

**AMENDMENT THREE (3)
FOR
0A1280**

DATE AMENDMENT ISSUED: February 25, 2020

The State of Ohio, through the Department of Administrative Services, for the Ohio Department of Veterans Services is requesting proposals for:

ODVS Electronic Health Record (EHR) System RFP

The attached is an Amendment for the Request for Proposals listed above. Please use the replacement page(s) contained in the Amendment to replace the corresponding page(s) previously in the Request for Proposals.

Specifications and requirements that have been revised are **highlighted**, **bolded**, surrounded by ****bolded double asterisks**** and, when applicable, ~~strikethrough~~

- Credits to incentivize Contractor performance
- **Overall Contract Performance** – An overall performance score of Contractor across all SLs. The overall performance score is linked to governance and escalation processes as needed to initiate corrective actions and remedial processes

SL-Specific Performance Credits

Each SL will be measured using a “Green-Yellow-Red” (GYR) traffic light mechanism (the “Individual SL GYR State”), with “Green” representing the highest level of performance and “Red” representing the lowest level of performance.

A financial credit will be due to the State (a “Performance Credit”) in the event a specific Individual SL GYR State falls in the “Yellow “or “Red” State. The amount of the Performance Credit for each SLA will be based on the Individual SL GYR State. Further, the amounts of the Performance Credits will, in certain cases, increase where they are imposed in consecutive months.

~~The State believes that, based on operating several very large-scale systems under managed services agreements with a variety of leading industry Contractors, these SLAs are aligned with the market, achievable under reasonable Contractor scope and effort considerations, and are specific, measurable, and actionable for both the State and Contractor to measure performance and seek corrective actions. The State has chosen these levels to be realistic and does not have the view that “generally green” future performance for a period of time does not excuse Contractor deficiencies that result in a red or yellow condition that impacts under a past operating condition, State operations, or service quality. Therefore, **~~No Contractor recovery or “earn-backs” are permitted under this agreement.**

The Contractor will not be required to provide Performance Credits for multiple Performance Specifications for the same event or incident, with the highest Performance Credit available to the State for that particular event to be applicable. For the avoidance of doubt, a single incident or event that may impact multiple SLA categories will only be calculated on a single SLA category that is most applicable to the incident or event and not multiple categories.

On a quarterly basis, there will be a “true-up” at which time the total amount of the Performance Credits will be calculated (the “Net Amount”), and such Net Amount will be set off against any fees owed by the State to the Contractor on the next scheduled or presented Contractor invoice to the State.

Moreover, in the event of consecutive failures to meet the SLs, the Contractor will be required to credit the State the maximum Credit under the terms of this document.

Contractor will not be liable for any SL caused by circumstances beyond its control, and that could not be avoided or mitigated through the exercise of prudence and ordinary care, provided that Contractor takes all steps to minimize the effect of such circumstances and to resume its performance of the Services in accordance with the SLAs as soon as possible.

