxes or e-mailed submissions will not be accepted. **Proposals must be addressed, for hand delivery or delivery by a private delivery company, as described below:**

**Office of Contracts and Procurement  
Ohio Department of Medicaid  
50 West Town Street  
Columbus, Ohio 43215  
ATTN: RFP/RLB Unit**

Vendors are **STRONGLY** encouraged to use a private delivery company (e.g., FedEx, UPS, etc.) to deliver their proposals, or to hand deliver them, to the above address, as these types of companies are capable of delivering directly to ODM's security desk in the building, where it will be received and date and time stamped. While using the United States Postal Service (USPS) is an option, it can add several days to the delivery process and could result in a vendor's proposal being late and removed from consideration. **All proposals must be received by OCP by the posted submission deadline, date and time. No exceptions will be made.**

The address for United States Postal Service (USPS) deliveries is:

**Ohio Department of Medicaid  
Office of Contracts and Procurement  
PO Box 182709  
Columbus, Ohio 43218-2709**

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

### **6.1 Scoring of Proposals**

Vendors submitting a response will be evaluated based on the capacity and experience demonstrated in their technical and cost proposal. All qualifying proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from ODM. Vendors should not assume that the review team members are familiar with any current or past work activities with ODM. PRT members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and contractor selection process.

Selection of the vendor will be based upon the criteria described in this RFP. The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The review team may waive minor defects that are not material when the intent is not unreasonably obscured. In scoring the proposals, ODM will score in three phases:

1. Phase I. Review—Initial Qualifying Criteria;
2. Phase II. Review—Technical Proposal; and
3. Phase III. Review—Cost Proposal.

**A. Phase I. Review— Initial Qualifying Criteria:**

Proposals must pass Phase I review as required in the Technical Proposal Score Sheet provided as Attachment B1 to be reviewed and scored. **Any “no” for the listed Phase I criteria will eliminate a proposal from further consideration. Please refer to the attached Technical Proposal score sheet for a complete listing of initial disqualifiers.**

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

The PRT will then score those qualifying technical proposals not eliminated in Phase I. Review, by assessing how well the vendor meets the requirements as specified in the RFP. Using the Technical Proposal score sheet for Phase II scoring, the PRT will read, review, discuss and reach consensus on the final technical score for each qualifying completed technical proposal.

Any proposal that does not meet the minimum required technical proposal score as defined in Attachment B1 will be disqualified from any further consideration and not be considered for award of the contract, and its Cost Proposal will neither be opened nor considered. **Please refer to the attached Technical Score Sheet for maximum and minimum allowable scoring thresholds and definitions of scoring values.**

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

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

The grand total of the vendor’s proposed cost will be divided by the vendor’s final technical proposal score to determine the cost-per-quality point. ODM may, at its sole discretion, negotiate with all technically qualified vendors for a revised cost proposal. Vendors may then: 1) submit one last and best offer; 2) request that ODM view its original cost proposal as its last and best offer; or 3) formally withdraw from further consideration. The vendor shall formally indicate its choice according to directions provided by ODM at that time. Upon receipt of all last and best offers, ODM will then use those vendors’ revised cost proposals to compute the vendors revised cost per quality point.

**IMPORTANT:** Travel costs should be included in the overhead, per diem, or the hourly rates which are built into the cost of the Deliverables. Travel is not to be listed separately unless otherwise specified in this document.

## **6.2 Review Process Exceptions**

ODM reserves the right to request clarifications from vendors regarding any information in their Technical and/or Cost Proposals or related forms as it deems necessary at any point in the proposal review process. Any such requests initiated by ODM, and vendors' verbal or written response, shall not be considered a violation of the communication prohibitions contained in Section 4.3 of this RFP.

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

## **6.3 Interview/Demonstration**

Vendors submitting proposals may be required to participate in an in-depth interview or demonstration as part of the evaluation process. ODM will determine which vendors, if any, will participate in the interview/demonstration process. Vendors shall bear all costs of any scheduled interview or demonstration.

If an interview or demonstration occurs, ODM will develop scoring criteria to be used for all participating vendors. These scores may be added to those vendors' proposal scores, or will replace certain criteria scores, at the discretion of ODM.

## **6.4 Final Vendor Recommendation**

The PRT will provide its recommendation to the Director of ODM (or the Director's designee) for review and award of the contract. If two or more of the proposals have the same final score after calculation of both the technical and cost proposal scores, the proposal with the higher technical score will prevail.

## **SECTION VII. PROTEST PROCEDURE**

### **7.1 Protests**

A vendor objecting to any matter relating to this RFP may file a protest using the following guidelines:

1. Protests may be filed by a prospective or actual bidder 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 RFP being protested;

- c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
  - d. A request for a ruling by ODM;
  - e. A statement as to the form of relief requested from ODM; 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 ODM if it is received by OCP as delineated below:
    - a. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals, shall be filed no later than 3:00 p.m. on the closing date for receipt of proposals, as specified in Section 4.1, Anticipated Procurement Timetable, of this RFP.
    - b. A protest based upon the award selection shall be filed no later than 3:00 p.m. on the *seventh (7th)* business day after issuance of the award and denial letters. The date on these letters will be used to determine the timeliness of the protest.
  3. An untimely protest may be considered by ODM if ODM determines that the protest raises issues significant to ODM's procurement system. An untimely protest is one received by OCP after the time periods set forth in item 2(b) of this Section.
  4. All protests must be filed at the following location:

**Deputy Legal Counsel, Office of Contracts and Procurement  
Ohio Department of Medicaid  
50 West Town Street  
Columbus, Ohio 43215**
  5. When a timely protest is filed, the selection or contract process may be suspended until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODM determines that a delay will severely disadvantage ODM. The vendor(s) who would have been awarded the contract shall be notified of the receipt of the protest.
  6. ODM shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

## **7.2 No Obligation to Award**

**ODM is under no obligation to issue a contract as a result of this or any solicitation if none of the proposals are responsive to the objectives and the needs of ODM. ODM reserves the right to not select any vendor as a result of this solicitation.**

## **SECTION VIII. CONDITIONS AND OTHER REQUIREMENTS**

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

### **8.1 Start Work Date**

The selected vendor must be able to begin work no later than seven (7) working days after the issuance of a purchase order, or as directed by OCP. The selected vendor will be notified by ODM when work may begin. **Any work begun by the vendor prior to notification by OCP will NOT be compensated.**

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

Vendors are **prohibited** from including any trade secret information, as defined in ORC § 1333.61, in their proposals. **Any proposals submitted in response to an ODM procurement effort which make claims of trade secret information may be disqualified from consideration immediately upon the discovery of such unallowable claim.** ODM shall consider all submissions to be free of trade secrets and shall treat them accordingly. These submissions shall become the property of ODM.

Proposals received are deemed to be public records pursuant to ORC § 149.43. As previously stated, the term “proposal” shall mean both the technical proposal (or application or other response documentation) and the cost proposal submitted by vendors/applicants and any attachments, addenda, appendices, or sample products. However, any cost proposals that are unopened at the conclusion of the procurement are not considered public record.

### **8.3 Contractual Requirements**

1. Any contract resulting from the issuance of this RFP is subject to the terms and conditions as provided in the model contract, which is included as Attachment C of this RFP. The vendor may propose changes to the model contract by annotating the model, and returning it with the vendor’s proposal submission. Any changes are subject to ODM review and approval. Extensive changes may result in the disqualification of the vendor;
2. The Contractor, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The contractor, and any subcontractor(s), agrees to be bound by the same standards of confidentiality that apply to the employees of ODM and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the contract, and may result in legal action;
3. By signing a contract with ODM, a vendor agrees that all necessary insurance is in effect;
4. The selected contractor shall be required to comply with prevailing wage standards, as established in ORC §§ 4115.03 to 4115.16; and

5. The selected contractor is required to maintain a complete affirmative action plan and affirm they are in compliance with ORC § 125.111 prior to being awarded a contract.

#### **8.4 Travel Reimbursement**

Travel costs should be included in the overhead, per diem, or the hourly rates which are built into the cost of the Deliverables. Travel is not to be listed separately unless otherwise specified in this document.

#### **8.5 Public Release of Evaluations and/or Reports**

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

#### **8.6 Ethical & Conflict of Interest Requirements**

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

#### **8.7 Confidentiality and Health Insurance Portability & Accessibility Act (HIPAA) Requirements**

The contractor must maintain the confidentiality of information and records in accordance with state and federal laws, rules, and regulations. As a condition of receiving a contract from ODM, the contractor, and any subcontractor(s), will be required to comply with 42 U.S.C. §§ 1320d through 1320d-9, and the implementing regulations found at 45 CFR § 164.502 (e) and § 164.504 (e) regarding disclosure of protected health information under HIPAA of 1996. Protected Health Information (PHI) is information received by the contractor from or on behalf of ODM that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR 164.501 and any amendments thereto.

#### **8.8 Unresolved Findings for Recovery (ORC 9.24)**

ORC § 9.24 prohibits ODM 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 ORC § 9.24 prior to the award of any contract arising out of this RFP, without notifying ODM of such finding. ODM will review the Auditor of State's website prior to completion of evaluations of proposals submitted pursuant to this RFP. ODM will not evaluate a proposal from any vendor whose name, or the name of any of the subcontractors proposed by the vendor, appears on the website of the Auditor of the State of Ohio as having an "unresolved" finding for recovery.

### **8.9 Suspensions and Debarments**

State agencies are prohibited from awarding a contract for goods or services to a person or company listed on any federal or state debarment list.

### **8.10 Mandatory Contract Performance Disclosure**

Each response must disclose whether the vendor or any proposed subcontractor(s) has received a formal claim for breach of contract. 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 ODM, such claims and a review of the background details may result in a rejection of the vendor's proposal. ODM will make this decision based on its determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the vendor's performance of the work, and the best interests of ODM.

### **8.11 Mandatory Disclosures of Governmental Investigations**

Each response must indicate whether the vendor or any proposed subcontractor(s) have been the subject of any adverse regulatory or administrative governmental action (federal, state, or local) with respect to vendor's performance. 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 ODM. The decision by ODM 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 ODM.

### **8.12 MBE Subcontracting Requirement**

**Background.** The State is committed to making more State contracts and opportunities available to minority business enterprises (MBE) certified by the Ohio Department of Administrative Services pursuant to § 123.151 of the ORC and Rule 123:2-15-01 of the Ohio Administrative Code (OAC). This RFP contains a sheltered solicitation requirement which requires the Bidder to seek and set aside a portion of the Work to be exclusively performed by Ohio certified MBE businesses. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE businesses, please visit the DAS Equal Opportunity Division web site at:

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

**Sheltered Solicitation.** In seeking solicitations from Ohio certified MBE subcontractors, the vendor must:

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

### **MBE Subcontractor Plan**

Pre-award identification of Ohio certified MBE subcontractor and Agency required minimum percentage: Vendor's proposal must include an Ohio certified MBE subcontractor plan (Plan). The Plan must (a) state the specific percentage of the cost of the Work that it will set aside for Ohio certified MBE subcontractors only which must equal, at a minimum, 15% of the cost of the contract per SFY; and (b) identification of proposed portions of the Work to be performed by Ohio certified MBE subcontractors.

### **Scoring**

Vendor's Plan will have a scoring component for this requirement based upon the percentage of Work being allocated to MBE(s). Scoring measurements and totals for this requirement can be found in Attachment B2, Item 76.

### **Tracking**

Vendor shall indicate on all invoices submitted to ODM the dollar amount attributed to the Work provided by the selected Ohio certified MBE subcontractors along with documentation of the Ohio certified MBE subcontractor's activities. Vendor shall report all Ohio certified MBE subcontractor payments under this Contract monthly to ODM. Compliance with Bidder's proposed cost set-aside percentage is a term of this contract and failure to attain the proposed percentage by the expiration of the contract may result in the vendor being found in breach of contract.

### **Fee at Risk**

Compliance with vendor's proposed cost MBE set-aside percentage is a term of this contract. Contractor agrees to place ten percent (10%) of its payment at risk for failure to attain the cost MBE set-aside percentage by the expiration of the contract.

### **MBE Search Tool**

Ohio certified MBEs can be located at the following link:

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

If you have any trouble locating MBE subcontractors, you may contact Diane Stitt for assistance at

[Diane.Stitt@medicaid.ohio.gov](mailto:Diane.Stitt@medicaid.ohio.gov).

**SECTION IX. ATTACHMENTS AND APPENDICES**

- A. Appendix A – Compliance Assessment System**
- B. Appendix B – Ohio Board of Deposit Pricing Catalog Contract Period**
- C. Appendix C – Premium Invoice**
- D. Attachment A - Required Vendor Information and Certifications (A1), Ethics Certification (A2), and Offshore Form (A3)**
- E. Attachment B – Technical Proposal Score Sheet (B1) and Cost Proposal Form (B2)**
- F. Attachment C - ODM Model Contract**

Thank you for your interest in this project.

## APPENDIX A

### COMPLIANCE ASSESSMENT SYSTEM

#### I. **General Provisions of the Compliance Assessment System**

- A. The Compliance Assessment System (CAS) establishes sanctions that may be assessed by the Ohio Department of Medicaid (ODM) against the Ohio Medicaid Consumer Hotline vendor if ODM finds that the vendor has violated this contract, or any other applicable law, rule, or regulation. It does not limit ODM from requiring corrective action plans (CAPs), program improvements, or imposing sanctions including the proposed termination, amendment, or non-renewal of this contract.
- B. The vendor is required to initiate corrective action for any program violation or deficiency as soon as the violation or deficiency is identified by the vendor or ODM. The vendor is required to report to ODM when it becomes aware of any violation that could impair an individual's ability to obtain correct information or affect the ability of the vendor to perform deliverables.
- C. ODM retains the right to determine and apply the most appropriate sanction based on the severity of the non-compliance, a pattern of repeated non-compliance, and number of individuals affected. In instances in which the violation and precipitating circumstances were beyond the control of the vendor and could not have reasonably been foreseen (e.g., a construction crew severs a phone line, a lightning strike disables a computer system, etc.). ODM may, in its discretion, utilize alternative methods (e.g., performance improvement plan, remediation plans, etc.) in lieu of the imposition of sanctions/remedial actions as defined in this appendix.
- D. ODM will issue all notices of non-compliance in writing to the vendor.

#### II. **Types of Sanctions/Remedial Actions**

ODM may impose sanctions/remedial actions, including, but not limited to. The items listed below.

##### A. Corrective Action Plans (CAPS)

A CAP is a structured activity, process or quality improvement initiative implemented by the vendor to improve identified operational and clinical quality deficiencies.

The vendor may be required to develop CAPs for any instance of non-compliance with applicable rules, regulations, or contractual requirements: CAPs are not limited to actions take in this appendix. All CAPs requiring ongoing activity on the part of the vendor to ensure compliance with a program requirement or deliverable will remain in effect until the plan has provided sufficient evidence that it has fulfilled the requirements of the CAP to the satisfaction of ODM. All CAPs requiring implementation of quality improvement initiatives will remain in effect for at least twelve (12) months from the date of implementation.

**B. Financial Sanctions**

In cases where ODM determines that the vendor has violated a deliverable (e.g. failing meet a service level agreement), ODM may assess points unless to the satisfaction of ODM: (1) the vendor is able to document the precipitation circumstances were completely beyond its control and could not have been foreseen or (2) the vendor took immediate and appropriate action to correct the problem and to ensure that it will not reoccur. ODM will review repeated incidents and determine whether the vendor has a systemic problem. If ODM determines that a systemic problem exists, further sanctions or remedial actions may be assessed against the vendor.

ODM may in its discretion assess points for any instance of non-compliance with applicable rules, regulations, or contractual requirements. Examples of point violations include, but are not limited to the following:

<b>Violation</b>	<b>Points</b>
Failure to retain documentation.	5
Failure of CRM during business hours.	5
Failure to provide translation services (oral or written), when requested.	5
Failure to provide online enrollment services.	5
Failure to utilize assignment algorithm.	5
Failure to provide support for enrollment of special populations (e.g. Pre-release program).	5

Failure to provide customer service in a friendly, person-focused, or culturally competent manner.	5
Failure to provide accurate or appropriate information to individuals.	5
Failure to provider appropriate Tier 1 level technical assistance for individuals using the Self-Service portal.	5
Failure to respond to legislative inquiries timely.	5
Failure to respond to voice mail, email, web chat, or written communication timely.	5
Failure to meet call center SLAs other than queue time and abandonment.	5
Failure to reconcile state-lock box timely.	5
Failure to generate premium invoices timely.	5
Failure to provide mail fulfillment timely.	5
Complaints escalated to ODM.	5
Misrepresentation or falsification of information to ODM or Medicaid members.	5
Failure to update website or provider directory.	5
Failure to be open during business hours.	10
Failure of telephone system during business hours.	10
Failure to provide choice counseling or enrollment activities in accordance to 42 CFR 438.	10
Failure of IT system during business hours.	10

Queue time or average speed to answer > 2 minutes.	10
Abandonment rate > 5%	10
Quality assurance rate < 95%	10
Customer satisfaction rate < 90%	10
Failure to actively participate in quality improvement or performance improvement projects facilitated by ODM.	10
Imposition of premiums or charges on individuals that are in excess of the premiums or charges determined by ODM or the county department of job and family services	10

HIPAA violations will be handled according to HIPAA guidelines, rules, and regulations.

ODM will base progressive sanctions on the number of points accumulated at the time of the most recent incident. A CAP or other sanction may be imposed in addition to the fines listed below. The vendor must deduct the fine from the following month's invoice.

0 – 15 Points	CAP + No fine
16 – 25 Points	CAP + \$5,000 fine
26 – 50 Points	CAP + \$10,000 fine
51 – 70 Points	CAP + \$20,000 fine
71 – 100 Points	CAP + \$30,000 fine
100+ Points	Proposed contract termination

C. Late Submissions

ODM must receive all submissions, data, and documentation from the vendor within the specified deadline. If the vendor fails to provide ODM with any required submission, data, or documentation, ODM may assess a non-refundable fine of \$100 per day, unless the vendor requests and is granted an extension.

Appendix B



Fee Proposal

Ohio Board of Deposit

Service Account Details  
Contract Period: 2016-2018

AFP Codes	Services	Element ID	Unit Price	Unit Description
AFP00 BALANCE AND COMPENSATION INFO				
01 00 00	MAINTENANCE	DDAMAINT	\$8.00	Per Account
01 03 00	DDA PAPER STATEMENT	DDAPAPER	\$6.00	Per Statement
01 02 02	KTT ZBA REPORT	DDAOLZBA	\$0.00	Per Month
01 03 07	KTT CORP BANKING STATEMENT	DDAOLDDA	\$0.00	Per Statement
01 04 07	KTT ANALYSIS STATEMENT	DDAOLRPM	\$0.00	Per Statement
01 04 06	ELECTRONIC ANALYSIS STATEMENT	DDAANELC	\$0.00	Per Statement
01 04 47	KTT RPM 822 STATEMENT	DDAOL822	\$0.00	Per Statement
01 04 11	ANALYSIS CHARGE – PAPER SUMMARY	DDAANSUM	\$3.00	Per Statement
01 04 11	ANALYSIS CHARGE – Paper Detail	DDAANACG	\$3.00	Per Statement
01 04 11	ADDITIONAL ANALYSIS STATEMENT	DDASTRPM	\$3.50	Per Statement
01 00 20	ZBA CONCENTRATION ACCOUNT	DDAZBALD	\$10.00	Per Account
01 00 21	ZBA SUBSIDIARY ACCOUNTS	DDAZBASB	\$4.00	Per Account
01 03 20	STATEMENT DUPLICATE COPY	DDASTSPS	\$10.00	Per Statement
01 03 20	DDA STMT SPECIAL CUT	DDASTSPC	\$5.00	Per Account
00 02 30	DEPOSIT ASSESSMENT	DDAFDICB	N/A	Per Account
10 08 40	COUNTER DEPOS TKT SVC CHG	DDASVQTK	\$0.00	Per Item
00 99 99	INTEREST ON CHECKING	DDAINTST	\$0.00	Per Account
00 99 99	DEFERRED BILLING FEE	DDADBILL	\$10.00	Per Account
00 02 11	UNCOLLECTED FUND DIRECT CHARGE	DDAODNCL	\$0.00	Per Account
00 03 21	CREDIT ADJUSTMENT	DDACRADJ	\$0.00	Per Account
01 99 99	RETURNED STATEMENT FEE	DDARTNST	\$0.00	Per Statement

AFP05 LOCKBOX SERVICES				
05 00 00	LOCKBOX BASE FEE	DDALBASE	\$100.00	Per Month
05 00 00	LOCKBOX CASH RECEIVED	DDALBFEE	\$0.00	Per Item
05 01 00	LOCKBOX ITEMS	DDALBITM	\$0.37	Per Item



05 00 02	PO BOX RENTAL FEE	DDAPOBX2		Pass Through Charge
05 02 20	LOCKBOX OCR BASE	DDALBMOB	\$ 175.00	Per Month
05 01 1A	LOCKBOX ITEM PHOTOCOPY	DDALBPHT	\$0.05	Per Item
05 01 01	LOCKBOX SCANNABLE ITEMS	DDALBOCR	\$0.20	Per Item
05 01 0R	LBX IMAGE TRANSMISSION FEE	DDALITRN	\$5.00	Per Item/Day
05 01 1L	INCOMING EXPRESS PACKAGE	DDALBEXP	\$5.00	Per Package
05 01 1R	LBX IMAGE REMIT SCAN	DDALISCN	\$0.03	Per Item
05 01 1R	LBX IMAGE CHECK SCAN	DDALICLK	\$0.03	Per Item
05 01 1R	LBX IMAGE DOCUMENT SCAN	DDALIDOC	\$0.03	Per Item
05 01 1R	LBX IMAGE TRANSMISSION FEE	DDALITRN	\$5.00	Per File
05 01 1R	IMAGED DOC RETURN VIA MAIL	DDALBIRN	\$.03	Per Item
05 01 1F	LOCKBOX ENVELOPE RETURN	DDALBENV	\$0.05	Per Item
05 01 1M	LOCKBOX UNPROCESSABLE ITEMS	DDALBCOR	\$.20	Per Item
05 03 00	LBX DEPOSITED ITEM CLEARING	DDALBCCI	\$0.06	Per Item
05 03 3Z	LOCKBOX HARD COPY REPORT	DDALBMRP	\$85.00	Per Month
05 04 00	KTT LBX IMAGE BASE FEE	DDAOLLIB	\$5.00	Per Month
05 04 01	LOCKBOX DATA TRANSMISSION	DDALBXMT	\$5.00	Per File
05 04 01	FILE MGMT - LBX TRANSLATION	DDAFMLBX	\$2.50	Per File
05 04 04	KTT RECEIVABLES BASE FEE	DDAOLLBX	\$5.00	Per Month
05 04 05	LBX IMAGE CDROM CREATION FEE	DDALIROM	\$10.00	Per CD
05 04 10	LOCKBOX MONTHLY USPS DELIVERY	DDALBMUS	\$25.00	Per Month
05 04 13	LOCKBOX MISC DELIVERY	DDALBDEL		Per Month/ Pass Through
05 01 13	LOCKBOX SORT	DDALBSRT	\$0.03	Per Item
05 01 15	RE-ASSOCIATION WITHOUT STAPLE	DDALBASS	\$0.05	Per Item
05 01 17	LOCKBOX STAPLE	DDALBSPL	\$0.05	Per Staple
05 01 26	LOCKBOX REMITT PER KEYSTROKE	DDAKYCG7	\$0.013	Per Keystroke
05 01 31	LOCKBOX ADDTL PAYEE	DDALBXPY	\$0.00	Per Payee
05 01 38	LOCKBOX SET-UP	DDALBSET	\$100.00	Per Set Up
05 99 99	LOCKBOX PRIORITY MAIL DELIVERY	DDALBFDX	\$0.00	Per Month

AFP10 DEPOSITORY SERVICES				
10 00 00	NIGHT BAG DEPOSITED CASH	DDANBCDP	\$0.0005	Per \$100
10 01 41	COIN & CURRENCY AUTO	DDAVLCNA	\$0.00	Per Order
10 00 05	STD NIGHT BAG FEE	DDANTBAG	\$0.00	Per Unit
10 01 40	COIN & CURRENCY MANUAL	DDAVLCNM	\$5.00	Per Order
10 01 43	COIN & CURRENCY RUSH	DDAVLCNR	\$ 10.00	Per Order
10 01 04	VLT DEP-ENVELOPE BALANCING	DDAVLENB	\$1.00	Per Envelope
10 05 01	VAULT DEPOSIT ADJUSTMENT (BRK)	DDAVLTDA	\$1.00	Per Adjustment

10 01 00	VAULT DEPOSITED CASH	DDAVLTDP	\$ .0005	Per 100
10 01 13	VAULT FED READY FULL	DDAVLTFB	\$1.00	Per Bag Deposit
10 01 01	PARTIAL COIN BAG	DDAVLTIB	\$3.00	Per Deposit
10 01 46	VAULT BOX OUT	DDAVLTOB	\$2.50	Per Box



10 01 44	VAULT ROLL OUT	DDAVLTOR	\$.05	Per Roll
10 01 4A	VAULT STRAP OUT	DDAVLTOT	\$.20	Per Strap
10 01 00	VAULT PROCESSING	DDAVVAULT	\$1.00	Per Deposit
10 02 00	DEPOSITS BRANCHNIGHT DROP TKT	DDADPBRN	\$0.08	Per Deposit
10 02 00	DEPOSITS KEY CAPTURE TICKET	DDADPKCP	\$0.08	Per Deposit
10 02 00	DEPOSITS KEY CAPTURE PLUS TICKET	DDADPKPL	\$0.08	Per Deposit
10 02 00	DEPOSITS LOCKBOX	DDADPLBX	\$0.08	Per Deposit
10 02 00	MISC. DEPOSIT TICKETS	DDADPOTH	\$0.55	Per Deposit
10 02 00	DEPOSITS VAULT TICKET	DDADPVLТ	\$0.08	Per Deposit
10 02 1B	ELECTRONIC ITEM CLEARING FEE	DDAITEAG	\$.07	Per Item
10 02 1B	ICL CLEAR AGENT	DDAKCPCA	\$0.07	Per Item
10 00 4A	BRANCH STRAP OUT	DDAVBCSI	\$0.50	Per Strap
10 02 2Z	BRANCH PER ITEM CHARGE	DDAITUOH	\$0.10	Per Item
10 04 00	CHECK CHARGE BACKS	DDAVTRRT	\$1.00	Per Return Item
10 04 01	INCOMING RTN MULTI ADVICE	DDAVTIMA	\$0.00	Per Mailed Advice
10 04 16	RETURN ITM ADVICE W/IMG E-MAIL	DDAVTIEM	\$0.00	Per Item
10 04 30	RETURN ITEM MISC DETAIL	DDAVTDET	\$0.00	Per Item
10 04 40	RETURN ITEM REQUALIFY	DDAVTREO	\$0.00	Per Item
10 06 00	DEPOSIT RECON MAINTENANCE	DDARBAS3	\$10.00	Per Account
10 04 02	REDEPOSITED RETURNED	DDAREDEP	\$1.50	Per Item
10 02 10	ICL ON-US	DDAKCPOU	\$0.03	Per Item
10 03 10	CANADIAN DEPOSITED ITEM	DDAAITCAD	\$2.50	Per Item
10 00 15	BRANCH DEPOSITED CASH	DDAOTCSH	\$0.0005	Per \$100
10 06 10	DEPOSIT RECON PER DEPOSIT	DDAARCRT	\$0.10	Per Item
10 04 14	KTT RETURNED ITEM DETAIL	DDAOLRID	\$0.00	Per item
10 04 11	RETURN ITEM TRANSMISSION	DDAVTTRM	\$2.00	Per Month
10 04 14	RETURN ITEM TRANS IMAGE	DDAVTRTM	\$0.10	Per Item
10 04 15	RETURN ITEM IMAGE	DDAVTIIM	\$0.50	Per Item
10 02 18	ICL DIRECT SEND	DDAKCPDS	\$0.03	Per Item
10 04 16	KTT RETURN ITEM REPORT	DDAPLRIR	\$5.00	Per Month
10 05 01	VAULT DEPOSIT ADJUSTMENT	DDAVLTDA	\$1.00	Per Item
10 08 40	COUNTER DEPOS TKT SVC CHG	DDASVQTK	\$0.00	Per Item
10 10 10	VAULT DEPOSIT ADJUSTMENT (BRK)	DDAVLFDA	\$1.00	Per Adjustment
10 10 10	VAULT BOX OUT (BRK)	DDAVLTOB	\$2.50	Per Box
10 10 10	VAULT DEPOSIT (BRK)		\$1.00	Per Deposit
10 10 10	VAULT DEPOSITED CASH (BRK)	DDAVLFDP	\$0.005	Per \$100
10 10 10	DFP-ENVELOPE BALANCING (BRK)	DDAVLFEN	\$1.00	Per Envelope
10 10 10	VAULT FED READY FULL (BRK)	DDAVLFFD	\$1.00	Per Bag Deposit

10 10 10	PARTIAL COIN BAG (BRK)	DDAVLFIC	\$3.00	Per Deposit/Non Fed Ready
10 10 10	COIN & CURRENCY AUTO (BRK)	DDAVLFOA	\$0.00	Per Order
10 10 10	COIN & CURRENCY MANUAL (BRK)	DDAVLFOM	\$5.00	Per Order
10 10 10	COIN & CURRENCY RUSH (BRK)	DDAVLFOR	\$10.00	Per Order



10 10 10	VAULT ROLL OUT (BRK)	DDAVLFRO	\$0.05	Per Roll
10 10 10	VAULT STRAP OUT (BRK)	DDAVLFSO	\$0.20	Per Strap
10 10 30	MISCELLANEOUS DEPOSIT TICKETS	DDADPOTH	\$0.55	Per Item
10 02 24	VAULT PER ITEM CHARGE	DDAIT3CL	\$0.10	Per Item
10 04 30	MAKER NAME ON ADVICE	DDAVTIKN	\$2.50	Per Item
10 00 40	BRANCH CHANGE ORDER	DDAVBCCO	\$0.00	Per Order
10 00 44	BRANCH ROLL OUT	DDAVBCRO	\$0.15	Per Roll
10 99 99	DEPOSIT ERROR SVC CHG	DDASVQER	\$0.50	Per Error
10 99 99	ICL MONTHLY FEE	DDAKCPMN	\$100.00	Per Month
10 99 99	RDC MONTHLY FEE	DDAKCMTH	\$28.00	Per Month
10 99 99	RDC SCANNED ITEM	DDAKCSCN	\$0.01	Per Item
10 99 99	RDC SET UP FEE	DDAKCSET	\$25.00	Per Set Up
10 99 99	ICL SET UP FEE	DDAKCPST	\$1,500.00	Per Set Up

**AFP15 PAPER DISBURSEMENT SERVICES**

15 00 00	CDA ADMIN FEE	DDACDADM	\$50.00	Per Month
15 01 00	CHECKS/DEBITS PAID	DDACHECK	\$0.045	Per Item
15 03 00	CHECK QUALITY SVC CHG	DDASVQCK	\$0.50	Per Item
15 01 10	CDA CHECKS	DDACDCK2	\$0.03	Per Item
15 03 10	ARP PAID NO ISSUE (PER ITEM)	DDARPPNI	\$0.00	Per Item
15 04 10	POSITIVE PAY STOP PAYMENT	DDAOLSTP	\$2.50	Per Item
15 04 20	STOP PAYMENTS	DDASTPAY	\$8.00	Per Item
15 08 10	CHECK BOOK CHARGES	DDAACKBK		Pass Through Charge
15 00 20	KTT HOP REPORT	DDAOLHOP	\$0.00	Per Month
15 03 22	POSPAY/PYMT PROTECTION RETURN	DDAOI RTN	\$0.00	Per Item
15 00 30	POSITIVE PAY ONLY MAINTENANCE	DDAOSPA	\$5.00	Per Month
15 01 20	POSITIVE PAY PER ITEM	DDAOSPA1	\$0.02	Per Item
15 03 10	MANUALLY KEYED ITEMS	DDARPPNI	\$0.00	Per Item
20 02 01	POSITIVE PAY ONLY TRANSMISSION	DDAPPTRN	\$5.00	Per File
15 13 42	PHOTOCOPY PER ITEM	DDAPHOTO	\$3.00	Per Item
15 13 50	DEPOSIT IMAGE LONG TERM FEE	DDAOLILM	\$20.00	Per Month
15 13 50	KTT SHORT TERM IMAGE BASE FEE	DDAOLIMG	\$0.00	Per Month
15 13 50	IMAGE LONG-TERM BASE FEE	DDAOLLTM	\$0.00	Per Month
15 13 51	ARP CD - PER ITEM	DDACDIWT	\$0.02	Per Item
15 13 53	ARP CD CREATION- PER CD	DDACDROM	\$0.00	Per Account
10 99 99	LONG-TERM IMAGE ACCESS	DDAOLLTA	\$0.50	Per Account
15 13 50	IMAGE SHORT-TERM BASE FEE	DDARTRMN	\$0.00	Per Month
15 13 51	DEPOSIT IMAGE LONG TERM ITEM	DDAOLLTI	\$0.00	Per Item

15 13 51	IMAGE LONG-TERM CAPTURE FEE	DDAOLLTI	\$0.000	Per Item
15 13 51	IMAGE SHORT-TERM CAPTURE FEE	DDARTRCP	\$0.00	Per Item
15 13 50	IMAGE SHORT-TERM VIEWING FEE	DDAOLIMG	\$0.00	Per Item
15 13 52	IMAGE LONG-TERM VIEWING FEE	DDAOLILT	\$0.00	Per Item



15 13 60	IMAGE STATEMENT DELIVERY	DDACKENC	\$10.00	Per Statement
15 18 10	CHECK OUTSOURCING PER CHECK	DDAOSITM	\$0.12	Per Item
15 18 10	CHECK OUTSOURCING MIN< 375 ITEMS	DDARCOMN	\$120.00	Per Month
15 18 30	CHECK OUTSOURCING ADD'L REMIT PAGE	DDAROXIT	\$.05	Per Page
99 99 99	CHECK OUTSOURCING CHECK PULL	DDAOSPRN	\$10.00	Per Item
15 18 50	CHECK OUTSOURCING POSTAGE	DDAPYOPF	\$	Pass Through
15 18 60	CHECK OUTSOURCING OVERNIGHT POST	DDAOSEXP	\$10.00	
15 99 99	CUSTOM PROGRAMMING - CDA	DDACDACP	\$0.00	Per Account

**AFP20 PAPER DISBURSEMENT RECONCILIATION**

15 18 60	CHECK OUTSOURCING OVERNIGHT HANDL	DDAOSOVN	\$2.00	
15 18 80	CHECK OUTSOURCINS IMPLEMENTATION	DDAOSETC	\$750.00	Per Set Up
20 02 01	ARP WEEKLY TRANSMISSION INPUT/MONTH	DDAPPTRI	\$20.00	Per Positive Pay Account
20 02 01	FILE MGMT - ARP TRANSLATION	DDAFMARP	\$2.50	Per File
20 00 10	RECONCILIATION MAINTNENANCE	DDARBAS1	\$10.00	Per Account
20 01 10	RECONCILIATION PER ITEM	DDAARFL1	\$0.02	Per Item
20 01 10	FULL RECON WITH POS PAY ITEM	DDAARFL1	\$10.00	Per Account
20 03 24	ARP RECON PAPER REPORT	DDASPMA	\$10.00	Per Report
20 01 10	FULL RECON WITH PAYEE PP ITEM	DDAARPY1	\$.02	Per Item
20 02 01	ARP DAILY TRANSMISSION/MONTH	DDAPPXMT	\$5.00	Per File

**AFP25 GENERAL ACH SERVICES**

25 00 00	ACH REVERSAL OR DELETION	DDACHMNT	\$10.00	Per Reversal Or Deletion
25 00 00	ACH MONTHLY FEE	DDACHMTH	\$10.00	Per Account
25 00 00	KTT ACH BATCH REVERSAL FEE	DDAOLCHR	\$10.00	Per Reversal Or Deletion
25 01 00	IAT ORIGINATED DEBIT	DDACHDR3	\$1.50	Per item
25 01 01	IAT ORIGINATED CREDIT	DDACHCR3	\$1.50	Per Item
25 01 00	ORIGINATED ACH DEBIT VIA KTT	DDACHDR6	\$0.025	Per Item
25 01 00	ORIGINATED ACH CREDIT VIA KTT	DDACHCR5	\$0.025	Per Item
25 01 00	ORIGINATED ACH DEBIT VIA KTT	DDACHDR5	\$0.025	Per Item
25 01 00	ORIG ACH DR VIA DIRECT SEND	DDACHDR1	\$0.025	Per Item
25 01 00	ORIG ACH CR VIA DIRECT SEND	DDACHCR1	\$0.025	Per Item
25 01 00	ORIG ACH DR VIA KTT TRANSFER	DDACHDR6	\$0.025	Per Item
25 01 01	ORIGINATED ACH CREDIT VIA KTT	DDACHCR5	\$0.025	Per Item
25 01 01	ORIG ACH CR VIA KTT TRANSFER	DDACHCR6	\$0.025	Per Item
25 02 00	INCOMING ACH DEBIT ITEM	DDACHDR2	\$0.025	Per Item
25 02 00	INCOMING IAT DEBIT ITEM	DDACHDR4	\$0.025	Per Item
25 02 01	INCOMING ACH CREDIT ITEM	DDACHCR2	\$0.025	Per Item

25 02 01	INCOMING IAT CREDIT ITEM	DDACHCR4	\$0.025	Per Item
25 04 00	CAR REPORT FOR KTT ACH	DDAOLCRA	\$0.00	Per Month
25 03 02	ACH RETURN ITEMS	DDAACRT1	\$0.50	Per Item
25 04 01	CAR NOC RTN RPT VIA E-MAIL	DDACHRPT	\$4.00	Per Report



26 04 00	ACH REPORTS	DDAOLACH	\$0.00	Per Report
25 05 01	ACH DATA TRANSMISSION	DDATRMS2	\$5.00	Per File
25 05 01	FILE MGMT - ACH TRANSLATION	DDAFMACH	\$2.50	Per File
25 07 01	CAR REPORT VIA KTT IR	DDAOLCAR	\$0.00	Per Month
25 10 00	ACH SETUP	DDACHSET	\$0.00	Per Set Up
25 01 10	ACH ITEM MIN PER FILE (<250)	DDACHMIN	\$1.00	Per File
25 11 00	KTT ACH MONTHLY BASE FEE	DDAOLCHA	\$15.00	Per Month
25 11 00	ACH DIRECT MONTHLY MAINT	DDAOLDIR	\$15.00	Per Month
25 01 20	ACH ADDENDA ORIGINATED	DDACHADD	\$0.025	Per Item
25 02 20	ACH RECEIVED ADDENDA	DDACHRAD	\$0.025	Per Item
25 01 40	ORIGINATED LATE FILE SURCHARGE	DDACHLFS	\$.75	Per File
25 10 50	EPA IMPLEMENTATION FEE	DDAEPAMN	\$10.00	Per Account
25 10 51	EPA AUTHORIZE FEE	DDAEPAAU	\$2.50	Per Authorization
25 10 52	EPA ADMIN FEE/MONTH	DDAEPAAD	\$3.00	Per Account
25 01 00	ACCOUNT PROTECTION WITH UPIC	DDACRSPR	\$10.00	Per Account
25 10 53	EPA ADMIN FEE W/ACH DIRECT	DDAOLEPM	\$10.00	Per Account
25 10 70	ACH NOC	DDACHNOC	\$0.50	Per Item
25 99 99	ACH LETTER OF INDEMNITY	DDACHLOI	\$30.00	Per Indemnity

30 00 00	MONTHLY EDI ORIGATION FEE	DDAEDIOR	\$5.00	Per Account
30 00 10	EDI DIRECT RECEIPT ADMIN FEE	DDAEDIRE	\$0.00	Per Account
30 02 25	KTT EDI REMITTANCE REPORT	DDAOLEDI	\$0.00	Per Month
99 99 99	EDI PER FILE ORIG/RECD FEE	DDAEDITM	\$5.00	Per File
30 02 10	EDI TRANSLATION FEE/1000 CHARACTER	DDAEDITR	\$0.025	Per Item
30 99 99	ORIG/EDI SET UP FEE		\$5.00	Per Set Up

**AFP35 WIRE AND OTHER FUNDS TRANSFER**

35 01 00	KTT DOMESTIC REPEAT	DDAOLDWR	\$5.00	Per Wire
35 01 01	FILE MGMT - WIRE TRANSLATION	DDAFMWIR	\$2.50	Per File
35 01 04	BATCH WIRE DOMESTIC	DDABWIRD	\$8.00	Per Wire
35 01 20	BATCH WIRE INTERNAL REPEAT	DDAWIR33	\$2.00	Per Wire
35 01 24	BATCH WIRE INTERNAL NONREPEAT	DDAWIR32	\$2.00	Per Wire
35 02 00	WIRE OUTGOING REPEAT		\$10.00	Phone In Wires
35 03 00	INCOMING DOMESTIC WIRE MANUAL	DDAFINMA	\$8.00	Per Wire
35 03 00	INCOMING DOMESTIC WIRE STP	DDAWIRE1	\$8.00	Per Wire
35 01 03	KTT DOMESTIC NONREPEAT	DDAOLDWN	\$5.00	Per Wire
35 02 02	DOMESTIC NONREPEAT MANUAL	DDAWIRE2	\$10.00	Phone in Wires
35 02 2Z	INTERNAL TRANSFER-DEBIT		\$6.00	Phone In Wires

35 06 00	KTT WIRE MAINTENANCE	DDAOLWIR	\$25.00	Per Month
35 01 12	KTT INTERNATIONAL NONREPEAT	DDAOLILN	\$10.00	Per Wire
35 01 10	KTT INTERNATIONAL REPEAT	DDAOLILR	\$10.00	Per Wire
35 01 23	KTT BOOK TRANSFER ENTRY	DDAOLBKX	\$0.00	Per Transfer
35 02 22	KTT INTERNATIONAL NONREPEAT MANUAL	DDAWIR30	\$6.00	Phone In Wires
35 40 0Z	<del>KTT INCOMING/OUTGOING WIRE RPT</del>	<del>DDAOLLOW</del>	<del>\$0.00</del>	<del>Per Month</del>
35 04 11	WIRE MAIL ADVICE FOR INCOMING	DDAWIR19	\$5.00	Per Advice Mailed
35 05 50	KTT INTERNAL NONREPEAT	DDAOLITN	\$3.50	Per Wire
35 05 50	KTT INTERNAL REPEAT	DDAOLITR	\$3.50	Per Wire
35 05 60	INVESTIGATION FEE	DDAINVES	\$25.00	Per Investigation
35 07 00	SWIFT REPORTING-FIN MT940	DDASW940	\$1.50	Per Item
35 07 00	SWIFT REPORTING-FIN MT942	DDASW942	\$1.50	Per Item
35 07 00	SWIFT REPORTING-FIN MT950	DDASW950	\$1.50	Per Item
35 07 00	BATCH WIRE INTERNATIONAL	DDABWINT	\$8.00	Per Wire
35 07 00	INTERNATIONAL REPEAT MANUAL	DDAWIR21	\$10.00	Per Wire
35 07 00	INTERNAT'L NONREPEAT MANUAL	DDAWIRE8	\$10.00	Per Wire
35 99 99	WIRE BATCH IMPLEMENTATION	DDADWSET	\$100.00	Per Set Up

AFP40 INFORMATION SERVICES				
40 00 52	KTT PREVIOUS DAY REPORT	DDAOLPDA	\$0.00	Per Account
40 00 12	FILE MGMT – BAI PD TRANSLATION	DDAFMBPD	\$2.50	Per File
40 00 15	FILE MGMT – BAI ID TRANSLATION	DDAFMBID	\$2.50	Per File
40 01 10	BAI FILE TRANSFER PER ACCT	DDAOLXAC	\$5.00	Per Account
40 00 55	KTT INTRADAY REPORT	DDAOLIDA	\$0.00	Per Account
40 00 1Z	KTT FILE TRANSFER BASE FEE	DDAOLFTP	\$0.00	Per File
40 01 10	BAI PER FILE TRANSFER FEE	DDAOLXBA	\$2.50	Per File
40 01 10	SWIFT FOR CORPS-FILEACT	DDASWCOR	\$2.50	Per File
40 01 21	OUTBOUND DATA EXCHANGE	DDAATOBL	\$5.00	Per Month
40 01 21	DATA EXCHANGE PER ITEM	DDADXITM	\$0.014	Per Item
40 02 10	KTT ACCOUNT MANAGEMENT BASE FEE	DDAOLMGMT	\$20.00	Per Month
40 02 71	KTT PREVIOUS DAY DETAIL ITEMS	DDAOLITM	\$0.016	Per Item
40 01 10	BAI FILE XFER PER DETAIL	DDAOLXIT	\$0.014	Per Item
40 02 22	KTT BAI2 DOWNLOAD		\$2.50	Per Month
40 00 12	KTT BAI2 PREVIOUS DAY FILE	DDAOLBAI	\$2.50	Per File
40 02 74	KTT INTRADAY DETAIL ITEMS	DDAOLIRD	\$0.016	Per Item
40 00 15	KTT BAI2 INTRADAY FILE	DDAOLIBA	\$2.50	Per File
40 02 42	KTT FAX PREVIOUS DAY PER ACCT	DDAOLFXP	\$30.00	Per Account
40 02 ZZ	INFO.RPTG.-CLIENT		\$10.00	Per Client Service Call

AFP45 INVESTMENT/CUSTODY SERVICES				
45 00 20	OVERNIGHT REPO SWEEP	DDASWEEP	\$30.00	Per Account
45 00 20	INVESTMENT SWEEP	DDASWINV	\$30.00	Per Account
45 04 03	KTT INVESTMENT CONFIRM REPORT	DDAOLSWP	\$0.00	Per Month
45 04 03	KTT CREDIT SWEEP REPORT	DDAOLCSW	\$0.00	Per Report

AFP99 UNDEFINED SERVICES				
99 99 99	WARRANT IMAGES DELIVERED	DDAWARIM	\$0.035	Per Item
99 99 99	RDC REPORTING MODULE	DDAKCRPT	\$0.00	Per Account
99 99 99	KEYCAPTURE SCANNER	N/A	Varies	Per Scanner
99 99 99	CP CUSTOM PROGRAMMING FEE	DDACPPFE	\$125.00	Per Hour
00 99 99	DEFERRED BILLING FEE	DDADBILL	\$10.00	Per Month
99 99 99	RETURN ADVICE IMAGERY INQUIRY	DDAOLRTA	\$0.00	Per Item
06 03 10	FILE MGMT -PPC TRANSLATION	DDAFMPPC	\$0.00	Per File
40 08 20	FILE MGMT- SET UP - BASIC	DDAFMBSC	\$5.00	Per File
40 08 20	FILE MGMT- SET UP- COMPLEX	DDAFMCPX	\$500.00	
40 08 30	FILE MGMT- COMPLEX MAP CREATE	DDAFMMAP	TBD	

# Appendix C

medicaid.ohio.gov

## Medicaid Buy-In for Workers with Disabilities

Case/Cat/Seq

<b>Amount Due</b>	<b>\$0.00</b>
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Mailing address

Invoice Date: 10/28/2011

Date	Description	Charges / Payments
<b>PLEASE PAY THIS AMOUNT:</b>		\$0.00

**NOTE: Please include your account number in the memo field of your payment.**

- Acceptable forms of payment are check and money order.
- If you have any questions about this invoice, please call 800-324-8680.

<b>Account #</b>	0000 0000 0000 0000
<b>Due Date</b>	
<b>Amount Due</b>	\$0.00
<b>Amount Enclosed</b>	

**Make check or money order payable to:**

**Treasurer, State of Ohio / ODM**  
Ohio Department of Medicaid  
PO Box 713067  
Cincinnati, OH 45271-3067

**Attachment A1**  
**REQUIRED VENDOR INFORMATION**

**Purpose:** ODM requires the following information from vendors who submit proposals or bids in response to any ODM 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. ODM reserves the right to reject your proposal if you fail to provide this information fully, accurately, and by the deadline set by ODM. Further, some of this information (as identified below) **must** be provided in order for ODM to accept and consider your proposal\bid. **Failure to provide such required information may result in immediate disqualification of your proposal.**

**Instructions:** Provide the following information regarding the vendor submitting the proposal or bid. Vendors may either print this attachment, complete and sign, 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 ODM.

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

**Vendors must provide all information**

1. ODM RFP/RLB# and TITLE: \_\_\_\_\_
  
2. Proposal Due Date: \_\_\_\_\_
  
3. Vendor Name: (legal name of vendor – person or organization – to whom contract/purchase payments will be made:  
  
\_\_\_\_\_
  
4. Vendor Corporate Address:  
  
\_\_\_\_\_
  
5. Vendor Remittance Address: (or “same” if same as number 4. above)  
  
\_\_\_\_\_
  
6. Print or type the following information for the vendor’s representative/contact person authorized to answer questions on the proposal/bid:  
  
Vendor Representative Name and Title: \_\_\_\_\_  
  
Vendor’s Representative Phone # and Email Address: \_\_\_\_\_
  
7. Is this vendor an Ohio certified MBE? Yes \_\_\_ No \_\_\_. If yes, attach a copy of current certification to proposal/bid. If ODM has specified the RFP/RLB is an opportunity exclusively for MBEs, failure to attach a copy of current certification may result in disqualification.
  
8. Vendor agrees to comply with the requirement to maintain a complete affirmative action plan and affirm they will be in compliance with ORC § 125.111 prior to being awarded a contract.

### Attachment A2 - Vendor and Grantee Ethics Certification

1. 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) that:

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

(2) 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.

2. I have read the ODM Model Contract attached to the RFP/RLB, and if awarded a contract, I will not \_\_\_\_\_(or) I will \_\_\_\_\_ request changes to the standard language, and have marked the requested changes and returned the model document with this proposal for consideration by ODM. (If changes are requested, ODM will review those changes if you are the selected vendor. All requested changes to model contract language are subject to ODM approval.)

**NOTE:** Item 3 below is not applicable and not required when the subject ODM procurement opportunity is offered only to State Term Schedule Vendors.)

3. I \_\_\_\_\_, (authorized vendor representative) 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 ODM for the performance of services and/or provision of goods covered in this proposal in response to the ODM RFP/RLB/other purchase opportunity is a firm fixed price, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal\bid.)

4. I \_\_\_\_\_, (authorized vendor representative) hereby attest that I understand that any and all information included in this proposal is not confidential and/or trade secret information (as defined in the RFP or where found in an RLB document) and that the proposal submission may be posted in its entirety on the Internet for public viewing. Following submission to ODM, all proposals submitted may become part of the public record. ODM reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information. The vendor affirms that they shall be solely responsible for any and all information disclosed in the proposal submission and any or all information released by ODM in a public records request(s).

### Attachment A3 – Location of Business and Offshore Declaration Form

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

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

1. Principal location of business of Contractor:

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

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

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

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

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

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

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

2. Location where services will be performed by Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**By signing below, I hereby certify and affirm** that I have reviewed, understand, and will abide by the Governor's Executive Order 2011-12K. I attest that no funds provided by ODM 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 ODM 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

**ATTACHMENT B1**  
**RFP #: ODMR-1617-1017**  
**Technical Proposal Score Sheet**

**PHASE I: Initial Qualifying Criteria**

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

ITEM	PROPOSAL ACCEPTANCE CRITERIA	RFP Section Reference	YES	NO
1	Was the vendor’s proposal received by the deadline as specified in the RFP?	4.1 and 5.2		
2	Did the vendor submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal?	5.1		
3	A least three (3) years prior experience in enrolling individuals into health care plans such as: commercial health plans, state run health care marketplace or state Medicaid programs; customer service; consumer education, or comparable private program.	2.1, 1.		
4	At least two (2) years prior experience in operating a call center with the capacity of at least 200,000 calls per month.	2.1, 2.		
5	At least three (3) years’ experience in call center information technology, telephone system, data management and analysis, and data interfaces.	2.1, 3.		
6	At least three (3) years prior experience in the healthcare industry, e.g. Medicaid programs, private or commercial healthcare programs, or Medicaid Advantage of similar size and scope.	2.1, 4.		
7	Independence from any managed care program (MCP) or other healthcare provider in Ohio for which the vendor provides enrollment services in accordance with 42 CFR § 438.810(1).	2.1, 5.		
8	Free from conflict of interest in accordance with 42 CFR § 438.810(2). A vendor or subcontractor is not considered free from conflict if any person is the owner, employee, or consultant of the vendor or subcontractor.	2.1, 6.		
9	Vendor has demonstrated the Project Director will be solely dedicated to the Medicaid Hotline contract and be permanently located at the Hotline site.	2.3, 3.e.		
10	Vendor has submitted proposal for partnership with selected Ohio certified MBE vendor(s) to perform, at minimum, job duties that will equate to 15 percent of the total proposed cost of the contract per SFY, including specific percentage proposed, job duties assigned, and an executed letter of commitment.	2.2, 5.8.12		
11	Vendor’s proposal includes all required affirmative statements and certifications, signed by the vendor’s responsible representative, as described in Attachment A to the RFP?	5.1, 2. Attach. A		
12	Included in those certifications, the vendor states that it is not excluded from entering into a contract with ODM, due to restrictions related to the federal debarment list, unfair labor findings.	8.8 and 8.9, Attach A		
13	ODM’s review of the Auditor of State website verifies that the vendor is not excluded from contracting with ODM in accordance with ORC § 9.24 for an unresolved finding for recovery.	8.8		

**PHASE II: Criteria for Scoring of Technical Proposal**

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

0	3	7	9
Does Not Meet Requirement	Partially Meets Requirement	Meets Requirement	Exceeds Requirements

A technical proposal's total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying proposal. Technical proposals which do not meet or exceed a total score of at least **2098 points** out of a maximum of **2709 points**, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RFP Section Reference	Weighting	Doesn't Meet 0	Partially Meets 3	Meets 7	Exceeds 9
<b>VENDOR QUALIFICATIONS</b>							
<b>ORGANIZATIONAL EXPERIENCE AND CAPABILITIES</b>							
1	The vendor has provided information on the background of the firm, including any partners/subcontractors, any prior experience relevant to this RFP; historical and current data regarding the vendor's size, organizational structure, and whether the vendor is local, regional, or national in scope.	2.2, 1.	2				
2	The vendor has provided samples of at least two, but no more than four, similar sized projects completed in the past five (5) years that demonstrate expertise in health care enrollment and choice counseling.	2.2, 2.	2				
3	The vendor has provided samples of at least two (2), but no more than four (4), similar sized projects completed in the past five (5) years that demonstrate expertise in call center management and customer service.	2.2, 3.	2				
4	The vendor has provided names and contact information for at least three (3) entities for which they have performed similar large scale projects in the past ten (10) years.	2.2, 4.	2				
ITEM #	EVALUATION CRITERIA	RFP Section Reference	Weighting	Doesn't Meet 0	Partially Meets 3	Meets 7	Exceeds 9
<b>KEY STAFF EXPERIENCE, CHARACTERISTICS, AND CAPABILITIES</b>							
5	The vendor has demonstrated significant expertise by assigning staff to key leadership roles for this project, at minimum: a Project Director and a Business Analyst.	2.3, 1.	4				

6	The proposal demonstrates that the Project Director has: a) Five (5) years of management experience; b) Five (5) years of experience with working with Medicaid and/or Medicare policies and procedures; c) Five (5) years of experience managing customer service projects, call centers, and data systems; d) Five (5) years of experience working with managed care plans in Medicaid, Medicare, or the commercial health care industry; and e) Be solely (100%) dedicated to the Hotline contract, permanently located at the Hotline site, and is not a subcontractor.	2.3, 3.	5				
7	The proposal demonstrates the Business Analyst has: a) An Associate's degree in computer science, information systems, accreditation in the computer science field, or at least three (3) years' experience in computer science or related field at a management level; b) Two (2) years' experience identifying, analyzing, and documenting business requirements and delivering work products throughout the project life cycle; and c) Is dedicated solely (100%) to the Medicaid Hotline contract and permanently located at the Hotline site.	2.3, 4.	5				
<b>ITEM #</b>	<b>EVALUATION CRITERIA</b>	<b>RFP Section Reference</b>	<b>Weighting</b>	<b>Doesn't Meet</b>	<b>Partially Meets</b>	<b>Meets</b>	<b>Exceeds</b>
				<b>0</b>	<b>3</b>	<b>7</b>	<b>9</b>
<b>SPECIFICATIONS OF DELIVERABLES</b>							
8	Vendor agrees to establish a local office in Columbus, OH metropolitan area, at a location agreed to by ODM, and will maintain responsibility for all equipment, supplies, infrastructure, salaries, and lease costs of the office; maintain required business hours;	3.2, 1 and 2	4				
9	Vendor has record retention capability	3.2, 3.	3				
10	Vendor has an Automatic Call Distribution system that will allow routing of callers to the appropriate representative with ability for in-queue messages.	3.2, Deliver. 2, 1.	5				
11	Vendor ACD has self-service options which allows the caller to obtain basic information and answers to simple questions which do not require queuing of the interaction of a customer service agent.	3.2, Deliver. 2, 3.	3				
12	Vendor ACD provides virtual hold or virtual queue, which provides callers with wait time and callback request.	3.2, Deliver. 2, 4.	5				
13	Vendor telephony system collects data on incoming and outgoing calls.	3.2, Deliver. 2, 5.	5				
14	Vendor records all phone calls including screen capture (navigation). Vendor translates recorded calls into a text transcript.	3.2, Deliver. 2, 6.	5				
15	Vendor performs outbound calls using predictive dialer system that interacts with the ACD	3.2, Deliver. 2, 7.	3				
16	Vendor provides interactive voice response (IVR) that gathers identifying information from caller.	3.2, Deliver. 2, 8.	3				
17	Vendor process both incoming and outgoing calls and transfers calls automatically within the ACD or IVR.	3.2, Deliver. 2, 9.	5				

18	Vendor provides speech enablement technology to dynamically speak retrieved text/values back to callers and enable speech driven navigation through automated applications.	3.2, Deliver. 2, 10.	2				
19	Vendor utilizes a customer relationship management (CRM) system that provides a consolidated contact center solution.	3.2, Deliver. 2, 11.	5				
20	Vendor supports multi-channel communication.	3.2, Deliver. 2, 12.	4				
21	Vendor analyzes and codifies individual interactions with the vendor from all sources e.g. interaction type, nature of the question, and resolution detail.	3.2, Deliver. 2, 13.	5				
22	Vendor has ability to search CRM for related contacts to identify recurring issues	3.2, Deliver. 2, 14.	3				
23	Vendor has ability to provide mass replies across customers to all relevant and or related contacts	3.2, Deliver. 2 15.	3				
24	Vendor utilizes a document management solution that integrates all documents sent or received by the vendor into the CRM.	3.2, Deliver. 2, 11.	3				
25	Vendor provides role-based access to the CRM for ODM staff.	3.2, Deliver. 2, 16.	1				
26	Vendor demonstrates and/or has verified the capability to provide consumer support to consumers both prior to and after enrollment in a MCP and be accessible in multiple ways including phone, internet, in-person, and via auxiliary aids.	3.2, Deliver. 3 1.	5				
27	Vendor provides decision support tools regarding plan benefits, provider networks, prescription drug formularies, and expanded health benefits.	3.2, Deliver. 3, 2.	5				
28	Vendor ensures enrollment information, including notices and educational materials, are accessible to individuals with limited English proficiency or visually impaired.	3.2, Deliver. 3, 3.	5				
29	Vendor provides unbiased choice counseling to educate individuals enrolling in managed care.	3.2, Deliver. 3, 4.	5				
30	Vendor completes a consumer contact record (CCR) for each individual and sends it to the MCP at least daily.	3.2, Deliver. 3, 5.	5				
31	Vendor provides online enrollment via a member portal.	3.2, Deliver. 3, 6.	5				
32	Vendor manages the auto assignment process	3.2, Deliver. 3, 8.	3				
33	Vendor provides choice counseling.	3.2, Deliver. 3, 9.	5				
34	Vendor interfaces with MITS	3.2, Deliver. 3, 10.	5				
35	Vendor allows for alternative enrollment processes	3.2, Deliver. 3, 11.	4				
36	Vendor illustrates/describes how it will build and maintain a central repository and integrated directory of all Ohio Medicaid providers and their locations for all MCPS and fee-for-service	3.2, Deliver. 4, 1.	5				

37	Vendor has ability to import provider networks from the managed care plans and the Provider Master File (PMF)	3.2, Deliver. 4, 2.	5				
38	Vendor has ability to provide geo-coded search capabilities for providers that is available to consumers and customer service agents.	3.2, Deliver. 4, 3.	4				
39	Vendor has ability to provide a web portal for MCP's.	3.2, Deliver. 4, 4.	4				
40	Vendor has ability to generate weekly MCPN reconciliation reports.	3.2, Deliver. 4, 4.	4				
41	Vendor provides MCP network technical support and training.	3.2, Deliver. 4, 6.	2				
42	Vendor demonstrates the ability to provide customer-focused and responsive customer service.	3.2, Deliver. 5, 1.	5				
43	Vendor provides information of Medicaid programs and guidelines.	3.2, Deliver. 5, 2.	5				
44	Vendor provides Tier 1 level assistance for Ohio Benefits Self Service Portal.	3.2, Deliver. 5, 3.	3				
45	Vendor explains Medicaid benefits and covered services.	3.2, Deliver. 5, 4.	5				
46	Vendor responds to constituent inquiries from Governors and legislators office.	3.2, Deliver. 5, 6.	5				
47	Vendor has ability to prioritize non-voice interactions.	3.2, Deliver. 5, 7.	3				
48	Vendor has ability to create a knowledge management tool.	3.2, Deliver. 5, 8.	5				
49	Vendor can accommodate vision, speech, hearing-impaired, and Limited English Proficient individuals	3.2, Deliver. 5, 9.	5				
50	Vendor has ability to establish a direct connection to ODM's technology systems	3.2, Deliver. 6, 1.	5				
51	Vendor meets ISO guidelines for information security.	3.2, Deliver. 6, 2.	5				
52	Vendor has ability to exchange data with Ohio Benefits, MITS, SACWIS, ODRC, and MCPs by web service real time interfaces, batch interface files, and SFTP.	3.2, Deliver. 6, 3.	5				
53	Vendor has ability to maintain data and resources in a database or data warehouse.	3.2, Deliver. 6, 4.	5				
54	Vendor has ability to perform data analytics.	3.2, Deliver. 6, 5.	5				
55	Vendor verifies that call center Service Level Agreements will be followed for calls at or below the contract standard of 285,000 total calls per month.	3.2, Deliver. 7, 1.	5				
56	Vendor has the capability to monitor contacts and has a systematic quality assurance process.	3.2, Deliver. 7, 2.	5				
57	Vendor has the capability to measure customer satisfaction.	3.2, Deliver. 7, 3.	4				
58	Vendor has the capability to produce a monthly summary level report	3.2, Deliver. 8, 1.	3				
59	Vendor has ability to produce premium collection reports that detail collection activities.	3.2, Deliver. 8, 2.	4				

60	Vendor has ability to provide a data export tool that is available to ODM.	3.2, Deliver. 8, 3.	4				
61	Vendor has ability to provide call center data in customizable real-time dashboards with extractable data that is available to ODM.	3.2, Deliver. 8, 4.	4				
62	Vendor has the ability to perform real-time interfaces to receive premium data and updates from Ohio Benefits	3.2, Deliver. 9, 1.	5				
63	Vendor has ability to manage a state-owned lock box account.	3.2, Deliver. 9, 2.	4				
64	Vendor has ability to generate and mail invoices.	3.2, Deliver. 9, 3.	3				
65	Vendor has ability to provide outreach to individual.	3.2, Deliver. 9, 4.	2				
66	Vendor has ability to process electronic fund transfers and credit card payments	3.2, Deliver. 9, 5.	2				
67	Vendor has capability to create and maintain a financial database adhering to Generally Accepted Accounting Procedures.	3.2, Deliver. 9, 7.	5				
68	Vendor has sufficiently addressed how vendor would collect the details grievances, complaints, and Just Cause requests from managed care members in the vendors' CRM.	3.2, Del. 10, 1.	4				
69	Vendor has capability to develop an inbox for ODM to receive grievances, complaints, and Just Cause requests.	3.2, Del. 10, 2.	4				
70	Vendor has capability to resolve assigned Just Cause requests	3.2, Del.10, 3.	3				
71	Vendor has ability to create a web portal for providers to submit complaints regarding MCPs	3.2, Del. 10, 4.	4				
72	Vendor demonstrates the ability to meet mailing requirements to mail within 24 hours of consumer's request, publications, applications, enrollment by mail packets, and direct reimbursement packets; and vendor verified understanding that their Cost Proposal will consist the costs to cover mailing costs, including packaging, labeling, envelopes, printing, and postage.	3.2, Del. 11, 1 and 2	3				
73	Deliverable 12 – Transition of Contract – Vendor agrees to work with ODM and a new vendor at the termination of this contract to transition work processes and data to the new vendor.	3.2, Del. 12	5				
74	Vendor agrees to, at ODM's discretion, perform additional deliverables, projects, or services in support of Ohio's Medicaid and managed care program.	3.2, Del. 13	5				
75	Vendor has a comprehensive business continuity plan	3.2, Del. 14	3				
76	Vendor has provided documentation to support their plan to subcontract at least 15 percent of the cost of the work per SFY under this contract to certified MBE vendor. Vendor will be scored based upon the following measures: a) Meets the 15% MBE set-aside requirement (7pts); b) MBE set-aside between 15 and 20% (9pts); c) MBE set-aside between 20 and 25% (18pts); or d) MBE set-aside above 25% (27pts)	8.12	1				
<b>PROPOSAL ORGANIZATION</b>							

77	Vendor has submitted a proposal which is well-organized and complies with formatting instructions	5.1	0.5				
78	Vendor used the format in Attachment C, Cost Proposal Form, to submit their proposed fee for the entire project.	Attach. C	0.5				
<b>Column Subtotal of "Partially Meets" points</b>							
<b>Column Subtotal of "Meets" points</b>							
<b>Column Subtotal of "Exceeds" points</b>							
<b>GRAND TOTAL SCORE:</b>							

VENDOR NAME: \_\_\_\_\_

**Based upon the Grand Total Technical Score earned, does the vendor's proposal proceed to the Phase III evaluation of its Cost Proposal? (Vendor's Grand Total Technical Score must be at least 2098 points.)**

Yes \_\_\_\_\_

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

**ODMR-1617-1017 – Ohio Medicaid Consumer Hotline  
Attachment B2 Cost Proposal Form**

Vendors are to use this Attachment B2, Cost Proposal Form, sign and submit it fully completed as the separate sealed cost proposal. The Cost Proposal Form requires interested vendors to price those services defined in Specifications of Deliverables, and to offer to ODM its flat, **all-inclusive monthly fee**. The price offered in the vendor’s cost proposal will be the price in effect throughout the contract period.

In calculating their total proposed fee, vendors must consider cost resulting from each Deliverable listed in the RFP, as well as all program, preparatory, primary and incidental costs necessary to complete all program activities (whether explicitly identified by ODM in this RFP or not), at no additional cost to ODM. The vendor’s offered monthly fee must take into account all costs incurred in the performance of this work.

The selected vendor for this project will be required to manage and operate the Ohio Medicaid Consumer Hotline. Vendor proposals submitted in response to this RFP must reflect the vendor’s understanding of, and commitment to, perform this Scope of Work fully.

The vendor must offer one flat, all-inclusive monthly price for each **initial** SFY and each **renewal** (i.e., 20, 21, 22, and 23) for the full and satisfactory performance of all applicable deliverables, tasks and functions, primary and incidental (whether explicitly identified by ODJFS in this RFP or not), necessary to complete the work related to the transition as described in the RFP. The vendor’s offered monthly fee must take into account all costs incurred in the performance of this work. Vendor’s monthly fees are as follows:

<b>MONTHLY FEE TO PERFORM ALL DELIVERABLES FOR INITIAL CONTRACT PERIOD AND EACH RENEWAL YEAR</b>						
	<b>SFY18</b>	<b>SFY19</b>	<b>SFY20</b>	<b>SFY21</b>	<b>SFY22</b>	<b>SFY23</b>
<b>January</b>	\$	\$	\$	\$	\$	\$
<b>February</b>	\$	\$	\$	\$	\$	\$
<b>March</b>	\$	\$	\$	\$	\$	\$
<b>April</b>	\$	\$	\$	\$	\$	\$
<b>May</b>	\$	\$	\$	\$	\$	\$
<b>June</b>	\$	\$	\$	\$	\$	\$
<b>July</b>	\$	\$	\$	\$	\$	\$
<b>August</b>	\$	\$	\$	\$	\$	\$
<b>September</b>	\$	\$	\$	\$	\$	\$
<b>October</b>	\$	\$	\$	\$	\$	\$
<b>November</b>	\$	\$	\$	\$	\$	\$
<b>December</b>	\$	\$	\$	\$	\$	\$
<b>SFY Totals:</b>						

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

The price offered below is firm and is effective for the entire contract period, including renewal contracts, established in the RFP:

**Total Cost:** \_\_\_\_\_

Vendors are to complete and sign this form and include it as their cost proposal.

Signature of vendor’s authorized representative: \_\_\_\_\_

Printed name, title, and contact information: \_\_\_\_\_

\_\_\_\_\_

**OHIO DEPARTMENT OF MEDICAID  
CONTRACT FOR SERVICES**

**C-1617-00-0000**

**RECITALS:**

This Contract is entered into between the Ohio Department of Medicaid (ODM) and **Vendor Name** (CONTRACTOR).

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

**ARTICLE I. PURPOSE; DELIVERABLES**

- A. INSERT LEGAL AUTHORITY IF AVAILABLE. CONTRACTOR will perform its responsibilities under this Contract (Deliverables) in accordance with the RFP and the Proposal, summarized as follows:  
  
INSERT DELIVERABLES
- B. The ODM Contract Manager is **ODM Contract Manager** or successor.
- C. The ODM Contract Manager may periodically communicate specific requests and instructions to CONTRACTOR concerning the performance of the Deliverables described in this Contract. CONTRACTOR agrees to comply with any requests or instructions to the satisfaction of ODM within ten business days after CONTRACTOR's receipt of the requests or instructions. ODM and CONTRACTOR expressly understand that any requests or instructions will be strictly construed to ensure the successful completion of the Deliverables described in this Contract, and are not intended to amend or alter this Contract in any way. If CONTRACTOR believes that any requests or instructions would materially alter the terms and conditions of this Contract or the compensation stated hereunder, CONTRACTOR will immediately notify ODM pursuant to the notice provision of this Contract. CONTRACTOR agrees to consult with the ODM Contract Manager as necessary to ensure understanding of the Deliverables and the successful completion thereof.
- D. **Ownership of Deliverables.**
  - 1. All Deliverables provided by CONTRACTOR under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of ODM, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. CONTRACTOR will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for ODM and CONTRACTOR to use such copyrighted matter in the manner provided herein. CONTRACTOR agrees that all Deliverables will be made freely available to the public unless ODM determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.
  - 2. All Deliverables provided or produced pursuant to this Contract will be considered "works made for hire" within the meaning of copyright laws of the United States and the State of Ohio. ODM is and will be deemed sole author of the Deliverables and sole owner of all rights therein. If any portion of the Deliverables is deemed not a "work made for hire," or if there are any rights in the Deliverables not conveyed to ODM, CONTRACTOR agrees to, and by executing this Contract does, assign ODM all worldwide rights, title, and interest in and to the Deliverables. ODM acknowledges that its sole

ownership of the Deliverables under this Contract does not affect CONTRACTOR's right to use general concepts, algorithms, programming techniques, methodologies, or technology that CONTRACTOR developed prior to or as a result of this Contract or that are generally known and available.

3. CONTRACTOR understands that it must submit a written request to ODM and receive express written permission from ODM to include any of its own pre-existing, proprietary materials in any of the Deliverables under this Contract. ODM's approval of the inclusion of pre-existing, proprietary materials is predicated on CONTRACTOR granting to ODM and the State of Ohio a worldwide, non-exclusive, perpetual, royalty-free license to use, modify, sell, and otherwise distribute all such materials that are included in the Deliverables under this Contract. Upon request by CONTRACTOR, ODM will incorporate into any future copies of the Deliverables under this Contract any proprietary notice(s) CONTRACTOR may reasonably require for any pre-existing, proprietary materials included in the Deliverables of this Contract. Any proprietary notices will be the minimum required by law so as not to be seen as an endorsement by ODM of or advertisement for CONTRACTOR.

- D. [UNIVERSITY RESEARCH] The Deliverables produced by CONTRACTOR under this Contract will be copyrighted in the name of CONTRACTOR. However, CONTRACTOR is required to obtain prior approval from ODM for release of any results, including preliminary and/or final results, related to funded projects or funded data under this Contract, and any documents, reports, data, photographs (including negatives), electronic reports and records, and other media under this Contract. CONTRACTOR hereby grants to ODM a perpetual, royalty free, non-exclusive, and irrevocable license to use, reproduce, publish, modify, and distribute any Deliverable either in whole or in part, and to produce derivative works. CONTRACTOR will assure that all products contain appropriate copyright attribution and ODM will treat Deliverable products as the intellectual property of CONTRACTOR for purposes of ORC 149.43. CONTRACTOR further reserves the right to use the Deliverables produced under this Contract for research and academic purposes, including the right to publish the work in scholarly journals or other academic publications.]

## ARTICLE II. EFFECTIVE DATE OF THE CONTRACT

- A. This Contract is in effect from **Start Date** or upon issuance of an approved State of Ohio purchase order, whichever is later, through **End Date**, unless this Contract is suspended or terminated prior to the expiration date. This Contract may be renewed through June 30, 20XX, upon satisfactory completion of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODM. ODM will issue a notice to CONTRACTOR if ODM decides to renew this Contract. CONTRACTOR will not obligate resources in anticipation of a renewal until notice is provided.
- B. It is expressly understood by both ODM and CONTRACTOR that this Contract will not be valid and enforceable until the Director of the Ohio Office of Budget and Management, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. The ODM Contract Manager will notify CONTRACTOR when this certification is given.

## ARTICLE III. COMPENSATION

- A. The total amount payable under this Contract is **TOTAL AMT** Dollars (**\$TOTAL**). ODM will pay an amount up to **SFY1 AMT** Dollars (**\$SFY 1**) for State Fiscal Year **SFY1** and up to **SFY2 AMT** Dollars (**\$SFY2**) for State Fiscal Year **SFY2** expressly for the completion of the Deliverables. CONTRACTOR understands that the terms of this Contract do not provide for compensation in excess of the total amount listed in this section. CONTRACTOR hereby waives the interest provisions of ORC 126.30.

It is further agreed that reimbursement of travel expenditures shall not exceed [SFY1 Travel Dollar Amount] Dollars (**\$SFY1 Travel**) for SFY [SFY1] and [SFY2 Travel Dollar Amount] Dollars (**\$SFY2**) for SFY [SFY2], which amounts are included in the total compensation figures above. Expense reimbursement authorized by this section is limited to actual and necessary expenses subject to the limits as established pursuant to ORC 126.31, which are set forth in Section 126-1-02 of the Ohio Administrative Code (OAC), as well as any other laws, regulations, or Governor's Executive Orders limiting travel expenses. CONTRACTOR expressly agrees not to submit claims for expenses which do not meet the requirements of this section and further agrees to submit all claims to the ODM Contract Manager for approval prior to submitting a claim for reimbursement.

- B. Compensation will be paid pursuant to CONTRACTOR's **accepted budget [or cost proposal] as incorporated below [or as attached]**.
- C. CONTRACTOR will submit detailed invoices on a \_\_\_\_\_ basis in one of the following manners with a copy to the Contract Manager:

**E-Mail:** [invoices@ohio.gov](mailto:invoices@ohio.gov) (the preferred file type for email attachments is .pdf.).

**Mail:** Ohio Shared Services  
P.O. Box 182880  
Columbus, Ohio 43218-2880

**Fax:** 614.485.1039

CONTRACTOR agrees to use an invoice instrument to be prescribed by ODM and will include in each invoice:

1. CONTRACTOR's name, complete address, and federal tax identification number;
  2. Contract number and dates;
  3. Purchase order number;
  4. Amount and purpose of the invoice, including such detail as required per the compensation section of this Contract, deliverables completed, description of services rendered, hourly rates and numbers of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Contract;
  5. Description of Deliverables performed during the billing period;
  6. Receipt of other proof of cost; and
  7. Other documentation requested by ODM.
- D. CONTRACTOR expressly understands that ODM will not compensate CONTRACTOR for any work performed prior to CONTRACTOR's receipt of notice from the ODM Contract Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date of this Contract.
- E. CONTRACTOR expressly understands that ODM does not have the ability to compensate CONTRACTOR for invoices submitted after the State of Ohio purchase order has been closed. CONTRACTOR must submit final invoices for payment no later than 90 calendar days after the ending date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- F. CONTRACTOR understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODM for the payments due under this Contract, this Contract will be terminated as of the date funding expires without further obligation of ODM or the State of Ohio.
- G. **[DELETE IF PUBLIC ENTITY] CONTRACTOR and ODM understand that the terms of this Contract, when combined with any other payments made to or open encumbrances with CONTRACTOR during the same State Biennium, cannot establish compensation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) aggregate without prior approval from the State Controlling Board in accordance with ORC 127.16.**

#### **ARTICLE IV. SUSPENSION AND TERMINATION, BREACH AND DEFAULT**

- A. This Contract will automatically terminate upon expiration of the time period in ARTICLE II, or upon completion of all Deliverables, or once all of the compensation has been paid.
- B. Notwithstanding other provisions in this Article, either party may terminate this Contract at will by giving 90 calendar days written notice to the other party. Upon a 30 calendar day written notice to CONTRACTOR, ODM may suspend this Contract at ODM's sole discretion.
- C. Notwithstanding the provision of Section A, above, ODM may suspend or terminate this Contract immediately upon delivery of a written notice to CONTRACTOR if:
1. ODM loses funding as described in ARTICLE III;
  2. ODM discovers any illegal conduct by CONTRACTOR; or
  3. CONTRACTOR has violated any provision of ARTICLE IX.
- D. Unless provided for in Sections A, B and C of this Article, CONTRACTOR will have 30 calendar days within which to cure any breach that is curable after receipt of written notice from ODM that CONTRACTOR is in breach of any of its obligations under this Contract. If CONTRACTOR fails to cure the breach within the 30 calendar days after written notice or if the breach is not curable, ODM may immediately suspend or terminate this Contract. ODM may also suspend or terminate this Contract when breaches are persistent, regardless of whether they are cured within 30 calendar days. For purposes of this Section, "persistent" means that ODM has notified CONTRACTOR three times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The three notices do not have to relate to the same obligation or type of failure. After the third notice, ODM may suspend or terminate this Contract without a cure period if CONTRACTOR again fails to meet any contractual obligation. At the sole discretion of ODM, certain instances of breach may require a shorter cure period than the 30 calendar days generally applicable in this Section. In such instances, ODM will include in its notice of breach the shorter cure period deemed appropriate.
- E. CONTRACTOR, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Deliverables;
  2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Deliverables;
  3. Prepare and furnish a report to ODM, as of the date the notice of termination or suspension was received, that describes the status of all Deliverables and includes the results accomplished and the conclusions reached through Deliverables;
  4. Return all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODM, and copies of all materials produced under or pertaining to this Contract; and
  5. Perform any other tasks ODM requires.
- F. In the event of suspension or termination under this Article, ODM will, upon receipt of a proper invoice from CONTRACTOR, determine the amount of any unpaid Contract funds due to CONTRACTOR for Deliverables performed before CONTRACTOR received notice of termination or suspension. In order to determine the amount due to CONTRACTOR, ODM will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODM. ODM will not be liable for any further claims submitted by CONTRACTOR.
- G. If ODM terminates this Contract for any reason provided in this Article, except for termination at will pursuant to Section B or termination for loss of funding pursuant to Section C, ODM will be entitled to utilize another contractor to complete the Deliverables of this Contract on any commercially reasonable terms as ODM and the covering contractor may agree. In this event, CONTRACTOR will be liable to ODM for all costs related to covering the project to the extent that such costs, when combined with payments already made to CONTRACTOR prior to termination, exceed the costs that ODM would have incurred under this Contract.

CONTRACTOR's liability under this Section is in addition to any other remedies available to ODM pursuant to this Contract.

- H. Upon CONTRACTOR's breach or default of provisions, obligations, or duties embodied in this Contract or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODM reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODM of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODM or CONTRACTOR fails to perform any obligation under this Contract and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODM will not be effective unless it is in writing signed by the ODM Director.

#### ARTICLE V. NOTICES

- A. ODM and CONTRACTOR agree that communication regarding Deliverables, scope of work, invoice or billing questions, or other routine instructions will be between CONTRACTOR and the identified ODM Contract Manager.
- B. Notices to ODM from CONTRACTOR that concern changes to CONTRACTOR's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE IX, and/or any other formal notice regarding this Contract will be sent to the ODM Chief Legal Counsel, Office of Chief Legal, 50 West Town Street, 5th floor, Columbus, Ohio 43215.
- C. Notices to CONTRACTOR from ODM concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Contract will be sent to CONTRACTOR's representative at the address appearing on the signature page of this Contract.
- D. All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

#### ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION

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

- A. CONTRACTOR agrees that any media produced pursuant to this Contract or acquired with Contract funds will become the property of ODM. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODM will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODM deems appropriate. CONTRACTOR further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Contract. CONTRACTOR understands that all materials and items produced under this Contract will be made freely available to the public unless ODM determines that certain materials are confidential under federal or state law.
- A. [UNIVERSITY RESEARCH] ODM agrees that any media (including documents, reports, data, photographs, and electronic reports and records) produced pursuant to this Contract or acquired with Contract funds will become the property of CONTRACTOR. However, CONTRACTOR is required to obtain prior approval from ODM for release of any results, including preliminary and/or final results, related to funded projects or funded data under this Contract, and any documents, reports, data, photographs (including negatives), electronic reports and records, and other media under this Contract. Additionally, CONTRACTOR hereby grants to ODM a perpetual, royalty free, non-exclusive, and irrevocable license to use, reproduce, publish, modify, and distribute any such media.
- B. All ODM information that is classified as public or private under Ohio law will be treated as such by CONTRACTOR. Should the nature of any information be in question, ODM will determine whether the information is public or private. CONTRACTOR will restrict the use of any information, systems, or records ODM provides to the specific Deliverables of this Contract. CONTRACTOR and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODM and the State of

Ohio. CONTRACTOR agrees that the terms of this section will be included in any subcontract executed by CONTRACTOR for work under this Contract.

- C. CONTRACTOR information that is proprietary and has been specifically identified by CONTRACTOR as proprietary will be held as confidential by ODM. Proprietary information is information that would put CONTRACTOR at a competitive disadvantage in CONTRACTOR's market place and trade if it were made public. ODM reserves the right to require reasonable evidence of CONTRACTOR's assertion of the proprietary nature of any information. The provisions of this Article are not self-executing. CONTRACTOR must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.
- D. For audit purposes only, all records relating to cost, work performed, supporting documentation for invoices submitted to ODM, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR and will be made available for audit by state and federal government entities that include, but are not limited to, ODM, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three years after CONTRACTOR receives the last payment pursuant to this Contract. If an audit or similar action is initiated during this time period, CONTRACTOR will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period, unless otherwise directed below in Section E. If applicable, CONTRACTOR must meet the requirements of the federal Office of Management and Budget (OMB) Omni-Circular, 2 CFR Part 200.104. CONTRACTOR acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Contract are presumptively deemed public records.
- E. All records relating to cost, work performed, supporting documentation for invoices submitted to ODM, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Contract is [INSERT RECORDS SCHEDULE], [STATE SCHEDULE NUMBER AND TIME PERIOD]. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, CONTRACTOR agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- F. CONTRACTOR agrees to retain all records in accordance to any litigation holds that are provided to them by ODM, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require CONTRACTOR to keep the records longer than the approved records retention schedule. CONTRACTOR will be notified by ODM when the litigation hold ends and retention can resume based on the approved records retention schedule. If CONTRACTOR fails to retain the pertinent records after receiving a litigation hold from ODM, CONTRACTOR agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- G. CONTRACTOR hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (USC) and the implementing regulations found at Title 45, Parts 164.502(e) and 164.504(e) of the Code of Federal Regulations (CFR) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). CONTRACTOR further agrees to include the terms of this section in any subcontracts that may be executed pursuant to this Contract.

#### **ARTICLE VII. AMENDMENT AND ASSIGNMENT**

- A. This writing constitutes the entire Contract between ODM and CONTRACTOR with respect to all matters herein. Only a writing signed by both parties may amend this Contract. However, ODM and CONTRACTOR agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Contract without the necessity for executing written amendments. Any written amendment to this Contract will be prospective in nature.
- B. CONTRACTOR agrees not to assign any interest in this Contract nor transfer any interest in the Contract without the prior written approval of ODM. CONTRACTOR will submit any requests for approval of assignments and transfers to the ODM Contract Manager at least ten business days prior to the desired effective date. CONTRACTOR understands that any assignments and transfers will be subject to any

conditions ODM deems necessary and that no approval by ODM will be deemed to provide for any ODM obligation that exceeds the Contract amount specified in ARTICLE III of this Contract.

#### ARTICLE VIII. BUSINESS ASSOCIATE REQUIREMENTS UNDER HIPAA

- A. The definitions contained in this section are derived from federal law. Should there be any conflict between the meanings assigned in this Contract and the meanings defined in applicable federal law (even in the event of future amendments to law that create such conflict), the definitions found in federal law will prevail.
1. **General Definitions.** The following terms used in this Contract shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use.
  2. **Specific Definitions.**
    - a. HIPAA means the Health Insurance Portability and Accountability Act of 1996, the American Recovery and Reinvestment Act of 2009 (ARRA) and any other applicable federal statute or regulation.
    - b. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
    - c. Covered Entity means a health plan, a health care clearinghouse, or health care provider under 45 CFR 160.103.
    - d. Business Associate means a person or entity that, on behalf of the Covered Entity, maintains, performs, or assists in the performance of a function or activity that involves the use or disclosure of "Protected Health Information" under 45 CFR 160.103.
    - e. Protected Health Information (PHI) means individually identifiable information including but not limited to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined under 45 CFR 164.501 and any amendments thereto, received or sent on behalf of the Department.
- B. CONTRACTOR acknowledges that ODM is a Covered Entity under HIPAA. CONTRACTOR further acknowledges that it is a Business Associate of ODM, and, in carrying out the work described in this Contract, agrees to comply with all of the following provisions:
1. **Permitted Uses and Disclosures.** CONTRACTOR will not use or disclose PHI except as provided in this Contract or as otherwise required under HIPAA regulations or other applicable law.
  2. **Safeguards.** CONTRACTOR will implement sufficient safeguards, and comply with Subpart C of 45 CFR Part 164 pertaining to electronic PHI to prevent the use or disclosure of PHI other than as provided for under this Contract. Safeguards will be implemented for all paper and electronic PHI created, received, maintained, or transmitted on behalf of ODM.
  3. **Reporting of Disclosures.** CONTRACTOR agrees to promptly report to ODM any inappropriate use or disclosure of PHI that is not in accordance with this Contract or applicable law, including breaches of unsecured protected health information as required at 45 CFR 164.410 and any security incident the CONTRACTOR has knowledge of or reasonably should have knowledge of under the circumstances.
  4. **Mitigation Procedures.** CONTRACTOR agrees to coordinate with ODM to determine specific actions that will be required of the Business Associates for mitigation, to the extent practical, of the breach. These actions will include notification to the appropriate individuals, entities, or other authorities. Notification or communication to any media outlet must be approved, in writing, by ODM prior to any such communication being released. CONTRACTOR will report all of its mitigation activity to ODM and shall preserve all relevant records and evidence.

5. **Incidental Costs.** CONTRACTOR shall bear the sole expense of all costs to mitigate any harmful effect, of any breaches or security incidents of which CONTRACTOR has knowledge which are directly caused by the use or disclosure of protected health information by CONTRACTOR in violation of the terms of this Contract. These costs will include, but are not limited to, the cost of investigation, remediation and assistance to the affected individuals, entities or other authorities.
6. **Agents and Subcontractors.** CONTRACTOR, in compliance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) as applicable, will ensure that all its agents and subcontractors that create, receive, maintain, or transmit PHI from or on behalf of CONTRACTOR and/or ODM agree to have, in a written agreement, the same restrictions, conditions, and requirements that apply to CONTRACTOR with respect to the use or disclosure of PHI.
7. **Accessibility of Information.** CONTRACTOR will make available to ODM such information as ODM may require to fulfill its obligations to provide access to, provide a copy of any information or documents with respect to PHI pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 CFR 164.524 and 164.528 and any amendments thereto.
8. **Amendment of Information.** CONTRACTOR shall make any amendment(s) to PHI as directed by, or agreed to, by ODM pursuant to 45 CFR 164.526, or take other steps as necessary to satisfy ODM's obligations under 45 CFR 164.526. In the event that CONTRACTOR receives a request for amendment directly from the individual, agent, or subcontractor CONTRACTOR will notify ODM prior to making any such amendment(s). CONTRACTOR's authority to amend information is explicitly limited to information created by CONTRACTOR.
9. **Accounting for Disclosure.** CONTRACTOR shall maintain and make available to ODM or individuals requesting the information as appropriate, records of all disclosures of PHI in a Designated Record Set as necessary to satisfy ODM's obligations under 45 CFR 164.528. For every disclosure the record will include, at a minimum, the name of the individual who is the subject of the disclosure, the date of the disclosure, reason for the disclosure if any, and the name and address of the recipient to which the protected health information was disclosed.
10. **Obligations of Department.** When CONTRACTOR is to carry out an obligation of ODM under Subpart E of 45 CFR 164, CONTRACTOR agrees to comply with all applicable requirements of Subpart E that would apply to ODM in the performance of such obligation.
11. **Access to Books and Records.** CONTRACTOR shall make available to ODM and to the Secretary of the U.S. Department of Health and Human Services any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from ODM, or created or received on behalf of ODM. Such access is for the purposes of determining compliance with the HIPAA Rules.
12. **Material Breach.** In the event of material breach of CONTRACTOR's obligations under this Article, ODM may immediately terminate this Contract as set forth in ARTICLE IV, Section B. Termination of this Contract will not affect any provision of this Contract, which, by its wording or its nature, is intended to remain effective and to continue to operate after termination.
13. **Return or Destruction of Information.** Upon termination of this Contract and at the request of ODM, CONTRACTOR will return to ODM or destroy all PHI in CONTRACTOR's possession stemming from this Contract as soon as possible but no later than 90 days, and will not keep copies of the PHI except as may be requested by ODM or required by law, or as otherwise allowed for under this Contract. If CONTRACTOR, its agent(s), or subcontractor(s) destroy any PHI, then CONTRACTOR will provide to ODM documentation evidencing such destruction. Any PHI retained by CONTRACTOR will continue to be extended the same protections set forth in this Section, HIPAA regulations and this Contract for as long as it is maintained.
14. **Survival.** These provisions shall survive the termination of this Contract.

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

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

- A. If at any time, CONTRACTOR is not in compliance with the conditions affirmed in this Section, ODM will consider this Contract *void ab initio* and will deliver written notice to CONTRACTOR. Any funds the State of Ohio paid CONTRACTOR for work performed before CONTRACTOR received notice that the Contract is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
1. **Federal Debarment Requirements.** CONTRACTOR affirms that neither CONTRACTOR nor any of its principals or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. CONTRACTOR also affirms that within three years preceding this Contract neither CONTRACTOR nor any of its principals:
    - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
    - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
  2. **Qualifications to Conduct Business.** CONTRACTOR affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Contract period CONTRACTOR, for any reason, becomes disqualified from conducting business in the State of Ohio, CONTRACTOR will immediately notify ODM in writing and will immediately cease performance of all Deliverables.
  3. **Unfair Labor Practices.** CONTRACTOR affirms that neither CONTRACTOR nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify CONTRACTOR as having more than one unfair labor practice contempt of court finding.
  4. **[DELETE IF PUBLIC ENTITY] Finding for Recovery.** CONTRACTOR affirms that neither CONTRACTOR nor its principals or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
- B. If at any time CONTRACTOR is not in compliance with the conditions affirmed in this Section, ODM may immediately suspend or terminate this Contract and will deliver written notice to CONTRACTOR. CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time CONTRACTOR was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
1. **Americans with Disabilities.** CONTRACTOR, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
  2. **Fair Labor Standards and Employment Practices.**

- a. CONTRACTOR certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
- b. In carrying out this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.
- c. CONTRACTOR agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
- d. CONTRACTOR will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.

3. **Ethics and Conflicts of Interest Laws.**

- a. CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
- b. CONTRACTOR certifies, by executing this Contract, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
- c. CONTRACTOR agrees to refrain from promising or giving to any ODM employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. CONTRACTOR further agrees that it will not solicit any ODM employee to violate ORC 102.03, 2921.42, or 2921.43.
- d. CONTRACTOR agrees that CONTRACTOR, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of CONTRACTOR's functions and responsibilities under this Contract. If CONTRACTOR, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, CONTRACTOR agrees it will immediately disclose the interest in writing to the ODM Chief Legal Counsel at 50 West Town Street, Columbus, Ohio 43215-3414. CONTRACTOR further agrees that the person with the conflicting interest will not participate in any Deliverables until ODM determines that participation would not be contrary to public interest.

4. **Lobbying Restrictions.**

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

- c. CONTRACTOR, if a recipient of a federal award in excess of One Hundred Thousand and 00/100 Dollars (\$100,000.00), certifies compliance with the Byrd Anti-Lobbying Amendment, which at a minimum, attests CONTRACTOR will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC Chapter 1352.
5. **Child Support Enforcement.** CONTRACTOR agrees to cooperate with ODM and any child support enforcement agency in ensuring that CONTRACTOR and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
6. **Pro-Child Act.** If any Deliverables call for services to minors, CONTRACTOR agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
7. **Drug-Free Workplace.** CONTRACTOR, its officers, employees, members, any subcontractors and/or any independent contractors (including all field staff) associated with this Contract agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. CONTRACTOR will make a good faith effort to ensure that none of CONTRACTOR's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
8. **Work Programs.** CONTRACTOR agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
9. **MBE Subcontracting Requirements.** Pursuant to the Governor's Executive Order 2008-13S, ODM is committed to making more State contracts and opportunities available to Minority Business Enterprises (MBEs) certified by the Ohio Department of Administrative Services pursuant to ORC 123.151 and OAC 123:2-15-01. In order to fulfill this commitment, CONTRACTOR is required to use its best efforts to seek and set aside a portion of the work for this Contract for qualified MBE businesses wherever possible. In seeking MBE subcontractors, CONTRACTOR must:
- Utilize a competitive process to which only Ohio certified MBEs may respond;
  - Require the MBE to maintain its certification throughout the term of the Contract, including any renewals.
- CONTRACTOR shall indicate on all invoices submitted to ODM the dollar amount attributed to the goods or services provided by MBE subcontractors along with documentation of the MBE subcontractor's activities. CONTRACTOR shall report its monetary payments to the MBE subcontractor under this Contract monthly to the ODM Agreement Manager.
11. **[INSERT IF 1617 RFP] MBE Modification or Waiver of 15 Percent Requirement.** CONTRACTOR may apply for a modification or waiver of the 15 percent MBE subcontractor set-aside requirement; however, such modification or waiver request may be submitted no earlier than six months from the contract award and no later than two months prior to the completion of the Contract, whichever is sooner. CONTRACTOR may apply in writing, on a form prescribed by ODM, for a waiver or modification of the MBE set-aside requirement from the ODM Contract Manager. CONTRACTOR shall submit evidence acceptable to ODM demonstrating that CONTRACTOR made a good faith effort to seek MBE subcontractors, in order to justify the granting of a waiver or modification. Within 30 days of receipt of the request, ODM will determine whether CONTRACTOR's good faith efforts and submitted documentation justify the granting of a waiver or modification. If a waiver or modification is denied, CONTRACTOR will have an opportunity to attain the requirement before the

completion of the work. If CONTRACTOR fails to attain the requirement, CONTRACTOR may be found in non-compliance with the terms of this Contract.]

10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**

- a. CONTRACTOR certifies that by executing this Contract, it has reviewed, understands, and will abide by the Governor's Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.
- b. Prior to performing any services, and when there is a change in the location of any services provided under this Contract, CONTRACTOR must disclose:
  - (1) The location(s) where all services will be performed by CONTRACTOR or any subcontractor;
  - (2) The location(s) where any state data associated with any of the services through this Contract will be accessed, tested, maintained, backed-up, or stored; and
  - (3) The principal location of business for the contractor and all subcontractors.
- c. CONTRACTOR also affirms, understands, and agrees to immediately notify ODM of any change or shift in the location(s) of services performed by CONTRACTOR or its subcontractors under this Contract, and no services shall be changed or shifted to a location outside of the United States.
- d. Termination, Sanction, Damages: ODM is not obligated and shall not pay for any services provided under this Contract that CONTRACTOR or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Contract, and CONTRACTOR shall immediately return to ODM all funds paid for those services.

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

10. **[UNIVERSITY] Expenditure of Public Funds for Offshore Services—Executive Order Requirements.** CONTRACTOR, a public university, certifies that by executing this Contract, it has reviewed and understands ODM's obligation under Governor's Executive Order 2011-12K, and will perform no services required under this Contract outside of the United States.

11. **Combatting Trafficking in Persons.**

- a. CONTRACTOR agrees that it is in compliance with the Federal Acquisition Regulation (FAR) for Combatting Trafficking in Persons, 48 CFR Subpart 22.17, in which "the United States Government has adopted a zero tolerance policy regarding trafficking in persons." The provisions found in 48 CFR Subpart 52.2, specifically Subpart 52.222-50 are hereby incorporated into this CONTRACT by reference.
- b. CONTRACTOR, its employees, its subcontractors, or subcontractor's employees are prohibited from the following activities:
  - (1) Engaging in severe forms of trafficking in persons during the period of performance of the Contract;
  - (2) Procuring commercial sex acts during the period of performance of the Contract; or
  - (3) Using forced labor in the performance of the Contract.

- c. CONTRACTOR agrees that it shall notify its employees, and require all of its subcontractors to notify their employees, of the prohibited activities described in the preceding paragraph.
  - d. ODM has the right to immediately and unilaterally terminate this Contract if any provision in this Section is violated and ODM may implement section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104), see 2 CFR Part 175.
12. **Civil Rights Assurance.** CONTRACTOR hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).
  13. **Clean Air Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Regional Office of the United States Environmental Protection Agency (USEPA) and ODM.
  14. **Energy Policy and Conservation Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act in accordance with 42 U.S.C. 6201. Violations must be reported to the Regional Office of the USEPA and ODM.
  15. **Solid Waste Disposal.** CONTRACTOR agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the USEPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding federal fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the USEPA guidelines.
  16. **Experimental, Developmental, or Research Work.** If applicable, if CONTRACTOR enters into a subcontract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable federal and state regulations.
  17. **Certification of Compliance.** CONTRACTOR certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

#### **ARTICLE X. BUSINESS CONTINUITY PLAN**

- A. CONTRACTOR recognizes that certain services under this Contract are vital to ODM and must be continued without interruption. CONTRACTOR shall be prepared to continue providing such services identified by ODM, during periods of disaster, crisis, or other unexpected break in services based upon a Business Continuity Plan (Plan). CONTRACTOR is required to implement and maintain a sustainable Plan throughout the term of this Contract, and provide the Plan to ODM upon request. The Plan will, at a minimum:
  1. Enable continued performance under this Contract in the event of a disaster or other unexpected break in services; and
  2. Ensure the continuity for identified vital services and supporting facilities.
- B. For purposes of this Article, the term "disaster" means an unanticipated incident or event, including, but not limited to, force majeure events, technological accidents or human-caused events that may cause a material service or critical application to be unavailable without any reasonable prediction for resumption; or causes

data loss, property damage or other business interruption without any prediction for recovery within a commercially reasonable time period.

## ARTICLE XI. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between ODM and CONTRACTOR. CONTRACTOR further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Contract. CONTRACTOR agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law. CONTRACTOR acknowledges and agrees any individual providing personal services under this Contract is not a public employee for the purposes of Chapter 145 of the Revised Code. Pursuant to ORC 145.038, ODM is required to provide individuals and business entities with fewer than five employees the Independent Contractor Acknowledgment (Form PEDACKN), please see Attachment A. This form requires CONTRACTOR to acknowledge that ODM has notified CONTRACTOR that he or she has not been classified as a public employee and no OPERS contributions will be made on his or her behalf for these services. If CONTRACTOR is a business entity with fewer than five employees, please have each employee complete the PEDACKN form, the first two pages of Attachment A. If CONTRACTOR is not an individual or a business entity with fewer than five employees, please complete page 3 of Attachment A.
- B. **Limitation of Liability.** To the extent allowable by law, CONTRACTOR agrees to defend, indemnify and hold ODM, its officials, employees and agents harmless from and against any and all liability, loss and expense (including reasonable attorneys' fees) or claims for personal injury, property damage, patent and copyright infringement, or for any liability or claims under ARTICLE VIII above ("Business Associate Requirements Under HIPAA"), and/or any other type of claim that arises from the performance of the Deliverables under this Contract. CONTRACTOR's sole and exclusive remedy for any ODM failure to perform under this Contract will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this Article. In no event will ODM be liable for any indirect or consequential damages, including loss of profits, even if ODM knew or should have known of the possibility of such damages. To the extent that ODM is a party to any litigation arising out of or relating in any way to this Contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio. Subject to ORC 109.02, CONTRACTOR agrees to defend ODM against any such claims or legal actions if called upon by ODM to do so.
- B. **[PUBLIC ENTITY] Limitation of Liability.** Each party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each party further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Contract will impute or transfer any such liability or responsibility from one party to the other. To the maximum extent permitted by law, the parties' liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to CONTRACTOR under ARTICLE III or the actual amount of direct damages incurred by any party—whichever is less. In no event will either party be liable for any indirect or consequential damages, including loss of profits, even if a party knew or should have known of the possibility of such damages.
- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, CONTRACTOR agrees to defend any suit or proceeding brought against ODM, any official or employee of ODM acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by CONTRACTOR. ODM will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODM may participate in the defense of any such action. CONTRACTOR agrees to pay all damages and costs awarded against ODM, any official or employee of ODM in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section C. If any information and/or assistance is furnished by ODM at CONTRACTOR's written request, it is at CONTRACTOR's expense. If any of the materials, reports, or studies provided by CONTRACTOR are found to be infringing items and the use or publication thereof is enjoined, CONTRACTOR agrees to, at its own expense and at its option, either procure the right to publish

or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of CONTRACTOR under this Section survive the termination of this Contract, without limitation.

- D. **Liens.** CONTRACTOR will not permit any lien or claim to be filed or prosecuted against ODM or the State of Ohio because of any labor, services, or materials furnished. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to CONTRACTOR in connection with this Contract, ODM or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to CONTRACTOR under this Contract.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE V. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by CONTRACTOR's subcontractor(s) will be considered controllable by CONTRACTOR, except for third-party manufacturers supplying commercial items and over whom CONTRACTOR has no legal control. The final determination of whether an instance of delay is excusable lies with ODM in its discretion.
- F. **Counterpart.** This Contract may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same contract.

## ARTICLE XII. CONSTRUCTION

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

Signature Page Follows: Remainder of

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**OHIO DEPARTMENT OF MEDICAID  
CONTRACT FOR SERVICES**

**SIGNATURE PAGE**

**C-1617-00-0000**

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS CONTRACT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF MEDICAID.

Vendor Name

Ohio Department of Medicaid

\_\_\_\_\_  
Authorized Signature (Blue Ink Please)

\_\_\_\_\_  
John B. McCarthy, Director

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

50 West Town Street  
Columbus, Ohio 43215

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

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

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

For Review Purposes Only