

**The Ohio Department of Medicaid**

**QI Capacity Building**

**ODMR20210005**

**Due Date**

**December 18, 2019**

## QI Capacity Building ODMR20210005

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**OHIO DEPARTMENT OF MEDICAID REQUEST FOR PROPOSALS (RFP):  
QI CAPACITY BUILDING  
ODMR20210005**

**SECTION I. PURPOSE**

**1.1 General Overview**

The selected supplier will assist the Ohio Department of Medicaid (ODM) in improving the health of Ohio's Medicaid population using rapid-cycle quality improvement (QI) methods similar to those used by the Institute for Healthcare Improvement (IHI-like QI) to collaboratively and transparently trigger insights and develop effective interventions that can more reliably produce improvements. Specific work will involve assisting ODM in accelerating improvements in population health outcomes by building internal and external QI capacity. The work will also involve leading the QI components within ODM sponsored-projects, and by serving as the clinical lead for ODM-sponsored projects in the maternal and infant health space and assisting in the building of ODM's QI capacity.

ODM releases this Request for Proposals (RFP) to solicit bids for the purpose of obtaining a nationally recognized supplier with an understanding of systems and design thinking. The selected supplier should have experience building the capacity of multiple entities (i.e., government agencies, health insurers, clinical practices, industry and communities) to collaboratively apply IHI-like QI to improve population health outcomes for the Medicaid and Medicare-Medicaid dually eligible populations. Core tenants critical to building the capacity of ODM and its partners to improve health outcomes include: attention to equitable care as a strategy to reduce disparities, a dedication to high-quality services and best practices that incorporate the voice of the customer, and an all-teach-all-learn mindset.

Suppliers should have expertise in assisting Medicaid, state agencies, managed care plans (MCPs), and clinical practices in identifying realistic opportunities for improvement. This will require close consultation with ODM to establish specific goals, build theories of change, identify and prioritize key drivers, and test interventions using Plan-Do-Study-Act (PDSA) cycles and ramps. Demonstration of prior success in QI leadership, training, systems and design thinking, consulting expertise, and improving population health outcomes will be of paramount importance in the supplier selection process.

**1.2 Background**

Ohio Medicaid serves approximately 20% of Ohio's population and pays for more than half of Ohio's births. Nearly 90% of the approximately three million individuals served by Medicaid or the MyCare Medicare-Medicaid dually eligible program receive person-centered, coordinated care through one of the five contracted MCPs. The contracts for ODM's five Medicaid and five MyCare MCPs outline Ohio Medicaid's expectations for effective program structure and population health management. ODM requires that MCPs implement a population health management strategy that is focused on identification of clinical cohorts that align with the five ODM population streams (healthy children, healthy adults, women and infants, chronic conditions, and behavioral health). Following identification, MCPs are required to risk stratify their populations so that interventions can be targeted, and resources can be allocated based on a member's needs. Programming then is tailored by population stream and risk level and continuous QI strategies are used to continually improve upon this programming.

In October of 2014, ODM began the journey towards using rapid-cycle QI science by receiving approval from the Centers for Medicare and Medicaid Services (CMS) to transition federally required Performance Improvement Projects (PIPs) to a rapid cycle QI design based on IHI-like QI. This approach to continuous QI strategy uses PDSA cycles to quickly identify best practices, allowing for an agile approach to QI that is not undermined by ambiguity and does not subject the organization to substantial investments in solutions that are not backed by acquiring some level of evidence of effectiveness.

Since 2014, ODM has achieved success with an IHI-like QI approach through efforts aimed at improving birth outcomes and reducing infant mortality. For example, the Progesterone Performance Improvement Project (Progesterone PIP), which focused on increasing the initiation of progesterone to prevent preterm birth, required payer commitment to achieve improvement. Efforts by ODM's contracted MCPs to prevent pregnant Medicaid women from losing coverage during pregnancy and to remove administrative burdens identified by clinical and other health system providers resulted in a 17 percent decrease in preterm birth among Medicaid women and a 20 percent decrease among African American women over a two-year period.

Based on the lessons learned from the Progesterone PIP, ODM began building the capacity of the Medicaid program to improve quality within other populations. Over the past year, ODM has built internal capacity by hiring and training staff to assist our MCPs in QI activities.

### **1.3 Objectives**

The contracted work will involve working closely with ODM's clinical and QI team to:

1. Develop QI expertise within ODM to develop and manage a complex QI portfolio, including ODM and MCPs projects within multiple population streams, such as healthy children, multisystem youth, healthy adults, women's health, chronic conditions, and behavioral health. The selected Supplier will:
  - a. Assist in building ODM staff capacity to develop and manage a complex portfolio of improvement projects across ODM's populations of focus;
  - b. Assist ODM improvement staff in continuing to build skills in the use of QI tools and methods;
  - c. Assist ODM improvement staff in continuing to build skills in providing guidance to ODM-contracted MCPs in the use of improvement tools and methods; and
  - d. Provide a framework for gauging increased QI proficiency within ODM and within the ODM-contracted MCPs. This framework will allow ODM to ascertain staff development within ODM and QI culture development within the MCPs.
2. Serve as the QI lead for ODM initiated improvement projects involving collaboration with multiple project partners (e.g., ODM-contracted MCPs, ODM-contracted clinical lead, ODM-contracted data management, ODM-contracted project coordination/facilitation, recruited clinical practices, other state agencies, community-based organizations, non-traditional health workers, etc.).

This includes, but is not limited to, ODM efforts in the realm of maternal and infant health and substance use disorders, as well as CMS-required MCPs PIPs and MyCare QI projects (QIPs), such

as the Diabetes QI Project (Diabetes QIP) currently in the planning phase with implementation expected in State Fiscal Year (SFY) 2021.

Serving as the QI lead will include collaborating with all members of the project team (ODM, clinical lead, data management lead, clinical practices, and payer partners) to do all of the following:

- a. Establish a cohesive workplan with deliverables, milestones, and timelines across all phases of improvement projects, initiation, planning, implementation, monitoring, sustainability, and spread.
- b. Establish specific goals, outcomes, processes, and balancing measures for outcome and process measure improvement, including the reduction of disparities.
- c. Coach QI project teams, including clinical and payer partners, in the use of QI tools and methods with the goal of assisting the clinical teams and MCPs in developing their own insights and QI proficiency.
- d. Assist ODM and other project partners in the collaborative development of a change package that, in addition to best clinical practices and lessons learned from previous initiatives, also incorporates interventions under the influence of the payer to remove administrative burdens to, and support the implementation of, best clinical practice.

Two previous efforts involved:

- (1) Multiple ways clinicians and nontraditional health partners could be efficient in identifying patients and communicating their needs to payers; and
  - (2) A focus on the different ways payers could eliminate administrative burdens within their systems so that patients received consistent streamlined responses to reasonable requests. Interventions may also capitalize on integrating existing multi-agency resources and including less traditional health partners to underscore person-centered care and the holistic approach ODM is taking at a time in which most disparity gaps are widening.
- e. Partner with ODM and ODM's MCPs, as well as the project's clinical lead and data management lead, to identify and refine interventions through testing. Then develop methods for sustaining and spreading proven interventions for maximum collective impact as part of developing the change package.

The change packages should align to clearly articulate the "theory of change" through the effective use of key driver diagrams (KDDs). It is mandatory to have constant focus on the patient experience and outcome, taking into consideration social and cultural challenges.

- f. Advise the data management lead on the use of appropriate data methods and feedback processes to support QI efforts. This includes providing partners with guidance in: the frequency (i.e., at least biweekly) of data collection; the frequency of data analysis and sharing with participating partners; and the annotation of interventions and interpretation of statistical process control charts.
- g. Assist project partners in developing and implementing sustainability and spread plans.

3. Serve as the Clinical Lead for improvement projects that address Women and Infant Health. Current projects in this area are Progesterone, Smoke Free Families Perinatal, and MOMS+. More detail on each of these projects can be found in the Program Resource Library.

More detail on the scope of work and deliverables for these efforts can be found in Section IV of this RFP

#### **1.4 Program Resource Library**

ODM recognizes that interested applicants may not be familiar with some of the documents referenced in this RFP, and has therefore created a Resource Library which may be accessed on the ODM website at: <https://www.medicaid.ohio.gov/RESOURCES/Legal-and-Contracts/RFPs>.

#### **1.5 Glossary**

- Action Period (AP) Calls: Calls occurring during the periods between Learning Sessions in which teams give progress reports on their testing and implementing of changes in their local settings with the aim of building collaboration and support for organizations as they try out new ideas. These calls may also incorporate presentations by subject matter experts with regard to promising practices and the establishment of best practices. The focus is sharing information and learning from one another, with participant feedback and comments considered to be just as important as information from presenters.
- CFR: Code of Federal Regulations
- Change Package: A compendium of intervention strategies initially based upon best practices and subject matter expert experience which is refined throughout the QI project to reflect the result of iterative intervention testing. A final change package representing project learning is produced as a final deliverable.
- CMS: Centers for Medicare and Medicaid Services
- Control Charts/Shewart charts: A time series graph used to study how a process changes over time. A control chart uses the average as the center line, an upper line for the upper control limit and a lower line for the lower control limit that are three standard deviations from the average. Control charts are used to help differentiate between common cause and special cause in order to determine whether changes are resulting in the expected improvement over time.
- DAS: Department of Administrative Services
- Failure Mode and Effects Analysis (FMEA): A common process analysis tool involving a step-by-step approach for identifying all possible failures in a design, a process, or a product or service.
- HIPAA: Health Insurance Portability and Accountability Act of 1996
- IHI: Institute for Healthcare Improvement
- Key Driver Diagrams (KDDs): A visual depiction of a project's theory of improvement which contains the project's Specific Measurable Achievable Realistic Timebound (SMART) Aim, key drivers that define what essential factors are hypothesized to lead to

change in the SMART Aim, and interventions that operationalize how these ideas or change concepts may result in that change.

- Learning Collaboratives: A learning system that brings together several teams to seek improvement in a focused area.
- Learning Sessions: Face-to-face meetings that bring together multidisciplinary teams that are part of a Learning Collaborative. The face-to-face meetings offer an opportunity for networking and exchanging of ideas in the spirit of “all teach; all learn”.
- MAT: Medication Assisted Treatment
- Model for Improvement: An improvement framework developed by Associates in Process Improvement (*The Improvement Guide*, Jossey-Bass, 1996) consists of four key elements of successful process improvement: defining specific and measurable aims, identifying measures of improvement and tracking them over time, key changes that will result in the desired improvement, and a series of testing “cycles” during which teams learn how to apply key change ideas to their own organizations.
- MOMS/MOMS+: Maternal Opioid Medical Supports/Maternal Opioid Medical Supports Plus for mothers and infants project is an effort designed to improve maternal and infant health outcomes and family stability while reducing costs by establishing and spreading best practices for the longitudinal co-care of the infant/mother dyad peripartum and newborn care. Additional information can be found in the Program Resource Library
- NAS: Neonatal Abstinence Syndrome project now combined with MOMS to create MOMS+. Additional information can be found in the Program Resource Library
- ODM: Ohio Department of Medicaid
- ODM improvement staff: ODM staff engaged in working with multiple stakeholders to improve population health outcomes and reducing disparities.
- OBM: Office of Budget and Management
- ORC: Ohio Revised Code
- OUD: Opioid Use Disorder
- Pareto charts: A chart, containing both a bar and line graph, that orders the frequency of problems or causes in a process to aid in the planning and prioritizing of interventions.
- PDSA cycles: Small tests of change for quickly determining whether the implementation of an intervention had the intended outcome.
- PDSA ramp: Multiple PDSA cycles that evolve from the results (Study) and sequentially build upon of the previous PDSA and are focused on testing one change idea or theme
- PIP: Required by CMS, Performance Improvement Projects are subsets of QIPs that are evaluated by Ohio’s External Quality Review Organization (EQRO).
- PO: Purchase Order
- PRAF: The paper version of ODM’s official Pregnancy Risk Assessment Form
- PRAF 2.0: The web-based version of the PRAF

- QI: Quality Improvement
- QI Collaborative: Modeled after the IHI Breakthrough Series Model and used to manage large-scale improvement projects with multiple clinical sites and stakeholders (*The Breakthrough Series: IHI's Collaborative Model for Achieving Breakthrough Improvement*. IHI Innovation Series white paper. Boston: Institute for Healthcare Improvement; 2003. (Available on [www.IHI.org](http://www.IHI.org))
- QIP: Quality Improvement Project
- Run Charts: A graphical display of observed outcome or performance data in a time sequence in which shifts or trends in data allow the user to assess the effectiveness of change
- SFF: Smoke Free Families project devoted to reducing smoking during pregnancy
- SMART Aim: A method for writing project goals so that they are Specific, Measurable, Achievable/Attainable, Relevant/Realistic, and Time bound. In general, the format for a SMART Aim is written as “Increase/Decrease” outcome from baseline #/% to goal #/% by a specific month, day and year. SMART Aims answer the IHI Improvement Model question of “What are we trying to accomplish”.
- Spread: Actively disseminating best practice and knowledge about every intervention and implementing each intervention in every available setting. This may include testing the intervention with new populations to determine what, if any, adaptations need to be made
- Statistical Process control (SPC) charts: A graph allowing users to assess the impact of changes to the system by examining variation in a process over time (e.g., run charts and control charts).
- SUD: Substance Use Disorder
- Sustainability Plan: Locking in the progress that has been made already and continually building upon it.
- Voice of the Customer (VOC): The process of capturing member and clinical provider’s expectations, preferences, barriers, and aversions to assist in the identification of the root cause(s) of problems or barriers and prioritization of potential interventions.
- Women and Infant Health (WIH) Population: Women of reproductive age (15-44), including pregnant women, and their children under the age of 1 year.

## 1.6 Statutory Authority

Under 42 CFR 438.330 (Quality assessment and performance improvement program) states must require contracted MCPs to conduct performance improvement projects designed to achieve significant improvement over time in health outcomes and enrollee satisfaction. QI work undertaken by the selected supplier will assist the MCPs in fulfilling this requirement.

## SECTION II. PROCUREMENT PROCESS INFORMATION

### 2.1 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
November 15, 2019	ODM releases RFP on ODM and DAS websites; Question & Answer (Q&A) period opens. - RFP becomes active; suppliers may submit inquiries for RFP clarification.
November 27, 2019	Q&A period for supplier questions closes at 8 a.m. on this date. - <b>No further inquiries for RFP clarification will be accepted.</b>
<b>12:00 p.m.</b> January 2, 2020	<b>Deadline for suppliers to submit proposals to ODM (12 p.m. EST).</b> - This begins the ODM process of proposal review. <b>LATE BIDS WILL NOT BE CONSIDERED. NO EXCEPTIONS WILL BE MADE.</b>
January 24, 2020	ODM issues contract award notification letter (estimated). - <b>Suppliers 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, 2020	Controlling Board review of contract ( <i>estimated—2020 Controlling Board schedule not posted as of the posting of this RFP</i> ). - <b>Contract with the selected supplier may require review and approval.</b>
March, 2020	Implementation ( <i>estimated - following notification of all contractual and funding approvals</i> ). - <b>ODM contracts are not valid and effective until the Ohio Office of Budget &amp; Management approves the purchase order.</b>
Three biennial periods ending June 30, 2025	Possible contract and renewal period(s).

ODM reserves the right to revise this schedule if needed and/or to comply with the 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 supplier 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 supplier 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 March 1, 2020 through June 30, 2021, with the possibility for two renewal contracts that would be in effect for State Fiscal Year (SFY) 2022 and SFY 2023 and SFYs 2024 and 2025 contingent upon satisfactory performance,

continued availability of funding, and all required approvals. Renewal may be subject to approval by the Controlling Board.

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

Potential suppliers or other interested parties may submit clarifying questions regarding this RFP during the Q&A Period as outlined in Section II, 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. This link provides access to the posting on the Department of Administrative Services (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 supplier (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 an 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 DAS website dedicated to this RFP for public reference by any interested party. ODM will not provide answers directly to the suppliers (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,” suppliers and others should select “View Q and A.” ODM strongly encourages suppliers to ask questions early in the Q&A period so that answers can be posted with sufficient time for follow-up questions.

Supplier 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 suppliers to check this site on a regular basis for responses to questions, as well as for any addenda, alerts, or other pertinent information regarding this RFP. Once submitted questions have been answered, responses 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 supplier 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 suppliers 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) 502-7117 for guidance.

### **2.3 Communication Prohibitions**

From the date this RFP is issued until a contract is awarded, there may be no communications concerning the RFP between any supplier 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 2.2, 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 supplier that could submit a proposal in response to this RFP; and
3. As part of any supplier 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 suppliers may result in the disqualification of those suppliers' proposals.

If interested suppliers need to communicate regarding this RFP, they must contact ODM using one of the mechanisms above. Suppliers 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. Any communication considered prohibited, or proposals not submitted to the proper address, may disqualify suppliers from participation in this RFP.

### **2.4 Addenda to the RFP**

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

## **SECTION III. SUPPLIER QUALIFICATIONS AND EXPERIENCE**

### **3.1 Mandatory Requirements**

- A. Suppliers **MUST** meet and provide proof, in the form of references and supporting documentation, of, at minimum, **ALL** of the following qualifications. Suppliers who do not meet **ALL** the below requirements will be disqualified from further consideration for contract award. Through the work

experience detailed in Paragraph B of this section, suppliers must be able to demonstrate that they have:

1. Access to or the capacity to successfully develop and sustain statewide, multi-stakeholder collaborative efforts dedicated to improving health within ODM's population streams;
  2. Minimum of five (5) years designing and implementing QI collaboratives involving payers and clinicians;
  3. Minimum of five (5) years of demonstrated success, as illustrated by letters of reference or other supporting documentation, in providing advanced training and technical assistance (TA) to non-profits, government entities, industry, health insurers, and health care providers in the application of the IHI-like QI and associated QI tools to achieve accelerated results;
  4. Minimum five (5) years of demonstrated success building and sustaining QI collaborations among competing providers and organizations;
  5. Minimum five (5) years of demonstrated success incorporating VOC into improvement initiatives;
  6. Minimum five (5) years of demonstrated population health management success, including setting strategic priorities, portfolio development, and transparently using actionable data;
  7. Minimum five (5) years of demonstrated success working with health care providers (including hospitals) and payers on QI initiatives;
  8. Demonstrated evidence of previous success working with Medicaid's clinical practice sites (Medicaid providers) to implement QI projects, especially projects addressing women and/or infant health;
  9. Evidence of successful engagement of clinical practice sites and/or provider associations; and
  10. An understanding of the unique characteristics of Ohio which influence healthcare delivery, health outcomes, and health disparities, as well as the collaborative partnerships needed to achieve improvement.
- B. The supplier must list each work experience separately and completely specify how the work experience fulfills, helps to fulfill, or is relevant to the experience required above. To promote a more comprehensive understanding, the supplier may create a chart that cross-walks each reference with the relevant area of work experience and may refer to that chart as appropriate.

Each work experience, including references, must be limited to two pages and include the following information:

1. **Contact Information.** The supplier must provide a client contact name; job title and company or agency at the time the work was performed; current job title and company or agency; and current phone number, email address, and mailing address. The supplier also must include the same information for an alternate client contact. The contact information given must be for a person within the client's organization, not within the supplier's organization, subsidiaries, partnerships, etc. Failure to provide this information or provision of information that is inaccurate or out of date may result in ODM not including the reference or work experience in the evaluation process or rejecting the supplier's proposal.

2. **Work Name.** The supplier must provide the name or title for the work, such as a project name, from which it obtained the mandatory experience.
  3. **Dates of Experience.** The supplier must provide a beginning month and year and an ending month and year, not just the length of time the supplier was engaged by the reference.
  4. **Description of the related service provided.** The supplier must state the experience demonstrated by this project, including the capacity in which the work was performed, the role of the supplier on the work, an approximate number of hours of work performed by the supplier on this project, demonstrated success related to the work. It is the supplier's responsibility to customize the description to clearly substantiate the qualification and its specific relevance to the work described by this RFP.
  5. **Description of how the related work experience fulfills, helps to fulfill, or is relevant to the experience required above and shows the supplier's experience, capability, and capacity to fulfill the requirements of any contract awarded resulting from this RFP.**
  6. **Meet the requirements in Attachment A, Required Supplier Information and Guidelines, by completing and submitting all required forms.**
  7. **Submission with proposal of a selected Ohio certified Minority Business Enterprise (MBE) subcontractor assigned, at a minimum, job duties that will equate to a minimum of 15 percent of the total dollar amount of the contract per SFY. This requirement is further described in Section IX.**
- C. If the submitting organization is a State of Ohio Minority Business Enterprise (MBE), Encouraging Diversity, Growth and Equity (EDGE) supplier, or Veteran Business Enterprise (VBE), provide copy of current certification(s) from DAS.

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

Proposals should demonstrate, through the submission of references and submitted documentation outlined in 3.1, significant organizational expertise of the Supplier. Proposals must include, at a minimum, the following demonstrated experience as detailed below. As part of the evaluation process, suppliers are to provide the following information to be scored by ODM:

1. Evidence that the successful supplier has over five (5) years of demonstrated success in:
  - a. Developing the capability of organizational leaders and staff to apply the concepts of IHI-like QI and to lead projects incorporating these concepts;
  - b. Accelerating and measuring organizational culture change to an improvement-focus, incorporating systems thinking and person-centered design;
  - c. Leading multi-stakeholder improvement initiatives that incorporate input from Medicaid providers and recipients, as well as rapid cycle testing, and the use of data to improve population health outcomes in community-based and primary care settings;
  - d. Connecting and collaborating with national experts in these fields to leverage the best of what is known about best practice across the country –at both practice and payer levels;

- e. Recruiting clinical partners to advise and test interventions aimed at removing administrative barriers and establishing best clinical practice;
- f. Developing and implementing methods for gathering data and providing data feedback to illustrate intervention effectiveness and improved outcomes;
- g. Experience in working with the Medicaid and Medicare community, community-based and primary care practices, and MCPs on diabetes initiatives with an emphasis on health equity and the social determinants of health;
- h. Have demonstrated experience and knowledge of the following: Medicaid beneficiaries, policies, data systems, and processes; managed care delivery systems, organizations, and financing; quality assessment and improvement methods; QI project design and methodology; and QI-related statistical analysis (e.g., statistical process control); and
- i. Applying an understanding of variation in healthcare utilization, identifying best practices, and leading interventions for improving care primarily in community-based and primary care settings.

**3.3 Staff Experience and Capabilities** – Proposals should demonstrate significant expertise by assigning staff with the following requirements and capabilities to key leadership roles. Proposals must include resumes or curriculum vitae for the positions detailed in this section. Proposals must include, at a minimum, the following key staff positions with demonstrated experience as detailed below, as well as a staffing chart estimating the amount of time for each position below that will be devoted to each project.

The proposal must demonstrate how the key staff's qualifications and experience are sufficient to perform the functions required by this RFP by providing a narrative description of the project team member(s) assigned to accomplish the work called for and identifying each person who will actually work on the project and the location where the work by each person will be performed.

If any of the above qualifications are met through the experience and qualifications of subcontracted personnel, the supplier must identify, in accordance with the procedures detailed in Section 3.5, each subcontracted person, the company (if applicable) for which the subcontracted person works, and the position, identified in section 3.3 A-D, for which the supplier is proposing this person.

**A. Quality Improvement Director:**

1. Must have at least a master's degree (or equivalent) and at least five (5) years of experience in managing healthcare portfolios of improvement efforts for a broad view of integrated systems driving improved population health outcomes.
2. Must have at least five (5) years of experience directing quality improvement coordinators (QICs) in provision of QI coaching across a variety of organizations, including clinical and payer entities.
3. Provides overall guidance and vision to the project.
4. Provides training and work plans for QICs, including implementation targets or milestones, and monitoring metrics to ensure progress.

5. Conducts bi-weekly one-on-one updates with QICs to measure progress.

**B. Quality Improvement Coordinator(s):**

1. Must have at least a bachelor's degree (or equivalent experience) with at least three (3) years of experience leading projects with multi-disciplinary teams using IHI-like QI methods, including facilitating the planning and execution of PDSAs and the creation, annotation and interpretation of run and control charts.
2. Must have at least three (3) years of QI coaching experience across a variety of organizations, including clinical and payer entities.
3. Must have at least two (2) years in QI portfolio management.

**C. Quality Analyst(s):**

1. Must have at least a bachelor's degree (or equivalent experience) with at least three (3) years' experience meeting the analytic needs of QI projects, including measurement development, goal setting, and data analysis using statistical process control tools.
2. Analysts should be able to translate academic training into practical problem solving. In addition to statistical process control techniques, skills needed may include but are not limited to data analysis, data cleaning, critical thinking skills, and working independently, as well as collaboratively.

**D. Women and Infant Health Clinical Lead:**

1. Must have at least a master's degree (or equivalent experience) with at least three (3) years' experience leading projects intended to improve clinical outcomes.
2. Provides clinical vision and guidance to projects in the Women and Infant health space.
3. Advises project partners in clinical aspects of the project.
4. Guides the recruitment of clinical partners to advise in the design and/or actively participate in the QI project.

**3.4 Replacement of Key Personnel**

1. Upon execution of a Contract, ODM must approve replacement of any key personnel. 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. Contractor's notice to ODM to remove or replace key personnel must include two qualified replacement candidates' resumes with detailed documentation of the proposed candidate's experience with projects of similar size and scope to the subject of this RFP.
2. If the Contractor removes key personnel from this 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 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. ODM also may provide the Contractor with written notice of its default under this section, which the Contractor must cure within 30 days. Should the Contractor fail to cure its default within the 30-day cure period, the Contract may be terminated immediately for cause, and ODM will be entitled to damages in accordance with the Suspension and Termination Section of the executed Contract due to the removal. Should ODM assess liquidated damages, or otherwise be entitled to damages under this provision, it may offset these damages from any fees due under the Contract.

3. ODM has an interest in ensuring that its operations are carried out in an efficient, professional, legal, and secure manner. Therefore, ODM will have the right to require the Contractor to remove any individual involved in the Project, if ODM determines that any such individual has or may interfere with the State's interests identified above. In such a case, the request for removal will be treated as a case in which an individual providing services under the Contract has become unavailable, and the Contractor must follow the procedures identified above for replacing unavailable Key Personnel. This provision also applies to people that the Contractor's subcontractors engage, if they are listed by name as a Key Personnel in the RFP Proposal.
4. Supplier's proposals must include a statement that if awarded a contract resulting from this RFP process that the supplier will comply with this section of the RFP.

### **3.5 Subcontractor Identification and Participation Information**

Suppliers 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. Subcontractor's legal status, federal tax ID number, and principal business address;
2. 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 perform;
4. A commitment to perform the work, if the supplier is selected;
5. A statement that the subcontractor has read and understands the RFP, the nature of the work, and the requirements of the RFP; and
6. The MBE certification number, if applicable, and a copy of their current MBE Certification letter must be included.

### **3.6 Sensitive Personal Information**

It is the sole responsibility of the Contractor submitting a proposal to remove all personal sensitive and confidential information (such as home addresses and social security numbers) of supplier 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 supplier whose proposal is found to contain such prohibited personal information.**

### **3.7 Financial Capability**

#### **Dun & Bradstreet (D&B) Rating**

Suppliers must provide industry standard Dun & Bradstreet (D&B) Ratings indicating the firm's financial strength and creditworthiness, assigned to most US and Canadian firms by the US firm Dun & Bradstreet (D&B). These ratings are based on a firm's worth and composite credit appraisal. Additional information is given in credit reports (published by D&B) that contain the firm's financial statements and credit payment history. If the supplier is submitting a bid with a subcontractor – do not submit a consolidated D&B report but individual reports.

### **3.8 Transition Period**

To assist in the transition of the existing QI contract activities into the new Contract that may result from this RFP, there may be a transition contract that will be compensated at an amount to be determined by ODM, comparable to the compensation paid under the current contract for these types of services. Proposals must include affirmation that the supplier will cooperate transitioning the services.

A. During this transition period, the selected supplier will perform the following services:

1. The selected supplier will have the capacity to securely connect and transfer data to and from ODM's secure FTP site, or other secure manner which the selected supplier and ODM mutually agreed upon. The selected supplier must work with ODM and ODM's partners to securely connect to data portals or other secure sites, as ODM deems necessary, to transfer and receive information for completion of contract deliverables;
2. Work with other ODM vendors to establish access to QI project summary data, as identified by ODM, in order to track project progress and contribute to the project's document repository.

B. After Contract award, the selected Supplier must complete the transition/orientation activities as follows:

1. Within 30 days of contract award, attend meetings on-site at ODM, for at least half a business day to learn about Ohio Medicaid, as well as ODM's managed care delivery systems, quality strategy, agency priorities, contracted health plans, etc., as directed by ODM;
2. Within 30 days of contract award, attend meetings on-site at ODM, for at least two full business days to meet with the Contract Manager and ODM staff to learn about Ohio's QI contract activities (e.g., project scope, timeline, and current status), as directed by ODM;
3. Within 30 days of contract award, attend meetings on-site at ODM, for at least two business days to meet with ODM and the incumbent supplier, if applicable, to review the incumbent supplier's transition plan (i.e., scheduled after the initial meeting referenced in paragraph 1 above), as directed by ODM; and

4. Within 15 days of contract award, review the Deliverables for each activity cited in the Deliverables section of the RFP. The selected supplier shall submit a signed confirmation that this was completed within 15 days of contract award, as directed by ODM and in advance of the meetings cited in the above paragraphs.
5. Supplier's proposals must include a statement that if awarded a contract resulting from this RFP process that the supplier will comply with this section of the RFP.

### 3.9 **Specifications for Data Management and Information Systems Capacity and Compatibility, Security Compliance, Data Collection, Project Management and Report Specifications**

#### A. Data Management, Information Systems Capacity and Compatibility with ODM's Operating System.

1. The selected supplier must have the capacity to securely connect and transfer data to and from ODM's secure FTP site, or other secure manner which the selected supplier and ODM mutually agree upon. The selected supplier must work with ODM and ODM's partners to securely connect to data portals or other secure sites, as ODM deems necessary, to transfer and receive information for completion of contract deliverables;
2. ODM anticipates that changes to current and future state and federal-level will occur throughout the duration of the contract. These changes may have an impact on the format, content, and size of data sets that are provided to suppliers. New data sets may also be created to support the implementation of state and federal policies. In all instances, suppliers must accept and accommodate these changes at no additional cost to ODM to complete the deliverables required by the contract.
3. Suppliers must provide electronic files for all Deliverables and supporting documents requested by ODM. If the standard software used by ODM should change during the term of the contract (including any renewals), suppliers will be required to accommodate that change. ODM currently uses Microsoft Windows 10 Enterprise operating system, Microsoft Office 2016, Internet Explorer 11, and Google Chrome. Licensing must be provided at the supplier's cost if the supplier proposes software that is not currently supported by ODM. The State must approve all non-standard software products.

#### B. Security Compliance

The selected supplier shall operate at a NIST 800-53 Rev. 4 moderate baseline and demonstrate compliance with the HIPAA security and privacy rules and (if applicable) IRS Publication 1075 standards for federal tax information (FTI). Suppliers must demonstrate compliance with a third-party certification by an accredited source for NIST 800-53 Rev. 4 and HIPAA. In the alternative, suppliers may provide a third-party HITRUST certification from an accredited source which shall be considered to meet the NIST 800-53 Rev. 4 and HIPAA certification requirements. Suppliers must maintain the certification throughout the life of the Contract and provide documentation of the certification every two (2) years. If the supplier fails to have the assessment completed, or fails to maintain certification, the

supplier will be in breach of the Contract and the State may proceed accordingly. See **Supplement N for State of Ohio data security requirements, attached herein.**

The selected supplier must:

1. Implement security measures as required in Supplement N, as well as demonstrate how electronic and paper files of a confidential nature will be protected from unauthorized access. The security measures must specify who has access rights to the information and what process is to be followed to screen individuals who have access to the information;
2. Ensure that all personnel having access to this information sign a standard ODM security agreement (Code of Responsibility – ODM 07078) indicating understanding of, and consent to, maintaining the confidentiality of the files. This form is separate from a Business Associate Agreement that the supplier may execute; and
3. Use ODM’s secure file transfer protocol site to allow for data exchange between other vendors, ODM and the supplier. The selected supplier must provide role-based access to multiple ODM staff, health plans staff, and state partners, as specified by ODM.

C. Data Collection

1. Data Collection and Calculation of Record Submission Rate

Multiple sources of information will be used to conduct the QI activities established in this RFP. These data sources may include, but are not limited to, the following: 1) member/patient and provider surveys, 2) project specific data collection forms, 3) electronic health records. The selected supplier must:

- a. Adhere to the Security requirements outlined in Section B above.
- b. Provide data, if collected, biweekly to the data lead for analysis.
- c. Provide documentation files, KDDs, PDSAs, Quarterly reports to the Project Coordination Lead via ODM’s SFTP site within one week of creation.

D. Report Specifications

The selected supplier must use ODM’s report templates, or other agreed upon template, for reporting project updates. If ad hoc reports are requested or created, the selected supplier must produce an outline for each report for ODM to approve prior to the report being created.

Reports are used as a tool to assist with ODM’s goals of improving performance of the Medicaid delivery system and the health outcomes of Ohioans. The selected supplier must provide reports as specified per Deliverable. Reports may be provided in color and/or black and white and must be in electronic format.

Quarterly reports submitted by the selected Supplier must at a minimum:

1. Summarize and analyze the current state of the projects, including project milestone status, barriers encountered, mitigation plans, lessons learned, and timelines and plans for accomplishing the following quarter's deliverables.
2. Additionally, for projects the supplier is serving as the QI Lead, quarterly reports should also document the following: the project's most current theory of improvement represented in key driver diagram form; learning resulting from PDSA testing and other QI efforts; PDSA cycles and ramps; data from the Data Lead showing project progress; project milestones/progress accomplished during the quarter; and any barriers to project progress and associated mitigation plans.
3. Provide reports for review and approval to ODM prior to finalization, according to the project work plan.

E. Affirmation Statement

Supplier's proposals must include a statement that if awarded a contract resulting from this RFP process that the supplier will comply with this section of the RFP. Suppliers who do not include this statement may be disqualified from consideration for award of the resulting contract.

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

### **4.1 General Scope of Work (SOW)**

The selected supplier will be responsible for the detailed SOWs and Deliverables as described in Section 4.2, including all preparatory and intervening steps. In developing their proposals, all suppliers must fully and appropriately plan and cost out their proposed projects, including all necessary preparatory and intervening steps. Proposals and costs must cover the initial biennial period, as well as up to two (2) potential renewals. Cost estimates should consider the phase of an improvement project (initiation, planning, implementation, as well as sustainability and spread of successful interventions).

To address the needs identified in Section I. Purpose, the selected supplier will apply experience and expertise in IHI-like QI methods to:

1. Increase ODM QI capacity through assisting in building ODM QI staff capacity to develop and manage a complex portfolio of improvement projects across ODM's populations of focus.
2. Serve as the QI lead for ODM-specified multi-stakeholder, collaborative QI initiatives involving clinicians, community organizations, non-traditional healthcare providers, payers, and other partners, that are focused on furthering ODM's population health goals through identification, iterative testing of intervention strategies, as well as the dissemination and sustaining of successful efforts.

### **4.2 Specifications of SOWS and Deliverables**

This Section sets forth the Scopes of Work and Deliverables which will be required of the selected supplier under the contract expected to result from this RFP. All aspects of the services described in this Section must be addressed in the supplier's technical proposal. The supplier must provide a detailed technical

approach that describes how it will define and perform each of the Scopes of Work and how they will develop and manage services performed under any, and all subcontracting arrangements. Suppliers must also provide a work plan for each Scope of Work, including a timeline. The supplier's responses should correspond to the appropriate Scope of Work. Any report submitted by supplier to meet a required Deliverable must comply with the specifications in this RFP. The contracted services shall include, but not be limited to, the Scope of Work and Deliverables specified in this Section. The detailed technical approach provided for each Scope of Work and corresponding Deliverables shall not exceed ten (10) single spaced pages. In the response indicate the SOW number and corresponding section.

**Note:** The SOWs and Deliverables, which are detailed in section 4.2, in this RFP apply to the following projects:

1. **Diabetes QI Project:** The Diabetes project is currently in the planning phase and therefore will require the completion of activities and deliverables in the Planning, Implementation, Spread and Sustainability Phases. The Diabetes project is supported by a Clinical Lead, Data Management Lead, and Project Coordinator, which were separately contracted.
2. **MOMS+ QI Project:** The MOMS+ project is currently in the middle of initiation phase and may therefore require the completion of activities and deliverables in the Initiation, Planning, Implementation, Spread and Sustainability Phases, as well as activities at the beginning of the table which cross all project phases.
3. **SFF Perinatal:** The SFF Perinatal project is in the Implementation Phase and therefore will require completion of activities and deliverables in the Implementation, and Spread and Sustainability Phases.
4. **Progesterone:** The Progesterone Project is in the Implementation Phase and therefore will require completion of activities and deliverables in the Implementation and Spread and Sustainability Phases.

## **1. SOW 1 QI Capacity Development**

The scope of work for QI Capacity Development includes:

- A. Administrative support to include creation and adherence to project timelines and milestones, working with ODM administrative staff to schedule technical assistance (TA) and other meetings as needed, providing meeting platforms (e.g., webinars and shared phone lines);
- B. Providing TA to ODM clinical and improvement staff in:
  1. The principles of QI portfolio development and management;
  2. The creation and use of system- and project-level KDD's representing ODM's theory of change (clinical and payer influence) to accelerate change that is within the influence of ODM or its contracted MCPs;

3. The provision of QI TA to MCPs and other project partners; and
  4. Advising ODM staff in assessing VOC to enhance ODM's understanding root cause to inform the theory of change and determine prioritization of interventions.
- C. Working with ODM to develop scale(s) or other tool(s) for assessing and monitoring progress in the development of internal and external IHI-like QI capacity over time.
  - D. Working with ODM to develop an MCP self-assessment tool incorporating QI leadership, culture, and systems thinking and assist with goal-setting toward quality transformation.
  - E. Ongoing planning, and status updates including the provision of clear and ongoing communication and collaboration with the ODM leadership team regarding ODM improvement staff development.
- 2. SOW 1 Deliverables include:**
- A. Administrative support to include creation and adherence to project timelines and milestones, working with ODM administrative staff to schedule technical assistance (TA) and other meetings as needed, providing meeting platforms (e.g., webinars and shared phone lines);
  - B. Up to 500 hours of TA per contract year, in the form of conference calls, webinars, and in-person meetings, including:
    1. The principles of QI portfolio development and management;
    2. The creation and use of system- and project-level KDD's representing ODM's theory of change (clinical and payer influence) to accelerate change that is within the influence of ODM or its contracted MCPs;
    3. The provision of QI TA to MCPs and other project partners; and
    4. Advising ODM staff in obtaining VOC to enhance ODM's understanding a problem's root cause(s) in order to inform the theory of change and determine intervention prioritization.
  - C. Develop, in conjunction with ODM, and test assessment tools for monitoring longitudinal progress in the development of QI capacity in the application of IHI-like tools and principles for use with both internal (ODM) and external (MCP) staff;
  - D. Develop, in conjunction with ODM, and test assessment tools to monitor MCP development of a QI culture, including QI leadership, culture, and system thinking. This tool should reflect ODM requirements in the MCP provider agreement; and
  - E. Weekly meetings with improvement and/or clinical leadership regarding capacity building progress.

**3. SOW 2 QI Project Lead.**

The selected supplier will serve as QI lead for both new and continuing ODM-initiated QI efforts by collaborating with other ODM-contracted project partners, including the project's clinical lead, project facilitator/coordinator, and ODM-contracted data management lead, as well as ODM, its contracted MCPs, clinical practices recruited for QI initiatives, and other project partners (community based organizations, sister agencies, etc.) throughout all relevant QI project phases. Other projects may be added in the future to reflect agency priorities.

**4. SOW 2 Deliverables include:**

The table in Section 4.3 organizes the activities included in the scope of work by project phase and delineates the roles and responsibilities of each separately contracted project partner with ODM, which includes the following: QI Lead, Clinical Lead(s), Project Coordinator, and Data Management Lead. The QI project lead deliverables, with estimated time duration, for this SOW are:

- A. Initiation (3-6 months) MOMS+ Project only;
- B. Planning (6 to 12 months) Diabetes Project, MOMS+ Project;
- C. Implementation (Approximately 18 months) Diabetes Project, MOMS+ Project, Progesterone Project, SFF Perinatal Project; and
- D. Sustainability and Spread Plan (Approximately 6 months) Diabetes Project, MOMS+ Project, Progesterone Project, SFF Perinatal Project.

**5. SOW 3 Clinical Project Lead for Women and Infant Health Improvement Projects.**

The selected supplier will serve as the Clinical Lead for improvement projects that address Maternal and Child Health. Activities include identification and promotion of best clinical practices and advising project partners in the clinical aspects of the project and related intervention. Current projects in this area are Progesterone, Smoke Free Families Perinatal, and MOMS+. More detail on each of these projects can be found in the Program Resource Library. Other projects may be added in the future to reflect agency priorities.

**6. SOW 3 Deliverables include:**

The table in Section 4.3 organizes the activities included in the scope of work by project phase and delineates the roles and responsibilities of each separately contracted project partner with ODM, which includes the following: QI Lead, Clinical Lead(s), Project Coordinator, and Data Management Lead. The Clinical Project Lead project lead deliverables, with estimated time duration, for this SOW are:

- A. Initiation (3-6 months) MOMS+ Project only;
- B. Planning (6 to 12 months) MOMS+ Project only; and

C. Implementation (Approximately 18 months) MOMS+ Project, Progesterone Project, SFF Perinatal Project.

### 4.3 **Roles and Responsibilities**

#### 1. **Roles and Responsibilities.**

In the table that follows, the contracted QI Lead's roles and responsibilities are indicated in the first column. These roles and responsibilities remain the same regardless of the improvement project's target population. The roles and responsibilities of the Clinical Lead are listed in the second column of the table. Successful bidders must be able to provide QI expertise, as well as the subject matter expertise needed to serve as the clinical lead for Women and Infant Health (WIH) projects. Other contracted project partners roles and responsibilities are also included to provide a fuller picture of the collaboration necessary for a successful project.

#### 2. **Contracted QI Roles and Responsibilities:**

- A. The QI Lead role being procured through this RFP will be responsible for providing overall QI guidance, expertise, and technical assistance to project team members and stakeholders in the use and interpretation of QI tools and methods, such as: process mapping, Failure Mode and Effects Analysis, Pareto Charts, Root Cause Analysis, Project SMART Aim development, Key Driver Diagrams, Measurement (process, outcome, and balancing measures), as well as providing expertise and technical assistance regarding the development of measures, data collection, and methods of data analysis (e.g., Shewart control charts and run charts) by directing project team members and stakeholders in the use of appropriate data methods, frequency, and data feedback necessary to evaluate project progress over time.
- B. The Clinical Lead for ODM QI projects is responsible for providing the clinical (physical and/or behavioral) expertise needed to: identify best practices; recruit clinical partner sites to actively engage in QI projects; provide mentorship, support and linkage to clinical resources that inform project activities; provide guidance and resources to rally practice partners in practice transformation. For this RFP, a clinical lead in the area WIH is being procured.
- C. The separately procured Administrative Support and Project Coordination entity is responsible for coordinating project activities, including: building and maintaining collaborative relationships with project team members and stakeholders; scheduling project meetings and developing meeting agendas; administratively supporting project team members and project stakeholders; disseminating project information; reserving meeting rooms, equipment, and technology; attending project meetings and summarizing meeting notes; maintaining project documentation; collaboratively developing and updating workplans with deliverables, milestones, and project timelines; ensuring project goals and objectives are being met within established timelines; and archiving project materials and summarizing lessons learned to inform future efforts.

- D. The separately procured Data Management Lead for ODM QI projects, is responsible for: project evaluation, including developing an evaluation plan in collaboration with other project team members; the development of process, outcome, and balancing measures; establishing and maintaining data dictionaries, data repositories, data collection instructions and periodicity; data analysis and regular reporting of clinical and payer data to inform project progress over time using standard process improvement tools.
- E. All of these entities actively collaborate and coordinate with each other, ODM, ODM's contracted MCPs, and other relevant stakeholders participating in the QI initiative (e.g., clinical practices, community-based organizations, other state agencies, county departments of job and family services) to complete the activities and achieve the deliverables outlined in each phase of a QI project.

### 3. Project Phases

Each project phase encompasses activities and deliverables that influence subsequent phases. The number of activities and deliverables that are to be completed for a project will therefore vary for each project. All projects, identified in Section 4.2 and described in the table that follows, regardless of phase, require contracted entities to engage in the following activities: meeting planning, participation, and follow-up (a); quarterly project updates (b); collaboration with other project partners as necessitated by project activities (c); and contribute to the materials necessary for documentation of project progress (d). The project phases are:

- A. **Initiation Phase (phase I).** During the initiation phase a project is selected based on the degree of needed improvement in an outcome. It is during this period that the objectives, scope, purpose and deliverables to be produced are defined. During this phase of the project the initial members of the project steering committee and project stakeholders are identified. The initiation phase results in a Project Charter which, at a high level, outlines the project's purpose, provides a problem statement and importance of addressing the problem, and defines the expected outcomes and measures necessary for documenting progress. The charter also outlines potential risks and barriers, and a high-level project timeline. The Project Charter must be approved by ODM.
- B. **Planning Phase (phase II).** During the planning phase a more detailed project timeline is created in which each of the larger deliverables is broken down into smaller tasks. Clinical partners are recruited and engaged and the overall project team and sub-teams (MCP, clinical-practice site) are identified. Business processes are mapped, failure modes and root causes are identified, and drivers and interventions are proposed so that an initial theory of change, illustrated in the form of a KDD, is created. During the planning period, project partners are oriented to the project goals and objectives, and basic training is provided in the QI and data extraction skills needed for testing improvement strategies and tracking project progress. It is during this period that the cadence for meetings, project updates, and data collection, analysis, and reporting is also determined. In the planning phase, process, outcome, and balancing measures are

defined and baseline data is collected from recruited practices which allows the project to refine the baseline and target for its SMART Aim.

- C. **Implementation Phase (phase III).** During the implementation phase, the efforts of the planning phase are executed. Project teams begin using PDSA cycles to test clinical and payer-based interventions; and the data submission cadence is in full swing, allowing the project coordinator to create run or control charts with intervention testing annotated to allow project sponsors to determine whether an intervention impacts the outcome measure. During the implementation phase, the KDD is continually updated to reflect learning resulting from testing, and documentation is retained on the results of intervention testing, as well as larger events occurring within the system, (e.g., policy changes), that may impact the SMART Aim.
- D. **Sustainability and Spread (phase IV).** Intervention strategies found to be successful during the implementation phase are summarized in the finalized change package created during the sustainability phase. During this phase lessons learned are memorialized in a project summary. A spread and sustainability plan with timelines for putting processes and policies in place to sustain improvements, and a data analysis strategy for monitoring sustainment over time is also created.

#### 4. **Roles and Responsibilities**

The roles and responsibilities identified in the table below are indicated with the following symbols:

- A.  The “Required” designation indicates those activities that are required to keep the project operating smoothly. These activities represent the contribution of each contracted entity to the overall project.
- B.  The “Lead” designation indicates which entity has ultimate responsibility for a defining a task (e.g. content of Quarterly reports), is responsible for such things as providing subject matter expertise (e.g., clinical or QI TA), or pulling together materials submitted by other project partners to create a deliverable (e.g., creation of a change package).
- C.  “Contributor/Support” to a task are those that, although not responsible for pulling everything together to create a deliverable, contribute to its completeness and quality through their work. Support work includes review of material provided by other team members with differing perspectives.
- D.  “Final Sign Off” for all activities and deliverables is held by ODM. This includes ensuring that deliverables are submitted in a timely manner, are complete, and meet quality expectations.

**5. Table of Roles and Responsibilities**

Roles and Responsibilities 📎 Required ✓ =Lead ✗ =Contributor/Support 🔌 = Final Sign-off							
Project Work Being Procured by this RFP			Diabetes & WIH Projects	WIH Projects only	Separately Procured		
Project Phase & Scope of Work	Activity/Deliverable	QI Lead SOW 3	Clinical Lead SOW 5	Administrative Support/ Project Coordination	Data Management Lead	ODM	
<b>All Project Phases</b>							
<b>A.</b>	<b>Project Partner Meetings</b>	<b>Weekly Meeting Minutes</b>	✗	✗	✓	✗	🔌
A1.	Scheduling meetings, locations, conference lines, & webinars		✗	✗	✓	✗	🔌
A2.	Generating meeting agendas		✗	✗	✓	✗	🔌
A3.	Creation of meeting content and materials to assist project progress		✗	✗	✓	✗	✗, 🔌
A4.	Tracking meeting attendance				✓		
A5.	Meeting minute creation and review, action items, & minute distribution		✗	✗	✓	✗	✗, 🔌
A6.	Action item follow-up prior to next meeting		📎	📎	✓	📎	📎, 🔌
<b>B.</b>	<b>Project Updates</b>	<b>Quarterly Reports</b>	📎	📎	📎	📎	✓, 🔌
B1.	Continually update project schedule to reflect project progress		✗	✗	✓	✗	✗, 🔌

Roles and Responsibilities							
📎 Required ✓ =Lead ✗ =Contributor/Support 🔌 = Final Sign-off							
Project Work Being Procured by this RFP			Diabetes & WIH Projects	WIH Projects only	Separately Procured		
Project Phase & Scope of Work	Activity/Deliverable	QI Lead SOW 3	Clinical Lead SOW 5	Administrative Support/ Project Coordination	Data Management Lead	ODM	
B2.	Quarterly reports documenting project progress milestones, barriers, mitigation plans, lessons learned, & timelines for respective portions of project	📎	📎	📎	📎	✓, 🔌	
B3.	Timely flagging of problem areas via email for ODM improvement staff project lead	📎	📎	📎	📎	✓, 🔌	
C.	<b>Fully Executed BAAs, DUAs, etc.</b>	📎	📎	📎	📎	✓, 📎	
	<b>TA to Project Partners</b>	📎	📎	✗	📎	🔌	
C1.	Build and maintain collaborative relationships with existing & new stakeholders, as well as project partners	📎	📎	📎	📎	📎, 🔌	
C2.	Creation of QI content for Project meetings (Action Periods, Learning Sessions, webinars, etc.)	✓	✗	✗	✗	✗, 🔌	
C3.	Creation Clinical content for Project meetings (Action Periods, Learning Sessions, webinars, etc.)	✗	✓	✗	✗	🔌	
C4.	Creation Clinical content for Project meetings (Action Periods, Learning Sessions, webinars, etc.)						
D.	<b>Documentation &amp; Archiving</b>	<b>Document Repository</b>	✗	✗	✓	✗	🔌

Roles and Responsibilities							
 Required  =Lead  =Contributor/Support  = Final Sign-off							
Project Work Being Procured by this RFP			Diabetes & WIH Projects	WIH Projects only	Separately Procured		
Project Phase & Scope of Work	Activity/Deliverable	QI Lead SOW 3	Clinical Lead SOW 5	Administrative Support/ Project Coordination	Data Management Lead	ODM	
D1.	Provide Project Facilitator/Coordinator with all project documentation within one week of creation						
D2.	Maintain all project documents to facilitate monitoring of project progress and application of lessons learned					 , 	
<b>E.</b>	<b>Initiation (First 3-6 months)</b>	<b>Project Charter</b>				 	
E1.	Procurement					 , 	
E2.	Assisting ODM in identification and assessment of key stakeholders						
E3.	Assisting ODM in the identification of advisory practices						
E4.	High level data analysis						
E5.	Selection of general topic area (Global Aim) & timing of effort					 , 	
E6.	Collaboratively establish a high level workplan with deliverables, milestones, & timelines					 , 	
E7.	Identification of synergistic efforts within the state (payer & clinical)					 , 	
E8.	Draft SMART Aim					 , 	

Roles and Responsibilities 📎 Required ✓ =Lead ✗ =Contributor/Support 🔌 = Final Sign-off							
Project Work Being Procured by this RFP			Diabetes & WIH Projects	WIH Projects only	Separately Procured		
Project Phase & Scope of Work	Activity/Deliverable	QI Lead SOW 3	Clinical Lead SOW 5	Administrative Support/ Project Coordination	Data Management Lead	ODM	
E9.	Collaboratively draft project charter resulting from initiation activities	✗	✗	✓	✗	🔌	
	Timeline and strategy for recruitment of clinical partners		✓	✗		🔌	
<b>F.</b>	<b>Planning (6 to 12 months)</b>	<b>Initial Project Schedule with Timelines &amp; Milestones</b>	✗	✗	✓	✗	🔌
F1.	Create initial project schedule and update based on project planning progress	✗	✗	✓	✗	🔌	
F2.	Leverage lessons learned from previous QI efforts or other initiatives	✗	✗	✓	✗	🔌	
<b>G.</b>	<b>Build the Project Team</b>	<b>Project Team Rosters</b>		✓	✗	✗	✓, 🔌
G1.	Advise on project team representation/membership	✓				🔌	
G2.	Recruitment & engagement of clinical partners		✓	✗	✗	✗, 🔌	
G3.	Payer partner engagement			✗	✗	✓, 🔌	
<b>H.</b>	<b>Provide TA</b>	<b>TA Calls</b>	✓	✓	✗	✓	🔌
H1.	Leveraging previously developed materials, provide QI basic training to project partners, as well as clinical practices, & payer teams	✓	✗	✗		🔌	

Roles and Responsibilities							
 Required  =Lead  =Contributor/Support  = Final Sign-off							
Project Work Being Procured by this RFP			Diabetes & WIH Projects	WIH Projects only	Separately Procured		
Project Phase & Scope of Work	Activity/Deliverable	QI Lead SOW 3	Clinical Lead SOW 5	Administrative Support/ Project Coordination	Data Management Lead	ODM	
H2.	Direct project partners in the use of appropriate data methods, frequency, & data feedback to evaluate project progress over time		✓	×	×	×	
H3.	Assist clinical practices & payers in creating process maps to visualize the patient journey, identify barriers & potential intervention points		×	✓	×		✓, 
H4.	Provide TA to clinical practices & MCPs in abstracting & reporting data for calculating baselines of process, outcome, & balancing measures		×	×	×	✓	
<b>I.</b>	<b>Create Initial Change package</b>	<b>Initial Change Package</b>	✓	×	×	×	
I1.	Initial KDD (clinical & payer-based drivers & interventions)		✓	×	×	×	
I2.	Baseline process, outcome, & balancing measures (relevant to payers & clinicians)		×	×		✓	
I3.	Data collection specifications (measure components, source, & cadence)		×	×		✓	
I4.	Identification of Clinical Best Practices			✓	×		×
I5.	Identification of Payer Best Practices			×	×		✓, 

Roles and Responsibilities							
Required  =Lead  =Contributor/Support  = Final Sign-off							
Project Work Being Procured by this RFP			Diabetes & WIH Projects	WIH Projects only	Separately Procured		
Project Phase & Scope of Work	Activity/Deliverable	QI Lead SOW 3	Clinical Lead SOW 5	Administrative Support/ Project Coordination	Data Management Lead	ODM	
<b>J.</b>	<b>Implementation (Approximately 18 months)</b>	<b>TA Calls, In-person meetings, &amp; Resources</b>					
J1.	Provide TA to project partners in the choice & effective application of QI tools & methods (i.e., VOC, key driver diagrams, Plan-Do-Study-Act cycles, & statistical process control charts)				x		
J2.	Provide mentorship, support, & linkage to clinical resources that inform project activities				x		
J3.	Provide TA to clinical practices & MCPs in abstracting & reporting data for calculating process, outcome, & balancing measures	x	x		x		
J4.	Provide timely communication regarding data completeness & quality	x			x		
J5.	Provide TA to data manager & clinical practices in the appropriate creation, annotation, & interpretation of statistical process control charts				x	x	

Roles and Responsibilities							
Required ✓ =Lead ✗ =Contributor/Support ⏻ = Final Sign-off							
Project Work Being Procured by this RFP			Diabetes & WIH Projects	WIH Projects only	Separately Procured		
Project Phase & Scope of Work	Activity/Deliverable	QI Lead SOW 3	Clinical Lead SOW 5	Administrative Support/ Project Coordination	Data Management Lead	ODM	
J6.	Provide guidance & resources to assist improvement project partners with change management	Change Management Resources	✓				⏻
J7.	Provide guidance & resources to assist improvement project partners with practice transformation	Practice Transformation Resources		✓			⏻
J8.	Continually update the project's theory of change (Key Driver Diagram) and project change package to reflect learning by project partners, including version & date of last update	Project KDDs	✓	✗	✗	✗	✗, ⏻
J9.	Keep an archive of (clinical & payer) PDSA cycles & ramps to inform future projects	Project PDSA Cycle & Ramp Archive	✗	✗	✓		✗, ⏻
J10.	Maintain project timeline of events influencing project outcomes (timing of DUAs, policy changes, etc.)	Current Project Timeline	✗	✗	✓	✗	✗, ⏻
<b>K.</b>	<b>Sustainability &amp; Spread Plan (Approximately 6 months)</b>						
K1.	Use results of PDSAs & run charts showing success of tested interventions to finalize change package	Finalized Change Package	✓	✗	✗	✗	✗, ⏻

Roles and Responsibilities Required ✓ =Lead ✗ =Contributor/Support Ⓞ = Final Sign-off							
Project Work Being Procured by this RFP			Diabetes & WIH Projects	WIH Projects only	Separately Procured		
Project Phase & Scope of Work	Activity/Deliverable	QI Lead SOW 3	Clinical Lead SOW 5	Administrative Support/ Project Coordination	Data Management Lead	ODM	
K2.	Assist project partners in spreading change & developing a sustainability plan <i>(may include standardized communication tools, data systems, policy changes, etc.)</i>	Spread & Sustainability Plan	✓	✗		✗	✗, Ⓞ
K3.	Plan for continued collection and monitoring of data to assess sustainability success	TA on Run & Control Charts	✗	✗		✓	✗, Ⓞ
K4.	Summarize lessons learned for application to future	End of Project Summary	✗	✗		✗	✗, Ⓞ

**SECTION V. BUSINESS CONTINUITY PLAN**

- A. Supplier recognizes that certain services covered in this RFP are vital to ODM and must be continued without interruption. Supplier 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). Supplier is required to implement and maintain a sustainable Plan throughout the term of the Contract resulting from this RFP and provide a summary of the Plan to ODM upon request. The Plan will, at a minimum address the following:
1. How the Supplier will enable continued performance under this Contract in the event of a disaster or other unexpected break in services;
  2. How the Supplier will ensure the continuity for identified vital services and supporting facilities;
  3. Disaster recovery plans for critical technology and systems infrastructure; and
  4. Proper risk controls (collectively, the "Contingency Plans") to enable continued performance under the Contract in the event of a disaster or other unexpected break in services.
- B. For purposes of this Section, the term “Disaster” means an unanticipated incident or event, including, without limitation, force majeure events, technological accidents or human-caused events

that (i) may cause a material service or critical application to be unavailable without any reasonable prediction for resumption, or (ii) causes data loss, property damage or other business interruption without any reasonable prediction for recovery within a commercially reasonable time period.

- C. The awarded supplier will update and test the operability of any applicable Plan at least annually and will implement such Plan upon the occurrence of a Disaster.

## **SECTION VI. PROPOSAL FORMAT AND STRUCTURE**

### **6.1 Complete Proposal Content Requirements**

The supplier's proposal package will consist of the following items in subsequent order:

1. Technical Proposal, including any supplier appendices;
2. Attachment A completed and signed by supplier; and
3. Signed Cost Proposal Form/Attachment C.

### **6.2 Organizational Structure of the Proposal**

The supplier must provide three (3) paper copies (one signed original and two (2) copies and one (1) electronic copy (CD-ROM) of the technical proposal.

Completed Technical Proposals may be organized by separating sections to correspond with the RFP with the proposal immediately following the RFP section and Number. At a minimum the proposal must include the following:

1. Mandatory Supplier Requirements;
2. Staff Experience and Capabilities;
3. Organizational Experience and Capabilities;
4. Scope of Work and corresponding Deliverables and Proposed Work Plan;
5. Business Continuity Plan; and
6. MBE Documentation.

Suppliers are prohibited from including project cost information (any dollar amounts which might be deemed indicative of the relative cost of the project), proprietary, personal, or confidential information in the technical proposals. Any supplier including such information may be disqualified from consideration.

### **6.3 Attachment A Requirements**

Attachment A documents must be completed, signed, and returned by the supplier with their technical proposal, which must include Required Supplier Information Form, Supplier and Grantee Ethics Certification Form, Location of Business and Offshore Declaration, Affidavit of Non-Collusion, and Certifications and Assurances respectively.

### **6.4 Cost Proposal (Attachment C) Requirements**

The Cost Proposal must contain one original, one photocopy and one electronic copy (CD-ROM) provided in a sealed, separate envelope labeled: “DO NOT OPEN. COST PROPOSAL ENCLOSED FOR THE QI CAPACITY DEVELOPMENT, RFP #ODMR20210005 SUBMITTED BY [SUPPLIER’S NAME].”

Suppliers are to complete the Cost Proposal Form, provided as Attachment C to this RFP according to instructions, sign it, and submit it fully completed as the separate sealed cost proposal. The Cost Proposal Form requires interested suppliers to price those services defined in the Specifications of Deliverables, and to offer ODM its all-inclusive fee, in accordance with the Cost Proposal Form. The prices offered in the supplier’s cost proposal will be the prices in effect throughout the contract period.

Suppliers are to use the format in Attachment C, Cost Proposal Form, to submit their proposed fee for the entire project. At the supplier’s discretion, additional documentation may also be included with the completed Attachment C as explanatory information, but when making the supplier selections and when executing the contract, ODM will consider only the dollar amount displayed on the Cost Proposal Form.

In calculating their total proposed fee, suppliers must consider costs resulting from each Deliverable listed, 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).

### **6.5 Proposal Submission**

The supplier’s original technical and cost proposals must contain all the information and documents specified in this Section. The supplier’s total complete proposal submission (the original technical and cost proposals, all required copies, and CDs) must be received by ODM OCP no later than 12:00 p.m. EST on January 2, 2020. Faxed 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, RFP/RLB Unit  
Ohio Department of Medicaid  
50 West Town Street  
Columbus, Ohio 43215

Suppliers are 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 supplier’s proposal being late and disqualified 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 USPS deliveries is:

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

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, suppliers must still send the electronic copy of the proposal but use the fewest separate .pdf documents possible. The electronic copy of the cost proposal must include all cost proposal components, including any required or voluntary attachments. The CD-ROM containing the cost proposal must be submitted in the sealed envelope containing the original hardcopy cost proposal, and the two photocopies.

Both CD-ROMs must be labeled with the supplier's name, the RFP number, and the proposal submission date. The CD-ROMs drives 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 supplier from any consideration.

It is the supplier'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 supplier'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 supplier selection decisions accordingly, including the decision to disqualify the supplier.

ODM reserves the right not to review submitted appendices which include information or materials not required in the RFP. Failure by any supplier to complete, sign, and return the Attachments A and C documents with their proposal may result in rejection of the proposal as being non-responsive and disqualified from further consideration.

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

### **7.1 Scoring of Proposals**

Suppliers 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. Suppliers 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 supplier 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 five phases:

1. Phase I. Review—Initial Qualifying Criteria;
2. Phase II. Review—Technical Proposal;
3. Phase III. Review—Cost Proposal;
4. Phase IV. Review- Calculation of MBE Points; and
5. Phase V. Review- Selection Criteria.

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

Proposals must pass Phase I. Review as required in the Technical Proposal Score Sheet provided as Attachment B, to be considered for further scoring and possible award. Phase I criteria consists of, at a minimum, the Mandatory Requirements, stipulated in this RFP. Any “no” for the listed Phase I criteria will eliminate a proposal from further consideration. Please refer to Attachment B 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 supplier meets the requirements as specified in the RFP. Using the score sheet for Phase II scoring (see Attachment B), 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 B will be disqualified from any further consideration and not be considered for award of the contract. The accompanying Cost Proposal will neither be evaluated nor considered a public record and will be destroyed. The total points of the Technical Proposal Score will be 80% of the final score. The Cost Proposal will comprise 15% of the final score. Any MBE set-aside percentage over 15%, if applicable, will receive points as detailed in Attachment E.

Please refer to Attachment B for maximum and minimum allowable scoring thresholds and definitions of scoring values.

**IMPORTANT:** Before submitting a proposal to ODM in response to this RFP, suppliers are strongly encouraged to use Attachment B to review their proposals for completeness, compliance and quality.

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

ODM may, at its sole discretion, negotiate with all technically qualified suppliers for a Best and Final Offer (BAFO). Suppliers may then: 1) submit one BAFO; 2) request that ODM view its original cost proposal as its BAFO; or 3) formally withdraw from further consideration. The supplier shall formally indicate its choice according to directions provided by ODM at that time. Upon receipt of all BAFOs, ODM will then use those suppliers’ revised cost proposals to compute the suppliers revised cost points as detailed in Attachment F, Cost Point Calculation.

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.

**D. Phase IV. Calculation of MBE Points**

Higher MBE participation will correspond with increased MBE points being awarded to the proposal. The breakdown of MBE points is detailed on Attachment E, MBE Scorecard.

**E. Phase V. Selection Criteria**

The total point value of the Technical Application Score will be 80% of the maximum score. The Cost Proposal will comprise 15% of the maximum score. Any MBE set-aside percentage over 15%, if applicable, will comprise 5% of the maximum score. The point totals in the table are whole numbers having been rounded by generally accepted rounding methodology.

<b>Criteria</b>	<b>Maximum Available Points</b>
Proposal Technical Requirements	410
Proposal Cost	77
MBE Participation	26
Maximum Available Points	513

The supplier with the overall highest point total will be recommended for selection. If two or more of the proposals have the same final score after calculation of the overall proposal scores, the proposal with the higher technical score will prevail.

**7.2 Veteran-Friendly Business Enterprise Program**

A "Veteran-friendly business enterprise" (VBE) means a sole proprietorship, association, partnership, corporation, limited liability company, or joint venture that meets veteran employment standards as defined in rule 123:5-1-01(JJ) of the Ohio Administrative Code (OAC). OAC rule 123:5-1-16(B)(3) provides procedures for applying preference for VBE submissions. ODM will follow these procedures for any certified VBE proposal submissions. VBE certification documentation must be included in the supplier's proposal.

The Veteran-Friendly Business Enterprise Program (VBE) applies to all state agencies' purchases made by bid or proposal under chapter 125 of the Ohio Revised Code (ORC). Essentially, the Program allows for:

1. Prices on bids submitted by veteran-friendly businesses to exceed those prices on bids submitted by businesses not certified as veteran-friendly by up to five percent and still be eligible for winning the award; and
2. Scores on proposals submitted by veteran-friendly businesses can be up to five percent lower than the proposal scores submitted by businesses not certified as veteran-friendly and still be eligible for winning the award.

### **7.3 Review Process Exceptions**

ODM reserves the right to request clarifications from suppliers 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 suppliers' verbal or written response, shall not be considered a violation of the communication prohibitions contained in Section 2.3 of this RFP.

ODM reserves the right to negotiate with suppliers 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.

### **7.4 Final Supplier Recommendation**

The PRT will provide its recommendation to the Director of ODM (or the Director's designee) for review, approval and award of the contract.

## **SECTION VIII. PROTEST PROCEDURE**

### **8.1 Protests**

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

- A.** Protests may be filed by a prospective or actual bidder in writing and shall contain the following information:
1. The name, address, and telephone number of the protestor;
  2. The name and number of the RFP being protested;
  3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
  4. A request for a ruling by ODM;
  5. A statement as to the form of relief requested from ODM; and
  6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B.** A timely protest shall be considered by ODM if it is received by OCP as delineated below:
1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals, shall be filed no later than 3:00 p.m. on the closing date for receipt of proposals, as specified in Section 2.1, Anticipated Procurement Timetable, of this RFP.

2. 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.
- C. 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 B of this Section.
- D. All protests must be addressed, for hand delivery or delivery by a private delivery company, as described below:
- Deputy Legal Counsel, Office of Contracts and Procurement  
Ohio Department of Medicaid  
50 West Town Street  
Columbus, Ohio 43215
- E. 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 supplier(s) who would have been awarded the contract will be notified of the receipt of the protest.
- F. ODM will issue written decisions on all timely protests and will notify any supplier who filed an untimely protest as to whether or not the protest will be considered.

## 8.2 **No Obligation to Award**

ODM is under no obligation to issue a contract as a result of this or any solicitation. ODM reserves the right to not select any supplier as a result of this solicitation.

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

This Section notifies suppliers 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.

### 9.1 **Interview/Demonstration**

Suppliers submitting proposals may be required to participate in an in-depth interview or demonstration as part of the evaluation process. ODM will determine which suppliers, if any, will participate in the interview/demonstration process. Suppliers 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 suppliers. These scores may be added to those suppliers' proposal scores, or will replace certain criteria scores, at the discretion of ODM.

### 9.2 **Start Work Date**

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

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

Suppliers 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. For purposes of this Section, the term “proposal” shall mean both the technical proposal (or application or other response documentation) and the cost proposal submitted by suppliers/applicants and any attachments, addenda, appendices, or sample products. However, any cost proposals that are not evaluated and are destroyed at the conclusion of the procurement are not considered public record.

### **9.4 Contractual Requirements**

- A. Any contract resulting from the issuance of this RFP is subject to the terms and conditions as provided in the model contract, which is included as Attachment D of this RFP. The contractor must review and sign Attachment A5, Certifications and Assurances, agreeing to the Terms and Conditions of the model contract as part of their proposal submission.
- B. 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.

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

Any release of data, evaluations and/or reports or data sharing shall be role-based and project specific, approved by ODM, and in accordance with state and federal regulations. Any requests for access to data will be directed by ODM and decisions about providing data to any parties will be at the sole discretion of ODM.

### **9.6 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.

#### 9.7 **Americans with Disabilities Act (ADA)**

The selected supplier, its officers, employees, members, and subcontractors will be required to meet the standards of 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.

#### 9.8 **HIPAA Requirements**

The selected 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 Title 42 of the United States Code (USC) § 1320-d, and the implementing regulations found at 45 CFR § 160 and § 164 regarding disclosure of protected health information under HIPAA. 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.

#### 9.9 **Unresolved Findings for Recovery (ORC 9.24), Labor Practices, and Debarments**

- A. **Unresolved Findings for Recovery.** 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 supplier 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 supplier whose name, or the name of any of the subcontractors proposed by the supplier, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.
- B. **Unfair Labor Practices.** Each response must affirm that neither the supplier nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC § 121.23, which would identify the supplier as having more than one unfair labor practice contempt of court finding.
- C. **Debarment Requirements.** Each response must affirm that neither the supplier nor any of its principals or subcontractors, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. Proposals also must affirm that within three years preceding their submission that neither the supplier nor any of its principals:

1. 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
2. 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 Item 1 above and have not had any federal, state, or local, public transactions terminated for cause or default.

#### **9.10 Mandatory Contract Performance Disclosure**

Each response must disclose whether the supplier or any proposed subcontractor has received a formal claim for breach of contract. For purposes of this disclosure, “formal claims” means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. If any such claims are disclosed, supplier 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 supplier from consideration, at the sole discretion of ODM, such claims and a review of the background details may result in a rejection of the supplier’s proposal. ODM will make this decision based on its determination of the seriousness of the claims, the potential impact of the behavior that led to the claims could have on the supplier’s performance of the work, and the best interests of ODM.

#### **9.11 Mandatory Disclosures of Governmental Investigations**

Each response must indicate whether the supplier and any of the proposed subcontractor(s) have been the subject of any adverse regulatory or administrative governmental action (federal, state, or local) with respect to supplier’s performance. If any such instances are disclosed, supplier 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 supplier by the governmental agency. While disclosure of any governmental action in response to this Section will not automatically disqualify a supplier from consideration, such governmental action and a review of the background details may result in a rejection of the supplier’s proposal at the sole discretion of ODM.

#### **9.12 MBE Subcontracting Requirements**

This RFP contains a sheltered solicitation requirement which requires the supplier to seek and set aside at least 15 percent 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>.

- A. Sheltered Solicitation.** In seeking solicitations from Ohio certified MBE subcontractors, the contractor 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 of this RFP; and
3. Require the Ohio certified MBE subcontractor maintain a valid certification throughout the term of the contract, including any renewals.

**B. MBE Subcontractor Percentage**

The supplier's submitted proposal must include a competitively selected Ohio certified MBE subcontractor supplier, or suppliers, that will conduct, at a minimum, 15 percent of the cost of the contract per state fiscal year. The proposal must provide the MBE supplier(s) name, DAS-MBE certification number, and a stated specific percentage of the cost of the work that it will set-aside for Ohio certified MBE subcontractors only. The proposal also must include a letter from the Ohio certified MBE subcontractors, on company letterhead, agreeing to the performance of work requested by the prime supplier.

Tracking. The selected Contractor shall indicate on all invoices submitted for payment, the dollar amount attributed to the work provided by the selected Ohio certified MBE subcontractor(s). Compliance with Contractor's proposed cost set-aside percentage is a term of the awarded contract and failure to attain the proposed percentage by the expiration of the contract may result in the supplier being found in breach of contract.

Fee at Risk. Compliance with the selected Contractor's cost MBE set-aside percentage or State minimum 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 at the time of the submission of an invoice for the deliverable or by the expiration of the contract.

**SECTION X. ATTACHMENTS**

- A. Required Supplier Information and Certifications**
- B. Technical Proposal Score Sheet**
- C. Cost Proposal Form**
- D. ODM Model Contract**
- E. MBE Scorecard**
- F. Cost Point Calculation**
- G. Supplement N**

Thank you for your interest in this project.

**Attachment A1**  
**REQUIRED SUPPLIER INFORMATION**

**Purpose:** ODM requires the following information from suppliers 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 supplier. ODM reserves the right to reject your proposal if you fail to provide this information fully, accurately, and by the deadline set by ODM. **Failure to provide such required supplier information may result in immediate disqualification of your proposal.**

**Instructions:** Provide the following information regarding the supplier submitting the proposal or bid. Suppliers 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 supplier. Suppliers 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 supplier 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.

1. ODM RFP/RLB# and TITLE: \_\_\_\_\_
2. Proposal Due Date: \_\_\_\_\_
3. Supplier Name: (legal name of supplier to whom contract/purchase payments will be made):  
\_\_\_\_\_
4. Supplier Corporate Address: \_\_\_\_\_
5. Supplier Remittance Address: (or "same" if same as number 4. above): \_\_\_\_\_  
\_\_\_\_\_
6. Print or type the following information for the supplier's representative/contact person authorized to answer questions on the proposal/bid:  
  
Supplier's Representative Name and Title: \_\_\_\_\_  
  
Supplier's Representative Phone # and Email Address: \_\_\_\_\_
7. Is this supplier 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. Supplier agrees to comply with the requirements to maintain a complete affirmative action plan and affirm they will be in compliance with ORC § 125.111 prior to be awarded a contract.
9. Supplier Employee Information:  
Total Number of Employees Nationwide: \_\_\_\_\_ % of Women Employees in Ohio: \_\_\_\_\_  
Total Number of Employees in Ohio: \_\_\_\_\_ % of Minority Employees Nationwide: \_\_\_\_\_  
% of Women Employees Nationwide: \_\_\_\_\_ % of Minority Employees in Ohio: \_\_\_\_\_

### Attachment A2 - Supplier and Grantee Ethics Certification

1. As a supplier or grantee doing business with\* or receiving grants from the State of Ohio, I certify on behalf of \_\_\_\_\_ (Name of supplier 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;

(2) I acknowledge that our organization is not excluded from entering into a contract with ODM due to restrictions related to the federal debarment list, unresolved findings under ORC § 9.24 and unfair labor findings pursuant to ORC § 121.23; and

(3) 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 supplier. 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 suppliers.)

3. I \_\_\_\_\_, (authorized supplier 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 supplier 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 supplier whose proposal is found to contain such prohibited personal information. The supplier 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:** suppliers 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 SUPPLIER FROM CONSIDERATION FOR AWARD OF THIS ODM CONTRACT.**

Pursuant to Governor’s Executive Order 2019-12D ([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 2019-12D. 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 A4 - AFFIDAVIT OF NON-COLLUSION**

I state that I am \_\_\_\_\_ (title) of \_\_\_\_\_  
(name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Proposal.

I state that:

- (1) The price(s) and amount of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer, except as necessary to satisfy the requirement to subcontract a portion of the work under this contract with Minority Business Enterprise suppliers.
- (2) That neither the price(s) nor the amount of this Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, with the exception of Minority Business Enterprise suppliers that are serving as subcontractors or partners for the specific work that is being solicited, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a Cost Proposal higher than this Cost Proposal, or to submit any intentionally high or noncompetitive Proposal or other form of complementary Proposal.
- (4) The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.
- (5) \_\_\_\_\_ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that \_\_\_\_\_ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the ODM in awarding the contract(s) for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the ODM of the true facts relating to the submission of Proposals for this contract.

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Name of Company/Position)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public for State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## Attachment A5 – Certifications and Assurances

### ODM Contract Model Provisions

The Terms and Conditions located in Attachment D – ODM Contract Model shall be included in any contract(s) resulting from this RFP.

#### **Attachment D: Contract Template Language, including HIPAA Business Associate:**

1. ODM's Contract Model has been included as Appendix D. To be responsive, Suppliers must indicate a willingness to enter into a Contract substantially similar to *Appendix D: ODM Contract Model* by signing this Certifications and Assurances (Attachment A5). Any specific areas of dispute with the terms and conditions of Attachment D must be identified in Supplier's Response and may, at the sole discretion of ODM, be grounds for disqualification from further consideration in the award of a Contract.
2. Suppliers are expected to closely read the Terms and Conditions of the Contract Model outlined in Attachment D. Suppliers shall note any exception to the Terms and Conditions. Any exception must include an explanation for the Supplier's inability to comply with such term or condition and, if applicable, alternative language the Supplier would find acceptable. Rejection of the Terms and Conditions, in whole or in part, may be cause for ODM's rejection of a Supplier's proposal. If an exception concerning the Terms and Conditions is not noted, but is raised during contract negotiations, ODM reserves the right to cancel the negotiation, at its sole discretion.
3. **The terms and conditions of a supplier's software license and/or maintenance support agreement, if applicable, will be required for purposes of contract negotiations for this project. Failure to provide the applicable Supplier terms for software license or software maintenance support, if any, as part of the RFP response may result in rejection of the Supplier's proposal.**
4. Please list and clearly explain any exceptions to ODM Terms and Conditions located in Attachment D. If no proposed changes are listed, the Supplier is indicating that no changes to the Attachment D-ODM Model Contract are proposed, and that the Supplier intends to accept it as written if the Supplier's Proposal is selected for award of a contract. **Under no circumstances is a Supplier to submit its own standard contract terms and conditions in response to this solicitation**, except for the exception noted in Section 3 of this Attachment A5. Instead, Supplier must review and identify the language in the *ODM Contract Model* that Supplier finds problematic, state the issue, and propose the language or contract modification Supplier is requesting. All of Supplier's exceptions to the proposed contract terms and conditions must be submitted within their Response, attached to Appendix A5, *Certifications and Assurances*. ODM expects the final Contract signed by the Selected Supplier to be substantially the same as the *ODM Contract Model*.
  - The Supplier may add rows as appropriate.
  - ODM has no obligation to accept any exception(s).

ITEM #	SECTION	SUPPLIER PROPOSED CHANGES	EXPLANATION OF EXCEPTION
	Section in which exception is taken.	Proposed language to ODM Contract Template Provisions.	Description of exception being made and rationale.
1.			
2.			
3.			

5. A Supplier may be more favorably evaluated based on the degree of acceptance of the *ODM Model Contract* specified terms and conditions without exception, reservation, or limitation. Suppliers may, however, propose revisions to the proposed Contract terminology for clarification and procedural purposes, or revisions based upon specific elements of their offering.
6. The Selected Supplier is expected to execute the Contract within **five (5) Business Days** of its receipt of the final Contract. If the selected Supplier fails to sign the Contract within the allotted time frame, ODM may elect to cancel the award, and award the Contract to the next ranked Supplier, or cancel or reissue this solicitation. Supplier’s submission of a Response to this solicitation constitutes acceptance of these contract requirements.

**Supplement N – State IT Requirements**

The Terms and Conditions located in Supplement N – State IT Requirements shall be a requirement of any contract(s) resulting from this RFP. These requirements are nonnegotiable, if the Supplier is unable to meet all or substantially all of these requirements ODM reserves the right to disqualify the Proposal.

**Supplement N: State IT Computing Policy Requirements, State Architecture and Computing Standards Requirements, State Security and Privacy Requirements, and State Data Handling Requirements:**

This Supplement shall apply to any and all Work, Services, Locations and Computing Elements that the Contractor will perform, provide, occupy or utilize in conjunction with the delivery of work to ODM and any access to State resources in conjunction with delivery of work.

This scope shall specifically apply to:

- Major and Minor Projects, Upgrades, Updates, Fixes, Patches and other Software and Systems inclusive of all State elements or elements under the Contractor’s responsibility utilized by ODM;
- Any systems development, integration, operations and maintenance activities performed by the Contractor;
- Any authorized Change Orders, Change Requests, Statements of Work, extensions or Amendments to this contract;
- Contractor locations, equipment and personnel that access State systems, networks or data directly or indirectly; and
- Any Contractor personnel, or sub-Contracted personnel that have access to State confidential, personal, financial, infrastructure details or sensitive data.

SIGNATURE PAGE FOLLOWS

Remainder of page intentionally left blank

## Attachment A5 – Certifications and Assurances

### Signature page

*Please provide a signature stipulating the Supplier's acknowledgement of the requirements for Attachment D-ODM Contract Model.*

Print Name of Authorized Personnel	Title
Signature of Authorized Personnel	Date

*Please provide a signature stipulating the Supplier's acknowledgement of the requirements for Supplement N-State IT Requirements.*

Print Name of Authorized Personnel	Title
Signature of Authorized Personnel	Date

<b>Technical Proposal Evaluation Process</b>							
<b>1. Initial Qualifying Criteria</b>							
Supplier must demonstrate that they can meet all the Mandatory Requirements as detailed in Section 3, if supplier does not meet the Mandatory Requirements the remainder of their technical proposal will not be scored.							
<b>2. Technical Criteria Scoring</b>							
Each question will be rated using the guidelines below multiplied by its assigned weighting value. EXAMPLE: meets (3 points) multiplied by a weighting of 5 would be 15 (3*5). The total technical score will be the summation of the scores from the question.							
<b>DOES NOT MEET</b> (0 pts.): Response does not comply substantially with requirements or is not provided.							
<b>WEAK</b> (1 pt.): Response was poor related to meeting the objectives.							
<b>WEAK TO MEETS</b> (2 pts.): Response indicates the objectives will not be completely met or at a level that will be below average.							
<b>MEETS</b> (3 pts.): Response generally meets the objectives (or expectations).							
<b>MEETS TO STRONG</b> (4 pts.): Response indicates the objectives will be exceeded.							
<b>STRONG</b> (5 pts.): Response significantly exceeds objectives (or expectations) in ways that provide tangible benefits or meets objectives (or expectations) and contains at least one enhancing feature that provides significant benefits.							
The total maximum technical score for this RFP is 410							
The minimum required technical proposal score is 185 points							
Any proposal that does not meet the minimum required technical proposal score will be disqualified from further consideration and not be							

Item #	Proposal Acceptance Criteria	RFP Section	Yes	No
1	Was the supplier's proposal received by the deadline as specified in the RFP?	2.1.6.5		
2	Did the supplier submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal?	6.1.6.4		
3	Does the supplier's proposal include all required affirmative statements and certifications, signed (in all required parts) by the supplier's responsible representative, as described in Attachment A to the RFP?	6.3		
4	Did the review team (in its initial/cursory review of the supplier's proposal) determine that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP?	9.3		
5	Is the supplier free from being prohibited to enter into a contract with ODM, due to restrictions related to the federal debarment list, unfair labor findings, or as established in ORC 9.24?	9.9		
6	Did the supplier provide proof, in the form of references and supporting documentation, of, at minimum, meeting ALL of the qualifications in section 3.1.A.1-3.1.A.11	3.1.A		
7	Did the supplier provide contact information, work name, dates of work, and a description of the services provided that are necessary for validating work experience related to demonstrating 3.1.A.1-3.1.A.11?	3.1.B.1-3.1.B.5		
8	Did the supplier describe how it or its subcontractors provide the experience necessary to meet the criteria in 3.1.B.1-3.1.B.5 and 3.5?	3.1.B, 3.6		
9	Has the supplier identified at least one qualified MBE business, as outlined in section 9.12, to set aside at least 15% of the cost of the work outlined in this RFP, to include details of the goods/services to be provided by the MBE, and letter of intent from the MBE?	3.1.B.7		
10	Did the supplier remove all sensitive and personal information (such as home addresses and social security numbers) of supplier staff and/or of any subcontractor and subcontractor staff from resumes or any other part of the proposal package? As stated in the RFP, "ODM reserves the right to disqualify any supplier whose proposal is found to contain such prohibited personal information."	3.6		
11	If response to the above criterion is "no", has ODM exercised its right to allow prohibited personal information in suppliers' proposals for this RFP project? a) If "yes" to this question, the supplier's proposal shall advance to Phase II scoring contingent upon supplier's proposal receiving a "yes" response to all other Phase I criteria. b) If "no" to this question, the supplier's proposal shall be disqualified and not receive further consideration.			
12	Has the supplier met all of the above Mandatory Supplier Qualifications in Phase I and can proceed to Phase II of the scoring criteria of the Technical Proposal?	Yes/No		

Question	Section #	Criterion	Weight	Rating (0-5)	Extended Score
<b>General</b>					
1	Overall	RFP Submittal Format. Supplier followed the RFP instructions and submitted response in such a way that information was easy to locate and interpret.	2		
2	Overall	RFP Submittal Content. Response content was clearly presented without extraneous information unrelated to material covered in RFP.	2		
<b>Organizational Experience and Capabilities</b>					
3	3.2	The supplier has provided a narrative description of the organization, including background information on the supplier and subcontractors, if appropriate, indicating sufficient organizational experience and staffing to perform the required functions.	3		
4	3.2.1.a	The supplier has demonstrated over five years of success in developing the capability of organizational leaders and staff to apply IHI-like QI concepts, tools, and methods and to lead projects incorporating these concepts.	3		
5	3.2.1.b	The supplier has demonstrated over five years of success in accelerating and measuring organizational culture change to an improvement-focus, incorporating systems thinking and person-centered design.	3		
6	3.2.1.c	The supplier has demonstrated over five years of success in leading multi-stakeholder improvement initiatives that incorporate the voice of the customer, rapid cycle testing, and the use of data to track improvement over time.	5		
7	3.2.1.d	The supplier has demonstrated over five years of success in connecting/collaborating with national experts in these fields to leverage the best of what is known about best practice across the country –at both practice and payer levels.	3		
8	3.2.1.e	The supplier has demonstrated over five years of success in recruiting clinical partners to advise and test interventions aimed at removing administrative barriers and establishing best clinical practice.	4		
9	3.2.1.f	The supplier has demonstrated over five years of success in developing and implementing methods for gathering data and providing data feedback to illustrate intervention effectiveness and to illustrate improved outcomes.	4		
10	3.2.1.g	The supplier has demonstrated five experience and knowledge of the following: Medicaid beneficiaries, policies, data systems, and processes; managed care delivery systems, organizations, and financing; quality assessment and improvement methods; quality improvement project design and methodology; and quality improvement-related statistical analysis (e.g., statistical process control).	3		
11	3.2.1.h	The supplier has over five years of experience applying an understanding of variation in healthcare utilization, identifying best practices, and leading interventions for improving care in community-based and primary care settings.	4		
12	3.5	The supplier has provided names of any subcontractors that will be involved and included their experience and qualifications in accordance with the requirements listed in Section 3.5.	4		
<b>Staff Experience and Capabilities</b>					

Question	Section #	Criterion	Weight	Rating (0-5)	Extended Score
13	3.3	The supplier has provided a narrative description of the project team assigned to accomplish the work called for in this RFP, identifying each person who will actually work on the project and the location where the work by each person will be performed.	4		
14	3.3.A	The supplier has identified a Quality Improvement Director (QID) with the qualifications defined in sections 3.3.A.1 and 3.3.A.2. The supplier has indicated that the QID will perform the duties defined in sections 3.3.A.3-3.3.A.5.	4		
15	3.3.B	The supplier has identified Quality Improvement Coordinator(s) with the qualifications defined in sections 3.3.B.1-3.3.B.3	4		

16	3.3.C	The supplier has identified a Quality Analyst(s) with the qualifications defined in section 3.3.C.	4		
17	3.3.D	The supplier has identified a Women and Infant Health Clinical Lead with the qualifications defined in section 3.3.D.	4		
18	3.4	The supplier acknowledged and agreed to all the terms of the Replacement of Key Personnel Section.	4		
19	3.7	The supplier provided a standard Dun & Bradstreet (D&B) Ratings report.	1		
20	3.8	Supplier has provided affirmation of their intent to participate in transition services.	1		
21	3.9	The supplier has indicated they will maintain the standards as outlined in the section.	1		

**Specification on Deliverables**

Question	Section #	Criterion	Weight	Rating (0-5)	Extended Score
22	4.2	The supplier provided a detailed technical approach that describes how it will define and perform each of the Scopes of Work and how they will develop and manage services performed under any, and all subcontracting arrangements. The proposal included a work plan for each Scope of Work with a timeline. The supplier's responses correspond to the appropriate Scope of Work.	5		
23	4.2.1, 4.2.2	The supplier has provided a technical approach and work plan to meet the deliverables for SOW 1 as described in Sections 4.2.2	3		
24	4.2.3, 4.2.4	The supplier has provided a technical approach and work plan to meet the deliverables for SOW 2 as described in Section 4.2.4.	3		
25	4.2.5, 4.2.6	The supplier has provided a technical approach and work plan to meet the deliverables for SOW 3 as described in Section 4.2.6.	3		

**Evaluation Criteria**

Question	Section #	Criterion	Weight	Rating (0-5)	Extended Score
26	5	Supplier has provided a summary of their Business Continuity Plan	1		
Total					

	Cost per Fiscal Year					
	SFY 2020 (Jan.- June)	SFY 2021	SFY 2022	SFY 2023	SFY 2024	SFY 2025
<b>SOW 1 Capacity Development</b>						
ODM QI Capacity Development						
<b>SOW 2 QI Project Lead</b>						
<b>MOMS+</b>						
Initiation (3-6 months)						
Planning (6 to 12 months)						
Implementation (Approximately 18 months)						
Sustainability & Spread Plan (Approximately 6 months)						
<b>Total QI Project Lead All Project Phases— MOMS+</b>						
<b>Diabetes Project</b>						
Planning (6 to 12 months)						
Implementation (Approximately 18 months)						
Sustainability & Spread Plan (Approximately 6 months)						
<b>Total QI Project Lead All Project Phases—Diabetes</b>						
<b>Progesterone</b>						
Implementation (Approximately 18 months)						
Sustainability & Spread Plan (Approximately 6 months)						
<b>Total QI Project Lead All Project Phases—Progesterone</b>						
<b>SFF Perinatal</b>						
Implementation (Approximately 18 months)						
Sustainability & Spread Plan (Approximately 6 months)						
<b>Total QI Project Lead All Project Phases—SFF Perinatal</b>						
<b>Total SOW 2- QI Lead all projects all phases</b>						
<b>SOW 3 Clinical Project Lead</b>						
<b>MOMS+</b>						
Initiation (3-6 months)						
Planning (6 to 12 months)						
Implementation (Approximately 18 months)						
<b>Total Clinical Lead All Project Phases— MOMS+</b>						
<b>Progesterone</b>						
Implementation (Approximately 18 months)						
<b>Total Clinical Lead —Progesterone</b>						

	Cost per Fiscal Year					
	SFY 2020 (Jan.- June)	SFY 2021	SFY 2022	SFY 2023	SFY 2024	SFY 2025
SFF Perinatal						
Implementation ( <i>Approximately 18 months</i> )						
<b>Total Clinical Lead—SFF Perinatal</b>						
<b>Total SOW 3- Clinical Lead all projects all phases</b>						
<b>Total of All Work:</b>						
<b>Cost Proposal Conditions:</b>						
1) Throughout all phases, the various contracted entities' lead will actively collaborate with other project partners to complete project tasks.						
2) Payment for each deliverable will be subject to a 25% withhold if the resulting deliverable does not meet the Agreement Manager's quality standards.						
3) Only enter annual costs in the unshaded cells.						
4) Due to schedule variability, the activities associated with a particular phase may not occur in the forecasted SFY. The appropriate contractual modifications will be made as needed.						
Denotes SOW						
Denotes Project						
Denotes Cost						

Hourly Rate Card	Hourly rate per SFY					
	SFY 2020 (Jan. - June)	SFY 2021	SFY 2022	SFY 2023	SFY 2024	SFY 2025
<b>Key Personnel</b>						
Quality Improvement Director						
Quality Improvement Coordinator						
Quality Analyst						
Clinical Lead						
Cost Proposal Conditions:						
1) Hourly rate card will not be used in RFP scoring, intended to provide reference for future projects within the scope of this RFP.						
2) All labor costs, both direct and indirect, are to be factored into quoted hourly rate.						
3) Proposals for future projects will be submitted using the hourly rates identified in this table allocated into the appropriate phases: initiation, planning, implementation, and sustainability/spread.						

**OHIO DEPARTMENT OF MEDICAID  
CONTRACT FOR SERVICES**

**C-2021-00-0000**

**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 PURPOSE AND LEGAL AUTHORITY.** CONTRACTOR will perform its responsibilities under this Contract [in accordance with the RFP and the Proposal] (Deliverables) 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. ODM will approve, review and comment on Deliverables ODM deems necessary to review, such as, publications, presentations and/or disseminations resulting from this Contract. ODM will approve, review and comment in a reasonable period of time and will not unreasonably withhold approval, review and comment. The intent of the ODM approval and review requirement for is to verify that any data provided to CONTRACTOR are accurately, appropriately described and analyzed, and that any discussions or references to federal/state regulations, state policies, directives, positions, or programs are factually correct and without contradiction to policy direction.

## ARTICLE II. CONFIDENTIALITY OF INFORMATION

- A. **CONTRACTOR** agrees that it shall not use any information, systems, or records made available to it for any purpose other than to fulfill the obligations specified herein. **CONTRACTOR** specifically agrees to comply with state and federal confidentiality and information disclosure laws, rules, and regulations applicable to programs under which this Contract exists, including, but not limited to:
1. United States Code, 42 USC 1320d through 1320d-8 (HIPAA);
  2. Code of Federal Regulations, 42 CFR 431.300, 431.302, 431.305, 431.306, 435.945, 45 CFR 164.502(e), 164.504(e), and 162.100;
  3. Ohio Revised Code, ORC 173.20, 173.22, 1333.61, 2305.24, 2305.251, 2305.252, 3701.243, 3701.028, 4123.27, 5101.26, 5101.27, 5160.39, 5160.45, 5168.13, and 5165.88; and
  4. Corresponding Ohio Administrative Code rules.
- B. **CONTRACTOR** agrees that any data created, received, maintained or transmitted on behalf of ODM by **CONTRACTOR** shall be returned to ODM not later than 90 calendar days following termination of this Contract and shall certify that no copies of source data were retained by **CONTRACTOR**, unless as may be otherwise provided for in this Contract or by law.
- C. **CONTRACTOR** shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper and/or electronic protected personal data and health information that it creates, receives, maintains, or transmits on behalf of ODM against use or disclosure not provided for by this Contract.
- D. **CONTRACTOR** agrees that access to the records and data provided by ODM for purposes of this Contract will be restricted to only those authorized employees, officials, subcontractors, and other persons who need it to perform duties related to this Contract. **CONTRACTOR** agrees to provide the ODM Contract Manager with a complete listing of any and all such persons who shall have access to the above referenced records and/or data.
- E. **CONTRACTOR** agrees that the above records and/or data and any records, reports, databases, and/or other derivative documents created from the information provided under this Contract shall be stored in an area that is physically safe from access from unauthorized persons during duty and non-duty hours. Information provided under this Contract shall be protected electronically to prevent unauthorized access by computer, remote access, or any other means. **CONTRACTOR** expressly agrees that no records will be accessed, tested, maintained, backed up or stored outside of the United States.

- F. **CONTRACTOR** shall assure that all persons who have access to the above referenced information shall be fully apprised as to the confidential nature of the information, the safeguards required to protect the information, and the applicable civil and criminal sanctions and penalties associated with any intentional or non-intentional disclosure. No subcontractor shall receive any information without a written agreement with **CONTRACTOR** incorporating these assurances.
- G. **CONTRACTOR** agrees that any information provided under this agreement that is proprietary shall be held to be strictly confidential by **CONTRACTOR**.
- H. **CONTRACTOR** shall not share or otherwise disclose any of the above referenced information to any third party without the express written authorization of the Director of ODM. If there is an incident of unauthorized disclosure of information, ODM must be notified in an acceptable timeframe to support regulatory requirements for breach notifications.
- I. **CONTRACTOR** shall permit onsite inspection by the State of Ohio (including but not limited to ODM, the Auditor of the State of Ohio, the Inspector General of Ohio, the Ohio Attorney General or any duly authorized law enforcement officials) and by agencies of the United States government.
- J. ODM will prepare data pursuant to the security and encryption standards found in Ohio IT Standard ITS-SEC-01, Data Encryption and Cryptography; and NIST Special Publication 800-53. **CONTRACTOR** shall prepare, store, and transmit all sensitive data relating to the state of Ohio in accordance with Ohio IT Standard ITS-SEC-01, Data Encryption and Cryptography; State of Ohio Administrative Policy IT-14, Data Encryption and Securing Sensitive Data; and NIST Special Publication 800-53.
- K. **CONTRACTOR** shall comply with Ohio Administrative Policy IT-04, Use of Internet, E-mail and Other IT Resources, as well as any associated agency policies prior to gaining access to statewide and ODM IT resources.
- L. The express terms and conditions of this Article shall be included in all subcontracts executed by **CONTRACTOR** for any and all work under this Contract.

### ARTICLE III. EFFECTIVE DATE OF THE CONTRACT

- A. This Contract is in effect from **July 1, 2019** or upon issuance of an approved State of Ohio purchase order, whichever is later, through **June 30, 2020**, unless this Contract is suspended or terminated prior to the expiration date. **This Contract may be renewed through June 30, \_\_\_\_\_, upon satisfactory completion of Deliverables 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. ODM will notify **CONTRACTOR** when this certification is given.

### ARTICLE IV. COMPENSATION

- A. The total amount payable under this Contract is **TOTAL AMT** Dollars (**\$TOTAL**). ODM will pay an amount up to \_\_\_\_\_ Dollars (**\$\_\_\_\_\_**) for State Fiscal Year **2020** and up to \_\_\_\_\_ Dollars (**\$\_\_\_\_\_**) for State Fiscal Year **2021** 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 \_\_\_\_\_ Dollars (**\$\_\_\_\_\_ Travel**) for SFY 2020 and \_\_\_\_\_ Dollars (**\$\_\_\_\_\_**) for SFY 2021, 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. Compensation will be paid to CONTRACTOR upon completion of Tasks and Deliverables pursuant to CONTRACTOR's accepted budget, as incorporated in Attachment C.
1. Seventy-Five percent (75%) of the total amount payable under this Contract shall be allocated to completing key milestones, while Twenty-Five percent (25%) of the total amount payable shall be designated as a performance holdback.
    - a. The total cost for each Task shall be budgeted in the following manner: forty-percent (40%) for completion of a first key milestone; thirty-five-percent (35%) for completion of a second key milestone; and twenty-five percent (25%) as a performance holdback payment.
    - b. The performance holdback is comprised of funds held back that are payable to CONTRACTOR upon satisfactorily completing Tasks and Deliverables, and the payment of which is described in Section I of this Article.
  2. Key milestones shall be specified by ODM or collaboratively determined and agreed upon by CONTRACTOR and ODM. The total payable amount of the performance holdback is determined by criteria specified in Section I of this Article. Unless otherwise directed by ODM, CONTRACTOR shall submit invoices:
    - a. Quarterly, for key milestones that have been completed and accepted by ODM.
    - b. For performance holdback payments, for the final quarter of each state fiscal year(s) during the Contract period. The total performance holdback payment made to CONTRACTOR by ODM shall be determined pursuant to this Article.

- D. 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.
- E. CONTRACTOR expressly understands that ODM will not compensate CONTRACTOR for any work performed prior to CONTRACTOR's receipt of notice from ODM that the provisions of ORC 126.07 have been met as set forth in ARTICLE III, nor for work performed after the ending date of this Contract.
  - F. 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.
  - G. 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.
  - H. 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.
  - I. Meeting Contract requirements and completing contractually-specified Tasks and Deliverables is of mutual interest to ODM and CONTRACTOR. To this end, the parties agree to collaborate on resolving any issues arising from and affecting the ability to complete Contract Tasks and Deliverables.
1. **Corrective Action Plans.** ODM and CONTRACTOR agree that ODM issuing a Corrective Action Plan (CAP) shall be strictly an action of last resort for resolving issues arising from and affecting the successful completion of Contract Tasks and Deliverables.

- a. The criteria specified herein with respect to issuance of CAPs shall be used by ODM to determine the total amount of the performance holdback awarded to CONTRACTOR.

Criteria	Holdback Payment
(1) ODM issued no more than one CAP for a Task.	<b>100%</b>
(2) ODM issued a second CAP for a Task.	<b>50%</b>
(3) ODM issued a third CAP for a Task.	<b>0%</b>

- b. If the same issue or deficiency affects two or more Tasks, one CAP shall be issued that addresses the issue or deficiency for all of the affected Tasks.
- c. One or more CAPs can be issued for a Task; however, they do not have to relate to the same issue or deficiency.
- d. If four or more CAPs are issued for a Task, at its discretion, ODM may invoke the provisions of Article V, Section D of the Contract.
- e. Within 30 calendar days of receiving a CAP (which ODM will provide via email), CONTRACTOR shall have 30 calendar days within which to cure issues identified by the CAP. However, certain instances may require a shorter cure period, which will be stated in the CAP along with its reason.

- f. CONTRACTOR will be held harmless due to re-work or delays resulting from ODM-directed changes affecting previously agreed-upon Task and/or Deliverable-specific requirements.
  - g. If CONTRACTOR does not or cannot complete any CAP issued under this Section, at its discretion, ODM may:
    - (1) Revise the CAP to enable CONTRACTOR to complete changes needed to meet acceptance by ODM; or
    - (2) Invoke the provisions of Article V, Section D of the Contract.
  2. **Determination of Final Performance Withholding Payment.** ODM shall consider the number of CAPs issued in determining the total performance holdback amount that will be retained from CONTRACTOR's final SFY 2020 and SFY 2021 invoices. At any time, if ODM determines to retain a portion the performance holdback, ODM shall advise CONTRACTOR verbally and in writing (via email) of the reason(s) for the withholding, the total amount, and the condition(s) upon which it is based.
- J. **Minority Business Enterprise Set-Aside Percentage:** Contractors doing business with all state-level agencies, including ODM, are required to identify and set aside a specific percentage of contract-related Work to be exclusively performed by Ohio-certified Minority Business Enterprise (MBE) businesses, and to actively seek and subcontract for these businesses' services. MBE set-aside required percentages for SFY 2020 and SFY 2021 are established pursuant to ARTICLE X.B.9. of this Contract, while related determinations regarding payments shall be managed pursuant to this Section.
1. On invoices submitted to ODM, for each Deliverable, CONTRACTOR shall indicate the dollar amount attributed to Ohio certified MBE subcontractors, along with documentation demonstrating the MBE subcontractor activities.
  2. If CONTRACTOR does not attain the MBE set-aside percentage prescribed by either ARTICLE X.B.9. or the percentage determined by ODM pursuant to an approved waiver or modification in accordance with ARTICLE X.B.9., CONTRACTOR shall forfeit any performance holdback in full.
  3. In addition to any withholding due to CONTRACTOR for not meeting the MBE set-aside required percentages, ODM shall determine the difference between the required percentage and the attained percentage to determine the *deficient percentage*. CONTRACTOR shall reimburse ODM an amount equal to the total fiscal year payments paid by ODM multiplied by the deficient percentage. Payment shall be submitted by CONTRACTOR to ODM within 90 days of ODM notifying CONTRACTOR of the deficiency and the total amount due.

For example, if VENDOR A has a contract with ODM for \$120,000.00 and is required to subcontract 10% (\$12,000.00) of the cost of the contract with an MBE, and VENDOR A performs \$10,000.00 worth of services each month, VENDOR A would invoice ODM \$9,000.00 per month, holding back \$1,000.00 from each invoice. If VENDOR A meets the 10% requirement and subcontracts at least \$12,000.00 with MBE businesses, at the end of the fiscal year VENDOR A will receive the \$12,000.00 in full. If VENDOR A only subcontracts \$6,000.00 to MBE vendors, VENDOR A forfeits the \$12,000.00 hold back and owes ODM \$6,000.00 as the difference between the required set-aside and the actual set-aside.

If a modification or waiver request is submitted and approved, ODM may waive or modify the forfeiture and/or deficiency payment.
  4. **Determination of Final Holdback Payment.** ODM shall consider CONTRACTOR's ability to meet the MBE set-aside in determining the total MBE holdback amount that will be retained from CONTRACTOR's final SFY 2020 and SFY 2021 invoices. At any time, if ODM determines to retain a portion the MBE holdback, ODM shall advise CONTRACTOR verbally and in writing (via email) of the reason(s) for the withholding, the total amount, and the condition(s) upon which it is based.

## ARTICLE V. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Contract will automatically terminate upon expiration of the time period in ARTICLE III, 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 IV;
  2. ODM discovers any illegal conduct by CONTRACTOR; or
  3. CONTRACTOR has violated any provision of ARTICLE X.
- 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 IV 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 VI. 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 X, 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 VII. 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.

CONTRACTOR must, for each subcontract in excess of \$2,500.00, require its subcontractors to agree to the same provisions of this Section. CONTRACTOR may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision. This provision does not apply to contracts where federal funds are used and the federal government requires audits of all subcontracts regardless of the amount of the contract.

- 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 # of years, no less than 3 year] years. 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 VIII. AMENDMENT AND ASSIGNMENT**

- A. This writing constitutes the entire agreement 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 IV of this Contract.

#### ARTICLE IX. 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 CONTRACTOR has knowledge of or reasonably should have knowledge of under the circumstances.

Further, CONTRACTOR shall report to ODM the following:

- a. Any use or disclosure of PHI which is not in compliance with the terms of this Agreement or applicable law of which it becomes aware; and
- b. Any security incident of which it becomes aware. For purposes of this Agreement, "security incident" means the unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

As soon as is practical following discovery of a reportable security incident, CONTRACTOR shall notify ODM of the existence and nature of the incident as understood at that time. CONTRACTOR shall immediately investigate the incident and within 24 hours of discovery shall provide ODM, in writing, a report describing the status and any results of CONTRACTOR's investigation.

Reporting and other communications made to ODM under this section must be made to ODM's HIPAA privacy officer and Office of Legal Counsel at: [PrivacyOffice@medicaid.ohio.gov](mailto:PrivacyOffice@medicaid.ohio.gov) and [Mcdlegal@medicaid.ohio.gov](mailto:Mcdlegal@medicaid.ohio.gov)

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 an 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 V, 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 X. CONTRACTOR CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

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. **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 governmental 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. **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 IV, 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. **Fair Labor Standards and Employment Practices.** CONTRACTOR certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.

2. **Civil Rights Laws.**

- a. CONTRACTOR, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all federal civil rights laws including:

- (1) Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352);
- (2) Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et seq.);
- (3) The Americans with Disabilities Act of 1990 (42 USC 12101, et seq.) and Section 504 of the Rehabilitation Act of 1973; and
- (4) The Age Discrimination Act of 1975 (42 USC 6101, et seq.).

- 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 that it will not participate in, condone or tolerate any form of sexual harassment against any employee, subcontractor, or other person or entity with which it is associated in performance of this Agreement, which is considered a form of sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, the Ohio Revised Code 4112.02, Ohio Administrative Code 123:1-49, the Anti-Discrimination Policy in State Government Executive Order 2019-05D, or state agency policy.

- d. 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.

- e. 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 Requirement.** ODM is committed to making more contracts and opportunities available to MBEs certified by the Ohio Department of Administrative Services pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. This Contract is awarded pursuant to a RFP containing a sheltered solicitation requirement which requires CONTRACTOR to seek and set aside a portion of the Work to be exclusively performed by Ohio certified MBE businesses.

In seeking solicitations from Ohio certified MBE subcontractors, CONTRACTOR certifies that it:

- a. Utilized a competitive process to which only Ohio certified MBEs may have responded;
- b. Established criteria by which prospective Ohio MBEs would be evaluated including business ability and specific experience related to the Work requirements; and
- c. Required that the Ohio certified MBE maintain a valid certification throughout the term of this Contract, including any renewals.

**MBE Subcontractor Plan.** CONTRACTOR certifies that it implemented an Ohio certified MBE subcontractor plan (Plan) as required by the RFP. The Plan (a) set aside for Ohio certified MBE subcontractors a minimum of 15% of the cost of this Contract; (b) used a competitive process for the selection of Ohio certified MBE subcontractors to which only Ohio certified MBEs were permitted to respond; and (c) identified proposed portions of Deliverables to be performed by Ohio certified MBE subcontractors. As a result of this process, CONTRACTOR selects \_\_\_\_\_ to perform services under this Contract.

**Tracking.** CONTRACTOR acknowledges that it must indicate on all invoices submitted to ODM the dollar amount attributed to the Deliverables provided by any selected Ohio certified MBE subcontractor to which CONTRACTOR subcontracts a portion of the Work under this Contract, along with documentation of its activities, and shall report such payments monthly to ODM. Compliance with CONTRACTOR's proposed cost set-aside percentage is a term of this Contract and failure to attain the proposed percentage each fiscal year may result in CONTRACTOR being found in breach of contract.

**Remedies.** CONTRACTOR may apply in writing to ODM for a waiver or modification of its proposed MBE set-aside cost percentage. However, no modification or waiver request may be submitted before at least 30% of the Deliverables are completed or after 80% of the Deliverables are completed. CONTRACTOR shall submit evidence acceptable to ODM demonstrating that CONTRACTOR made a good faith effort to seek Ohio certified 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 percentage before the completion of the Deliverables. Compliance with any modified cost set-aside percentage is a term of this Contract and failure to attain the percentage may result in CONTRACTOR being found in breach of contract.

**Fee at Risk.** Compliance with the minimum cost MBE set-aside percentage is a term of this Contract. CONTRACTOR agrees to place 15% of its payment at risk for failure to attain the MBE set-aside percentage each fiscal year, in accordance with ARTICLE IV.I.

10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**
  - a. CONTRACTOR certifies that by executing this Contract and by completing the Affirmation and Disclosure form, it has reviewed, understands, and will abide by the Governor's Executive Order 2019-12D 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 2019-12D, 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 USC 2000d, et seq.) and the Age Discrimination Act of 1975 (42 USC 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 USC 7401, et seq.) and the Federal Water Pollution Control Act as amended (33 USC 1251, et seq.). Violations must be reported to the Regional Office of the United States Environmental Protection Agency (US EPA) 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 USC 6201. Violations must be reported to the Regional Office of the US EPA 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 US EPA 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 \$10,000.00 or the value of the quantity acquired by the preceding federal fiscal year exceeded \$10,000.00; 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 US EPA guidelines.
16. **Experimental, Developmental, or Research Work.** When 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. **Boycott.** CONTRACTOR acknowledges that, pursuant to ORC 9.76, a state agency may not enter into or renew a contract for supplies, equipment or services with a company that operates to earn a profit unless CONTRACTOR provides the following declaration. If applicable, CONTRACTOR certifies that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade and will not do so during the Contract period. CONTRACTOR will notify ODM immediately if it boycotts a jurisdiction with whom the State of Ohio can enjoy open trade. ODM reserves the right to terminate this Agreement immediately upon discovery of such a boycott.
18. **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 XI. 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 XII. 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, 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 contributions to the Ohio Public Employees Retirement System 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. **Subcontracting.** All subcontracts will be at the sole expense of CONTRACTOR and CONTRACTOR will be solely responsible for payments of its subcontractors. CONTRACTOR assumes responsibility for all subcontracting and third-party work performed under this Contract. In addition, all subcontractors agree to be bound by the terms and conditions of this Contract. CONTRACTOR will be the sole point of contact with regard to all contractual matters.
- C. **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 IX 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.
- C. **[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 IV 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.
- D. **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. **[PUBLIC ENTITY] Infringement of Patent or Copyright.** To the extent permitted by law, if any of the materials, reports, or studies provided by GRANTEE are found to be infringing items and the use or publication thereof is enjoined, GRANTEE 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 GRANTEE under this Section survive the termination of this Agreement, without limitation
- E. **General Representations and Warranties.** CONTRACTOR warrants that:
1. The recommendations, guidance, and performance of CONTRACTOR under this Contract will be in accordance with the industry's professional standards, the requirements of this Contract and without material defect.
  2. The Deliverables are merchantable and fit for the particular purpose described in this Contract and will perform substantially in accordance with its user manuals, technical materials, and related writings.
  3. The Deliverables comply with all governmental, environmental and safety standards.
  4. CONTRACTOR has the right to enter into this Contract.
  5. CONTRACTOR has not entered into any other contracts or employment relationships that restrict CONTRACTOR's ability to perform under this Contract.
- F. **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.
- G. **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 VI. 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.
- H. **Severability.** If any provision of this Contract or the application of any provision is held by a court to be contrary to law, the remaining provisions of this Contract will remain in full force and effect.
- I. **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 XIII. CONSTRUCTION**

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

Signature Page Follows:

Remainder of page intentionally left blank

REP ATTACHMENT DRAFT

**ATTACHMENT E**  
**MBE SCORE SHEET**

The total maximum MBE points for this RFP is 26. If an applicant proposes a MBE subcontracting percentage greater than the minimum mandatory 15%, the following points will be added to the applicant's total score:

**PHASE IV – MBE SCORING CRITERIA:**

**CALCULATION OF MBE POINTS:**

Over 35.1% MBE set-aside- 100% available points=26 MBE Points

Between 25.1- 35% MBE set-aside- 50% available points =13 MBE Points

Between 15.1- 25% MBE set-aside- 25% available points = 7 MBE Points

Applicant MBE Plan Proposed subcontracting Percentage:

---

Applicant MBE Points:

---

## ATTACHMENT F

### COST POINT CALCULATION

The total maximum cost points for this RFP are 77. The applicant with the lowest cost proposal will receive the maximum point allotment. The remainder of the proposals shall receive points on a prorated basis as follows:

Cost points = (lowest Offeror's cost/Offeror's cost) x Maximum Available Cost Points = Offeror's points

Calculation example:

Maximum cost points= 60

Offeror X proposed cost = \$100.00

Offeror Y proposed cost = \$120.00

Offeror X has the lowest cost and would receive the maximum of 60 points.

Offeror Y's cost points are determined by dividing Offeror X's cost by Offeror Y's cost and multiplying by 60 ( $100/120 \times 60$ ) = 50 points

Lowest cost proposal: \_\_\_\_\_

Applicant cost proposal: \_\_\_\_\_

( \_\_\_\_\_ / \_\_\_\_\_ ) X 77 = \_\_\_\_\_

Lowest Cost	Offeror's Cost	Total Cost Points
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Applicant Total Cost Points: \_\_\_\_\_

# Supplement N

State IT Computing Policy Requirements

State Architecture and Computing Standards Requirements

State Security and Privacy Requirements

State Data Handling Requirements

Version Identifier:	Date:
2.0	8/29/2016
3.0	9/27/2016
4.0	1/10/2017
5.0	1/31/2017

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## 1. Overview and Scope

This Supplement shall apply to any and all Work, Services, Locations and Computing Elements that the Contractor will perform, provide, occupy or utilize in conjunction with the delivery of work to the State and any access to State resources in conjunction with delivery of work.

This scope shall specifically apply to:

- Major and Minor Projects, Upgrades, Updates, Fixes, Patches and other Software and Systems inclusive of all State elements or elements under the Contractor's responsibility utilized by the State;
- Any systems development, integration, operations and maintenance activities performed by the Contractor;
- Any authorized Change Orders, Change Requests, Statements of Work, extensions or Amendments to this contract;
- Contractor locations, equipment and personnel that access State systems, networks or data directly or indirectly; and
- Any Contractor personnel, or sub-Contracted personnel that have access to State confidential, personal, financial, infrastructure details or sensitive data.

The terms in this Supplement are additive to the Standard State Terms and Conditions contained elsewhere in this contract. In the event of a conflict for whatever reason, the highest standard contained in this contract shall prevail.

## 2. State IT Policy Requirements

The Contractor will comply with State of Ohio IT policies and standards. For the purposes of convenience, a compendium of IT policy and standard links is provided in the table below.

State of Ohio IT Policies and Standards

Item	Link
IT Policies and Standards	<a href="http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITPolicies/tabid/107/Default.aspx">http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITPolicies/tabid/107/Default.aspx</a>
Statewide IT Standards	<a href="http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITStandards.aspx">http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITStandards.aspx</a>
Statewide IT Bulletins	<a href="http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITBulletins.aspx">http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITBulletins.aspx</a>
DAS Policies	100-11 Protecting Privacy 700-00– Technology / Computer Usage Series 2000-00 – IT Operations and Management Series <a href="http://das.ohio.gov/Divisions/DirectorsOffice/EmployeeServices/DASPolicies/tabid/463/Default.aspx">http://das.ohio.gov/Divisions/DirectorsOffice/EmployeeServices/DASPolicies/tabid/463/Default.aspx</a>
Medicaid Policies	Ohio Department of Medicaid policies available upon request.

## 3. State Architecture and Computing Standards Requirements

### 3.1. Requirements Overview

Offerors responding to State issued RFQ/RFP requests, and as Contractors performing the work following an award, are required to propose solutions that comply with the standards outlined in this document. In the event Offeror finds it necessary to deviate from any of the standards, a variance may be requested, and the Offeror must show sufficient business justification for the variance request. The Enterprise IT Architecture Team will engage with the Contractor and appropriate State stakeholders to review and approve/deny the variance request.

#### 3.1.1. State of Ohio Standards

The State has a published Core Technology Stack as well as Enterprise Design Standards as outlined in this document and, due to State preferences, each are subject to improvements, elaboration and replacement. The State also provides numerous IT Services in both the Infrastructure and Application categories, as outlined in the State's IT Services Catalog at:

<http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITServiceCatalog.aspx>

### 3.1.2. Offeror Responsibilities

Offerors can propose on-premise or cloud-based solutions. When proposing on-premise solutions, Offerors and Contractors must comply with State requirements including using the State's Virtualized Compute Platform. Offerors proposing on-premise solutions are required to install third party applications on State- provided compute platforms. Dedicated server platforms are not compliant with the State's Virtualization Requirements.

In addition, Offerors are required to take advantage of all published IT Application Services where possible, ( i.e., Enterprise Service Bus, Content Management, Enterprise Document Management, Data Warehousing, Data Analytics and Reporting and Business Intelligence). When dedicated Application components (i.e., Application Servers, Databases, etc.) are required, i.e. Application Servers, Databases, etc., they should comply with the Core Technology standards. In addition, Offerors are required to take advantage of all published IT Application Services where possible, i.e. Enterprise Service Bus, Content Management, Enterprise Document Management, Data Warehousing, Data Analytics and Reporting and Business Intelligence. When dedicated Application components are required, i.e. Application Servers, Databases, etc., they should comply with the Core Technology standards.

## 3.2. Compute Requirements: Client Computing

Offerors **must not** propose solutions that require custom PC's, Laptops, Notebooks etc. The State will source its own Client computing hardware and the Offeror's proposed solutions are required to be compatible with the State's hardware.

### 3.2.1. Compute Requirements: Server / OS

Offerors **must** propose solutions that comply with the State's supported Server / OS versions.

The following are the State's Required Server and OS versions.

**Table 1 – Supported Server/OS versions**

Operating System	Version	Edition
Microsoft Windows Server	2012, 2012 R2	Standard, Enterprise, & Datacenter
RedHat Linux	7	Enterprise
IBM AIX	7.1	
Oracle Enterprise Linux		Enterprise

When Offerors are proposing on-premise solutions, these solutions must comply with the State's supported Server Compute Platforms.

The State hosts and manages the Virtual Server hardware and Virtualization layer. The State is also responsible for managing the server's Operating System (OS). This service includes 1 virtual CPU (vCPU), 1 GB of RAM and 50 GB of Capacity Disk Storage. Customers can request up to 8 vCPUs and 24GB of RAM.

For Ohio Benefits and the Ohio Administrative Knowledge System (OAKS) – Exalogic Version 2.0.6.0.2

### 3.2.2. Ohio Cloud: Hypervisor Environment

When Offerors are proposing on-premise solutions, these solutions *must* comply with the State's supported VMware vSphere, and IBM Power Hypervisor environment.

For Ohio Benefits and OAKS – Oracle Virtual Manager Version 3.3.1, Xen

## 3.3. Storage and Backup Requirements

### 3.3.1. Storage Pools

The State provides three pools (tiers) of storage with the ability to use and allocate the appropriate storage type based on predetermined business criticality and requirements. Storage pools are designed to support different I/O workloads.

When Offerors are proposing on-premise solutions, these solutions *must* take advantage of the State's Storage Service Offerings.

For Ohio Benefits and OAKS - HA (High Availability) storage used with Mirror configuration.

The pools and their standard use cases are below:

Table 2 – State Supported Storage Pools

Storage Pool	Availability	Performance	Typical Applications
Performance	Highest	Fast	Performance pool suited for high availability applications, with high I/O (databases).
General	High	Fast	General pool suitable for file servers, etc.
Capacity	High	Average	Capacity pool suitable for file servers, images and backup / archive). Not suited for high random I/O.

### 3.3.2. Backup

When Offerors are proposing on-premise solutions, these solutions *must* take advantage of the State's Backup Service Offering.

Backup service uses IBM Tivoli Storage Manager Software and provides for nightly backups of customer data. It also provides for necessary restores due to data loss or corruption. The option of performing additional backups, archiving, restoring or retrieving functions is available for customer data. OIT backup facilities provide a high degree of stability and recoverability as backups are duplicated to the alternate site.

For Ohio Benefits - Symantec NetBackup is the Enterprise backup solution.

### 3.4. Networking Requirements: Local Area Network (LAN) / Wide Area Network (WAN)

Offerors **must** propose solutions that work within the State's LAN / WAN infrastructure.

The State of Ohio's One Network is a unified solution that brings together Design, Engineering, Operations, Service Delivery, Security, Mobility, Management, and Network Infrastructure to target and solve key Government challenges by focusing on processes, procedures, consistency and accountability across all aspects of State and local government.

Ohio One Network can deliver an enterprise network access experience for their customers regardless of location or device and deliver a consistent, reliable network access method.

The State provides a high bandwidth internal network for internal applications to communicate across the State's LAN / WAN infrastructure. Normal traffic patterns at major sites should be supported.

Today, the State's WAN (OARnet) consists of more than 1,850 miles of fiber-optic backbone, with more than 1,500 miles of it operating at ultrafast 100 Gbps speeds. The network blankets the state, providing connectivity to all State Government Agencies.

The State of Ohio Network infrastructure utilizes private addressing, reverse proxy technology and Network Address Translation (NAT). All applications that are to be deployed within the infrastructure must be tolerant of these technologies for both internal product interaction as well as external user access to the proposed system, infrastructure or application.

The State network team will review applications requirements involving excessive bandwidth (i.e. voice, video, telemetry, or applications) deployed at remote sites.

### 3.5. Application Requirements

### 3.5.1. Application Platforms

When Offerors are proposing on-premise solutions, these solutions *must* be developed in open or industry standard languages (e.g. Java, .NET, PHP, etc.)

### 3.5.2. Open API's

Proposed vendor applications must be developed with standards-based Open API's. An open API is an [application program interface](#) that provides programmatic access to software applications. Proposed vendor applications must describe in detail all available features and functionality accessible via APIs.

### 3.5.3. SOA (Service Oriented Architecture)

When Offerors are proposing on-premise solutions, these solutions *must* be developed using a standards-based Service Oriented Architecture (SOA) model.

## 3.6. Database Platforms

Proposed vendor application designs must run on databases that comply with the State's supported Database Platforms.

- IBM DB2 Version 10
- Microsoft SQL Server 2012 or higher
- ORACLE 11G and 12C

## 3.7. Enterprise Application Services

The State of Ohio Office of Information Technology (OIT) provides a number of Enterprise Shared Services to State agencies as outline in the IT Services Catalog available at:

<http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITServiceCatalog.aspx>

At a minimum, proposed vendor application designs that include the following Application Services *must* use the Application IT Services outlined in the IT Services Catalog.

### 3.7.1. Health and Human Services: Integrated Eligibility

The Integrated Eligibility Enterprise platform provides four key distinct technology domains / capabilities:

- Common Enterprise Portal – includes User Interface and User Experience Management, Access Control, Collaboration, Communications and Document Search capability
- Enterprise Information Exchange – includes Discovery Services (Application and Data Integration, Master Data Management (MDM) Master Person Index and Record Locator Service), Business Process Management, Consent Management, Master Provider Index and Security Management
- Analytics and Business Intelligence – Integration, Analysis and Delivery of analytics in the form of alerts, notifications and reports
- Integrated Eligibility – A common Enterprise Application framework and Rules Engine to determine eligibility and benefits for Ohio Public Benefit Programs

### 3.7.2. The Ohio Business Gateway (OBG)

The Ohio Business Gateway (OBG) offers Ohio's businesses a time-and money-saving online filing and payment system that helps simplify business' relationship with Government agencies.

- New Business Establishment – Provides a single, portal based web location for the establishment of new businesses in Ohio, file with the required State agencies and ensure that business compliance requirements of the State are met.
- Single Point Revenue and Fee Collection - Manage payments to State’s payment processor (CBOSS) and broker payment to multiple agencies while creating transaction logs and Business Customer “receipts”.
- Business One-Stop Filing and Forms - Provides guides and forms to Business Users through complex transactions that have multiple steps, forms and / or filing requirements for users on procedures to complete the process including Agencies and (if applicable) systems they will need to interact with.
- Scheduling and Reminders - Notify Business Customers of a particular event that is upcoming or past due (Filing due) using a “calendar” or “task list” metaphor.
- Collections and Confirmations – Provides a Payment Card Industry (PCI) certified web-based payment solution that supports a wide range of payment types: credit cards, debit cards, electronic checks, as well as recurring, and cash payments.

### 3.7.3. Ohio Administrative Knowledge System (OAKS)

OAKS is the State’s Enterprise Resource Planning (ERP) system, which provides central administrative business services such as Financial Management, Human Capital Management, Content Management via myOhio.gov, Enterprise Learning Management, and Customer Relationship Management. Core System Capabilities include (but are not limited to):

#### Content Management (myohio.gov)

- Centralized Communications to State Employees and State Contractors
- OAKS alerts, job aids, and news
- Statewide Top Stories
- Portal to OAKS applications
- Employee and Contractor Management

#### Enterprise Business Intelligence

- Key Financial and Human Resources Data, Trends and Analysis
- Cognos driven standardized and adhoc reporting

#### Financial Management (FIN)

- Accounts Payable
- Accounts Receivable
- Asset Management
- Billing
- eBid
- eCatalog (Ohio Marketplace)
- eInvoicing
- eSupplier/Offeror Maintenance
- Financial Reporting
- General Ledger
- Planning and Budgeting
- Procurement
- Travel & Expense

#### Customer Relationship Management (CRM)

- Contact / Call Center Management

## Enterprise Learning Management (ELM)

- Training Curriculum Development
- Training Content Delivery

## Human Capital Management (HCM)

- Benefits Administration
- Payroll
- Position Management
- Time and Labor
- Workforce Administration: Employee and Contingent Workers
- Employee Self-Service
- eBenefits
- ePerformance
- Payroll

### 3.7.4. Enterprise Business Intelligence

- Health and Human Services Information
  - Eligibility
    - Operational Metrics
    - County Caseworker Workload
  - Claims
  - Long Term Care
- Financial Information
  - General Ledger (Spend, Disbursement, Actual/Forecast)
  - Travel and Expense
  - Procure to Pay (AP/PO/Offeror/Spend)
  - Capital Improvements
  - Accounts Receivable
  - Asset Management
- Workforce and Human Resources
  - Workforce Profile
  - Compensation
  - MBE/EDGE

### 3.7.5. SharePoint

Microsoft SharePoint Server 2013 portal setup and hosting services for agencies interested in internal collaboration, external collaboration, organizational portals, business process workflow, and business intelligence. The service is designed to provision, operate and maintain the State's enterprise Active Directory Accounts.

### 3.7.6. IT Service Management

ServiceNow, a cloud-based IT Service Management Tool that provides internal and external support through an automated service desk workflow based application which provides flexibility and ease of use. The IT Service Management Tool provides workflows aligning with ITIL processes such as Incident Management, Request Fulfillment, Problem Management, Change Management and Service Catalog.

### 3.7.7. Enterprise Geocoding Services

Enterprise Geocoding Services (EGS) combine address standardization, geocoding, and spatial analysis into a single service. Individual addresses can be processed in real time for on line applications or large numbers of addresses can be processed in batch mode.

### 3.7.8. GIS Hosting

GIS Hosting delivers dynamic maps, spatial content, and spatial analysis via the Internet. User agencies can integrate enterprise-level Geographic Information Systems (GIS) with map capabilities and spatial content into new or existing websites and applications.

## 3.8. Productivity, Administrative and Communication Requirements

### 3.8.1. Communication Services

The State of Ohio Office of Information Technology (OIT) provides a number of Enterprise Shared Services to State agencies as outline in the IT Services Catalog available at:

<http://das.ohio.gov/Divisions/InformationTechnology/StateofOhioITServiceCatalog.aspx>

At a minimum, proposed vendor application designs that include the following Communication Services **must** use the Communication Services outlined in the IT Services Catalog.

#### Exchange

- Exchange Mail
- Office 365
- Skype for Business Instant Messaging & Presence
- Enterprise Vault
- Clearwell eDiscovery
- Exchange Web Services
- Bulk Mailing
- External Mail Encryption
- Outbound Fax
- Mobile devices

#### EDI/Application Integration/Medicaid EDI

#### Lyris Listserv

#### On-premise application based FAX

#### eFAX

- Fax2Mail is a “hosted” fax solution that allows agencies to seamlessly integrate inbound and outbound Fax with their existing desktop E-mail and back-office environments. Fax2Mail is a “cloud-based” solution.

#### Voice over Internet Protocol (VoIP)

#### Audio Conference

#### Video Conference

#### Call Centers

#### 4. General State Security and Information Privacy Standards and Requirements

The selected Contractor will accept the security and privacy requirements outlined in this supplement in their entirety as they apply to the services being provided to the State. The Contractor will be responsible for maintaining information security in environments under the Contractor's management and in accordance with State IT Security Policies. The Contractor will implement an information security policy and security capability as set forth in this Contract. The Contractor shall provide the State with contact information for a single point of contact for security incidents.

The Contractor's responsibilities with respect to Security Services will include the following:

- Provide vulnerability management services for the Contractor's internal secure network connection, including supporting remediation for identified vulnerabilities as agreed. As a minimum, the Contractor shall provide vulnerability scan results to the State monthly.
- Support the implementation and compliance monitoring for State IT Security Policies.
- Develop, maintain, update, and implement security procedures, with State review and approval, including physical access strategies and standards, ID approval procedures and a breach of security action plan.
- Manage and administer access to the systems, networks, System software, systems files and State Data, excluding end-users.
- Provide support in implementation of programs to educate State and Contractor end-users and staff on security policies and compliance.
- Install and update Systems software security, assign and reset passwords per established procedures, provide the State access to create User ID's, suspend and delete inactive logon IDs, research system security problems, maintain network access authority, assist in processing State security requests, perform security reviews to confirm that adequate security procedures are in place on an ongoing basis, and provide incident investigation support (jointly with the State ), and provide environment and server security support and technical advice.
- Develop, implement, and maintain a set of automated and manual processes to ensure that data access rules are not compromised.
- Perform physical security functions (e.g., identification badge controls, alarm responses) at the facilities under the Contractor's control.
- Prepare an Information Security Controls Document. This document is the security document that is used to capture the security policies and technical controls that the Contractor will implement, as requested by the State, on Contractor managed systems, supported servers and the LAN within the scope of this contract. The Contractor will submit a draft Information Security Controls document for State review and approval during the transition period.

The State will:

- Develop, maintain and update the State IT Security Policies, including applicable State information risk policies, standards and procedures.
- Provide the contractor with contact information for security and program personnel for incident reporting purposes.
- Provide a State Single Point of Contact with responsibility for account security audits.
- Support intrusion detection and prevention and vulnerability scanning pursuant to State IT Security Policies.
- Conduct a Security and Data Protection Audit, if deemed necessary, as part of the testing process.
- Provide the State security audit findings material for the Services based upon the security policies, standards and practices in effect as of the Effective Date and any subsequent updates.
- Assist the Contractor in performing a baseline inventory of access IDs for the systems for which the Contractor has security responsibility.
- Authorize User IDs and passwords for the State personnel for the Systems software, software tools and network infrastructure systems and devices under Contractor management.

#### 4.1. State Provided Elements: Contractor Responsibility Considerations

The State is responsible for Network Layer (meaning the internet Protocol suite and the open systems interconnection model of computer networking protocols and methods to process communications across the IP network) system services and functions that build upon State infrastructure environment elements, the Contractor shall not be responsible for the implementation of Security Services of these systems as these shall be retained by the State.

To the extent that Contractor's accesses or utilizes State- provided networks, the Contractor is responsible for adhering to State policies and use procedures and doing so in a manner that does not diminish established State capabilities and standards.

The Contractor will be responsible for maintaining the security of information in environment elements that it accesses, utilizes, develops or manages in accordance with the State Security Policy. The Contractor will implement information security policies and capabilities, upon review and contract by the State, based on the Contractors standard service center security processes that satisfy the State's requirements contained herein.

The Contractor's responsibilities with respect to Security Services must also include the following:

- Support intrusion detection & prevention, including prompt agency notification of such events, reporting, monitoring and assessing security events. Notification is to be provided to the State for suspected as well as verified security events. For suspected events, the Contractor shall provide regular updates to the State on the status of efforts to verify the event as an actual security event.
- Provide vulnerability management services including supporting remediation for identified vulnerabilities as agreed.
- Support State IT Security Policy which includes the development, maintenance, updates, and implementation of security procedures with the agency's review and approval, including physical access strategies and standards, ID approval procedures and a breach of security action plan.
- Support OIT in the implementation, maintenance and updating of statewide data security policies, including the State information risk policies, standards and procedures.
- Managing and administering access to the systems, networks, Operating Software or System Software, [including programs, device drivers, microcode and related code supporting documentation and media] that: 1) perform tasks basic to the functioning of data processing and network connectivity; and 2) are required to operate Applications Software), systems files and the State Data.
- Supporting the State in implementation of programs to raise the awareness of End Users and staff personnel to security risks and to the existence and importance of security policy compliance.
- Installing and updating State provided or approved system security Software, assigning and resetting passwords per established procedures, providing the agency access to create user ID's, suspend and delete inactive logon IDs, research system security problems, maintain network access authority, assisting in processing the agency requested security requests, performing security audits to confirm that adequate security procedures are in place on an ongoing basis, with the agency's assistance providing incident investigation support, and providing environment and server security support and technical advice.
- Developing, implementing, and maintaining a set of automated and manual processes so that the State Data access rules, as they are made known by the State, are not compromised.
- Performing physical security functions (e.g., identification badge controls, alarm responses) at the facilities under Contractor control.

#### 4.2. Periodic Security and Privacy Audits

The State shall be responsible for conducting periodic security and privacy audits, and generally utilizes members of the OIT Chief Information Security Officer and Privacy teams, the OBM Office of Internal Audit and the Auditor of State, depending on the focus area of an audit. Should an audit issue or finding be discovered, the following resolution path shall apply:

- If a security or privacy issue exists in any of the IT resources furnished to the Contractor by the State (e.g., code, systems, computer hardware and software), the State will have responsibility to address or resolve the issue. Dependent on the nature of the issue, the State may elect to contract with the Contractor under mutually agreeable terms for those specific resolution services at that time or elect to address the issue independent of the Contractor. The Contractor is responsible for resolving any security or privacy issues that exist in any of the IT resources they provide to the State.
- For in-scope environments and services, all new systems implemented or deployed by the Contractor shall comply with State security and privacy policies.

#### 4.2.1. State Penetration and Controls Testing

The state may, at its sole discretion, elect to perform a Security and Data Protection Audit, at any time, that includes a thorough review of contractor controls; security/privacy functions and procedures; data storage and encryption methods; backup/restoration processes; as well as security penetration testing and validation. The state may utilize a third party contractor to perform such activities as to demonstrate that all security, privacy and encryption requirements are met.

State Acceptance Testing will not proceed until the contractor cures all findings, gaps, errors or omissions pertaining to the audit to the state's written satisfaction. Such testing will be scheduled with the contractor at a mutually convenient time during the development and finalization of the project plan, as required by the state.

#### 4.3. Annual Security Plan: State and Contractor Obligations

The Contractor will develop, implement and thereafter maintain annually a Security Plan, that is in alignment with the National Institute of Standards and Technology ("NIST") Special Publication (SP) 800-53 (current, published version), for review, comment and approval by the State Information Security and Privacy Officers. As a minimum, the Security Plan must include and implement processes for the following items related to the system and services:

- Security policies
- Logical security controls (privacy, user access and authentication, user permissions, etc.)
- Technical security controls and security architecture (communications, hardware, data, physical access, software, operating system, encryption, etc.)
- Security processes (security assessments, risk assessments, incident response, etc.)
- Detail the technical specifics to satisfy the following:
  - Network segmentation
  - Perimeter security
  - Application security and data sensitivity classification
  - PHI and PII data elements
  - Intrusion management
  - Monitoring and reporting
  - Host hardening
  - Remote access
  - Encryption
  - State-wide active directory services for authentication
  - Interface security
  - Security test procedures
  - Managing network security devices
  - Security patch management
  - Detailed diagrams depicting all security-related devices and subsystems and their relationships with other systems for which they provide controls
  - Secure communications over the Internet

The Security Plan must detail how security will be controlled during the implementation of the System and Services and contain the following:

- High-level description of the program and projects
- Security risks and concerns
- Security roles and responsibilities
- Program and project security policies and guidelines
- Security-specific project deliverables and processes
- Security team review and approval process
- Security-Identity management and Access Control for Contractor and State joiners, movers, and leavers
- Data Protection Plan for personal/sensitive data within the projects
- Business continuity and disaster recovery plan for the projects
- Infrastructure architecture and security processes
- Application security and industry best practices for the projects
- Vulnerability and threat management plan (cyber security)

#### 4.4. State Network Access (VPN)

Any remote access to State systems and networks, Contractor or otherwise, must employ secure data transmission protocols, including the secure sockets layer (SSL) protocol and public key authentication, signing and encryption. In addition, any remote access solution must use Secure Multipurpose Internet Mail Extensions (S/MIME) to provide encryption and non-repudiation services through digital certificates and the provided PKI. Multi-factor authentication is to be employed for users with privileged network access by leveraging the State of Ohio RSA or Duo Security solutions.

#### 4.5. Security and Data Protection.

All Services must also operate at the [moderate level baseline] as defined in NIST (SP) 800-53 (current, published version) [moderate baseline requirements], be consistent with Federal Information Security Management Act ("FISMA") requirements, and offer a customizable and extendable capability based on open-standards APIs that enable integration with third party applications. Services must provide the State's systems administrators with 24x7 visibility into the services through a real-time, web-based "dashboard" capability that enables them to monitor, in real or near real time, the Services' performance against the established SLAs and promised operational parameters.

#### 4.6. State Information Technology Policies

The Contractor is responsible for maintaining the security of information in environment elements under direct management of the Contractor and in accordance with State Security policies and standards. The Contractor will implement information security policies and capabilities as set forth in Statements of Work and, upon review and contract by the State, based on the Offeror's standard service center security processes that satisfy the State's requirements contained herein. The Offeror's responsibilities with respect to security services include the following:

- Support intrusion detection & prevention including prompt agency notification of such events, reporting, monitoring and assessing security events.
- Support State IT Security Policy which includes the development, maintenance, updates, and implementation of security procedures with the agency's review and approval, including physical access strategies and standards, ID approval procedures and a breach of security action plan.
- Managing and administering access to the Operating Software, systems files and the State Data.
- Installing and updating State provided or approved system security Software, assigning and resetting administrative passwords per established procedures, providing the agency access to create administrative user ID's, suspending and deleting inactive logon IDs, researching system security problems, maintaining network access authority, assist processing of the agency requested security requests, performing security

audits to confirm that adequate security procedures are in place on an ongoing basis, providing incident investigation support with the agency's assistance, and providing environment and server security support and technical advice.

- Developing, implementing, and maintaining a set of automated and manual processes so that the State Data access rules are not compromised.
- Where the Contractor identifies a potential issue in maintaining an "as provided" State infrastructure element with the more stringent requirement of an agency security policy (which may be federally mandated or otherwise required by law), identifying to agencies the nature of the issue, and if possible, potential remedies for consideration by the State agency.
- The State shall be responsible for conducting periodic security and privacy audits and generally utilizes members of the OIT Chief Information Security Officer and Privacy teams, the OBM Office of Internal Audit and the Auditor of State, depending on the focus area of an audit. Should an audit issue be discovered the following resolution path shall apply:
  - If a security or privacy issue is determined to be pre-existing to this Contract, the State will have responsibility to address or resolve the issue. Dependent on the nature of the issue the State may elect to contract with the Contractor under mutually agreeable terms for those specific resolution services at that time or elect to address the issue independent of the Contractor.
  - If over the course of delivering services to the State under this Statement of Work for in-scope environments the Contractor becomes aware of an issue, or a potential issue that was not detected by security and privacy teams the Contractor is to notify the State within two (2) hours. This notification shall not minimize the more stringent Service Level Contracts pertaining to security scans and breaches contained herein, which due to the nature of an active breach shall take precedence over this notification. Dependent on the nature of the issue the State may elect to contract with the Contractor under mutually agreeable terms for those specific resolution services at that time or elect to address the issue independent of the Contractor.
  - For in-scope environments and services, all new systems implemented or deployed by the Contractor shall comply with State security and privacy policies.

The Contractor will comply with State of Ohio IT policies and standards. For the purposes of convenience, a compendium of IT policy and standard links is provided in Section 2, State IT Policy Requirements.

## 5. State and Federal Data Privacy Requirements

Because the privacy of individuals' personally identifiable information (PII) and State Sensitive Information, generally information that is not subject to disclosures under Ohio Public Records law, (SSI) is a key element to maintaining the public's trust in working with the State, all systems and services shall be designed and shall function according to the following fair information practices principles. To the extent that personally identifiable information in the system is "protected health information" under the HIPAA Privacy Rule, these principles shall be implemented in alignment with the HIPAA Privacy Rule. To the extent that there is PII in the system that is not "protected health information" under HIPAA, these principles shall still be implemented and, when applicable, aligned to other law or regulation.

The Contractor specifically agrees to comply with state and federal confidentiality and information disclosure laws, rules and regulations applicable to work associated with this RFP including but not limited to:

- United States Code 42 USC 1320d through 1320d-8 (HIPAA);
- Code of Federal Regulations, 42 CFR 431.300, 431.302, 431.305, 431.306, 435.945,45 CFR164.502 (e) and 164.504 (e);
- Ohio Revised Code, ORC 173.20, 173.22, 1347.01 through 1347.99, 2305.24, 2305.251, 3701.243, 3701.028, 4123.27, 5101.26, 5101.27, 5101.572, 5112.21, and 5111.61; and
- Corresponding Ohio Administrative Code Rules and Updates.
- Systems and Services must support and comply with the State's security operational support model, which is aligned to NIST SP 800-53 (current, published version).
- IRS Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies

## 5.1. Protection of State Data

- **Protection of State Data.** “State Data” includes all data and information created by, created for, or related to the activities of the State and any information from, to, or related to all persons that conduct business or personal activities with the State, including, but not limited to, PII and SSI. To protect State Data as described in this Contract, in addition to its other duties regarding State Data, Contractor will: Maintain in confidence any personally identifiable information (“PI”) and State Sensitive Information (“SSI”) it may obtain, maintain, process, or otherwise receive from or through the State in the course of the Contract;
- Use and permit its employees, officers, agents, and independent contractors to use any PII/SSI received from the State solely for those purposes expressly contemplated by the Contract;
- Not sell, rent, lease or disclose, or permit its employees, officers, agents, and independent contractors to sell, rent, lease, or disclose, any such PII/SSI to any third party, except as permitted under this Contract or required by applicable law, regulation, or court order;
- Take all commercially reasonable steps to (a) protect the confidentiality of PII/SSI received from the State and (b) establish and maintain physical, technical and administrative safeguards to prevent unauthorized access by third parties to PII/SSI received by the Contractor from the State;
- Give access to PII/SSI of the State only to those individual employees, officers, agents, and independent contractors who reasonably require access to such information in connection with the performance of Contractor’s obligations under this Contract;
- Upon request by the State, promptly destroy or return to the State in a format designated by the State all PII/SSI received from the State;
- Cooperate with any attempt by the State to monitor Contractor’s compliance with the foregoing obligations as reasonably requested by the State from time to time. The State shall be responsible for all costs incurred by Contractor for compliance with this provision of this subsection;
- Establish and maintain data security policies and procedures designed to ensure the following:
  - Security and confidentiality of PII/SSI;
  - Protection against anticipated threats or hazards to the security or integrity of PII/SSI; and
  - Protection against the unauthorized access to, disclosure of or use of PII/SSI.

### 5.1.1. Disclosure

**Disclosure to Third Parties.** This Contract shall not be deemed to prohibit disclosures in the following cases:

- Required by applicable law, regulation, court order or subpoena; provided that, if the Contractor or any of its representatives are ordered or requested to disclose any information provided by the State, whether PII/SSI or otherwise, pursuant to court or administrative order, subpoena, summons, or other legal process or otherwise believes that disclosure is required by any law, ordinance, rule or regulation, Contractor will promptly notify the State in order that the State may have the opportunity to seek a protective order or take other appropriate action. Contractor will also cooperate in the State’s efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded the information provided by the State. If, in the absence of a protective order, Contractor is compelled as a matter of law to disclose the information provided by the State, Contractor may disclose to the party compelling disclosure only the part of such information as is required by law to be disclosed (in which case, prior to such disclosure, Contractor will advise and consult with the State and its counsel as to the scope of such disclosure and the nature of wording of such disclosure) and Contractor will use commercially reasonable efforts to obtain confidential treatment for the information;
- To State auditors or regulators;
- To service providers and agents of either party as permitted by law, provided that such service providers and agents are subject to binding confidentiality obligations; or
- To the professional advisors of either party, provided that such advisors are obligated to maintain the confidentiality of the information they receive.

## 5.2. Handling the State's Data

The Contractor must use due diligence to ensure computer and telecommunications systems and services involved in storing, using, or transmitting State Data are secure and to protect State Data from unauthorized disclosure, modification, use or destruction. To accomplish this, the Contractor must adhere to the following principles:

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

## 5.3. Contractor Access to State Networks Systems and Data

The Contractor must maintain a robust boundary security capacity that incorporates generally recognized system hardening techniques. This includes determining which ports and services are required to support access to systems that hold State Data, limiting access to only these points, and disable all others.

To do this, the Contractor must:

- Use assets and techniques such as properly configured firewalls, a demilitarized zone for handling public traffic, host-to-host management, Internet protocol specification for source and destination, strong authentication, encryption, packet filtering, activity logging, and implementation of system security fixes and patches as they become available.
- Use two-factor authentication to limit access to systems that contain particularly sensitive State Data, such as personally identifiable information.
- Assume all State Data is both confidential and critical for State operations. The Contractor's security policies, plans, and procedure for the handling, storage, backup, access, and, if appropriate, destruction of State Data must be commensurate to this level of sensitivity unless the State instructs the Contractor otherwise in writing.
- Employ appropriate intrusion and attack prevention and detection capabilities. Those capabilities must track unauthorized access and attempts to access State Data, as well as attacks on the Contractor's infrastructure associated with the State Data. Further, the Contractor must monitor and appropriately address information from its system tools used to prevent and detect unauthorized access to and attacks on the infrastructure associated with the State Data.
- Use appropriate measures to ensure that State Data is secure before transferring control of any systems or media on which State Data is stored. The method of securing the State Data must be appropriate to the situation and may include secure overwriting, destruction, or encryption of the State Data before transfer of control. The transfer of any such system or media must be reasonably necessary for the performance of the Contractor's obligations under this Contract.
- Have a business continuity plan in place that the Contractor tests and updates at least annually. The plan must address procedures for response to emergencies and other business interruptions. Part of the plan must address backing up and storing data at a location sufficiently remote from the facilities at which the Contractor maintains State Data in case of loss of State Data at the primary site. The Contractor's backup

solution must include plans to recover from an intentional deletion attempt by a remote attacker with compromised administrator credentials (e.g., keeping periodic copies offline, or in write-only format).

The plan also must address the rapid restoration, relocation, or replacement of resources associated with the State Data in the case of a disaster or other business interruption. The Contractor's business continuity plan must address short- and long-term restoration, relocation, or replacement of resources that will ensure the smooth continuation of operations related to the State's Data. Such resources may include, among others, communications, supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware. The Contractor also must provide for reviewing, testing, and adjusting the plan on an annual basis.

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

#### **5.4. Encryption, Portable Devices, Data Transfer and Media**

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

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

To the extent the State requires the Contractor to adhere to specific processes or procedures in addition to those set forth above in order for the Contractor to comply with the managed services principles enumerated herein, those processes or procedures are set forth in this contract.

#### **5.5. Limited Use; Survival of Obligations.**

Contractor may use PII/SSI only as expressly authorized by the Contract and for no other purpose. Contractor's limited right to use PII/SSI expires upon conclusion, non-renewal or termination of this Agreement for any reason. Contractor's obligations of confidentiality and non-disclosure survive termination or expiration for any reason of this Agreement.

#### **5.6. Disposal of PII/SSI.**

Upon expiration of Contractor's limited right to use PII/SSI, Contractor must return all physical embodiments to the State or, with the State's permission; Contractor may destroy PII/SSI. Upon the State's request, Contractor shall provide written certification to the State that Contractor has returned, or destroyed, all such PII/SSI in Contractor's possession.

## 5.7. Remedies

If Contractor or any of its representatives or agents breaches the covenants set forth in these provisions, irreparable injury may result to the State or third parties entrusting PII/SSI to the State. Therefore, the State's remedies at law may be inadequate and the State shall be entitled to seek an injunction to restrain any continuing breach. Notwithstanding any limitation on Contractor's liability, the State shall further be entitled to any other rights or remedies that it may have in law or in equity.

## 5.8. Prohibition on Off-Shore and Unapproved Access

The Contractor shall comply in all respects with U.S. statutes, regulations, and administrative requirements regarding its relationships with non-U.S. governmental and quasi-governmental entities including, but not limited to the export control regulations of the International Traffic in Arms Regulations ("ITAR") and the Export Administration Act ("EAA"); the anti-boycott and embargo regulations and guidelines issued under the EAA, and the regulations of the U.S. Department of the Treasury, Office of Foreign Assets Control, HIPAA Privacy Rules and other conventions as described and required in this Supplement.

The Contractor will provide resources for the work described herein with natural persons who are lawful permanent residents as defined in 8 U.S.C. 1101 (a)(20) or who are protected individuals as defined by 8 U.S.C. 1324b(a)(3). It also means any corporation, business association, partnership, society, trust, or any other entity, organization or group that is incorporated to do business in the U.S. It also includes any governmental (federal, state, local), entity.

**The State specifically prohibits sending, taking or making available remotely (directly or indirectly) any State information including State Data, software, code, intellectual property, designs and specifications, system logs, system data, personal or identifying information and related materials out of the United States in any manner,** except by mere travel outside of the U.S. by a person whose personal knowledge includes technical data; or transferring registration, control, or ownership to a foreign person, whether in the U.S. or abroad, or disclosing (including oral or visual disclosure) or transferring in the United States any State article to an embassy, any agency or subdivision of a foreign government (e.g., diplomatic missions); or disclosing (including oral or visual disclosure) or transferring data to a foreign person, whether in the U.S. or abroad.

The Contractor shall not use State data for any engagements outside of the scope of the contracted agreement. Using State of Ohio data to test or provide proof-of-concept for other engagements is expressly prohibited.

It is the responsibility of all individuals working at the State to understand and comply with the policy set forth in this document as it pertains to end-use export controls regarding State restricted information.

Where the Contractor is handling confidential employee or citizen data associated with Human Resources data, the Contractor will comply with data handling privacy requirements associated with HIPAA and as further defined by The United States Department of Health and Human Services Privacy Requirements and outlined in <http://www.hhs.gov/ocr/privacysummary.pdf>

It is the responsibility of all Contractor individuals working at the State to understand and comply with the policy set forth in this document as it pertains to end-use export controls regarding State restricted information.

Where the Contractor is handling confidential or sensitive State, employee, citizen or Ohio Business data associated with State Data, the Contractor will comply with data handling privacy requirements associated with the data HIPAA and as further defined by The United States Department of Health and Human Services Privacy Requirements and outlined in <http://www.hhs.gov/ocr/privacysummary.pdf>.

## 5.9. Background Check of Contractor Personnel

Contractor agrees that (1) it will conduct 3<sup>rd</sup> party criminal background checks on Contractor personnel who will perform Sensitive Services (as defined below), and (2) no Ineligible Personnel will perform Sensitive Services under this Contract. "Ineligible Personnel" means any person who (a) has been convicted at any time of any criminal offense involving dishonesty, a breach of trust, or money laundering, or who has entered into a pre-trial

diversion or similar program in connection with a prosecution for such offense, (b) is named by the Office of Foreign Asset Control (OFAC) as a Specially Designated National, or (c) has been convicted of a felony.

“Sensitive Services” means those services that (i) require access to Customer/Consumer Information, (ii) relate to the State’s computer networks, information systems, databases or secure facilities under circumstances that would permit modifications to such systems, or (iii) involve unsupervised access to secure facilities (“Sensitive Services”).

Upon request, Contractor will provide written evidence that all of Contractor’s personnel providing Sensitive Services have undergone a criminal background check and are eligible to provide Sensitive Services. In the event that Contractor does not comply with the terms of this section, the State may, in its sole and absolute discretion, terminate this Contract immediately without further liability.

## 5.10. Federal Tax Information

Contract Language for General Services. Required for systems or solutions which contain Federal Tax Information.

### 5.10.1. Performance

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by its employees with the following requirements:

- All work will be done under the supervision of the Contractor or the Contractor's employees.
- Any return or return information made available in any format shall be used only for the purposes of performing this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract.  
Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
- All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of its computer facility, and no output will be retained by the Contractor after the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or its designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- All computer systems receiving, processing, storing, or transmitting Federal Tax Information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operations, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- No work involving Federal Tax Information furnished under this Contract will be subcontracted without prior written approval of the IRS.
- The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- The agency will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

## 5.10.2. Criminal/Civil Sanctions

1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431.
3. Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with Contract safeguards.

## 6. Contractor Responsibilities Related to Reporting of Concerns, Issues and Security/Privacy Issues

### 6.1. General

If, over the course of the Contract a security or privacy issue arises, whether detected by the State, a State auditor or the Contractor, that was not existing within an in-scope environment or service prior to the commencement of any contracted service associated with this Contract, the Contractor must:

- notify the State of the issue or acknowledge receipt of the issue within two (2) hours;
- within forty-eight (48) hours from the initial detection or communication of the issue from the State, present an potential exposure or issue assessment document to the State Account Representative and the State Chief Information Security Officer with a high level assessment as to resolution actions and a plan;
- within four (4) calendar days, and upon direction from the State, implement to the extent commercially reasonable measures to minimize the State's exposure to security or privacy until such time as the issue is resolved; and

- upon approval from the State implement a permanent repair to the identified issue at the Contractor's cost.

## 6.2. Actual or Attempted Access or Disclosure

If the Contractor determines that there is any actual, attempted or suspected theft of, accidental disclosure of, loss of, or inability to account for any PII/SSI by Contractor or any of its subcontractors (collectively "Disclosure") and/or any unauthorized intrusions into Contractor's or any of its subcontractor's facilities or secure systems (collectively "Intrusion"), Contractor must immediately:

- Notify the State within two (2) hours of the Contractor becoming aware of the unauthorized Disclosure or Intrusion;
- Investigate and determine if an Intrusion and/or Disclosure has occurred;
- Fully cooperate with the State in estimating the effect of the Disclosure or Intrusion's effect on the State and fully cooperate to mitigate the consequences of the Disclosure or Intrusion;
- Specify corrective action to be taken; and
- Take corrective action to prevent further Disclosure and/or Intrusion.

## 6.3. Unapproved Disclosures and Intrusions: Contractor Responsibilities

- The Contractor must, as soon as is reasonably practicable, make a report to the State including details of the Disclosure and/or Intrusion and the corrective action Contractor has taken to prevent further Disclosure and/or Intrusion. Contractor must, in the case of a Disclosure cooperate fully with the State to notify the effected persons as to the fact of and the circumstances of the Disclosure of the PII/SSI. Additionally, Contractor must cooperate fully with all government regulatory agencies and/or law enforcement agencies having jurisdiction to investigate a Disclosure and/or any known or suspected criminal activity.
- Where the Contractor identifies a potential issue in maintaining an "as provided" State infrastructure element with the more stringent of an Agency level security policy (which may be Federally mandated or otherwise required by law), identifying to Agencies the nature of the issue, and if possible, potential remedies for consideration by the State agency.
- If over the course of delivering services to the State under this Statement of Work for in-scope environments the Contractor becomes aware of an issue, or a potential issue that was not detected by security and privacy teams the Contractor is to notify the State within two (2) hour. This notification shall not minimize the more stringent Service Level Contracts pertaining to security scans and breaches contained herein, which due to the nature of an active breach shall take precedence over this notification. Dependent on the nature of the issue the State may elect to contract with the Contractor under mutually agreeable terms for those specific resolution services at that time or elect to address the issue independent of the Contractor.

## 6.4. Security Breach Reporting and Indemnification Requirements

- In case of an actual security breach that may have compromised State Data, the Contractor must notify the State in writing of the breach within two (2) hours of the Contractor becoming aware of the breach. In the case of a suspected breach, the Contractor must notify the State in writing of the suspected breach within twenty-four (24) hours of the Contractor becoming aware of the suspected breach.
- The Contractor must fully cooperate with the State to mitigate the consequences of such a breach/suspected breach. This includes any use or disclosure of the State Data that is inconsistent with the terms of this Contract and of which the Contractor becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Contract by an employee, agent, or subcontractor of the Contractor.
- The Contractor must give the State full access to the details of the breach/suspected breach and assist the State in making any notifications to potentially affected people and organizations that the State deems are necessary or appropriate. The Contractor must document all such incidents/suspected incidents, including its response to them, and make that documentation available to the State on request.

- In addition to any other liability under this Contract related to the Contractor's improper disclosure of State Data, and regardless of any limitation on liability of any kind in this Contract, the Contractor will be responsible for acquiring one year's identity theft protection service on behalf of any individual or entity whose personally identifiable information is compromised while it is in the Contractor's possession. Such identity theft protection must provide coverage from all three major credit reporting agencies and provide immediate notice through phone or email of attempts to access the individuals' credit history through those services.

## 7. Security Review Services

As part of a regular Security Review process, the Contractor will include the following reporting and services to the State:

### 7.1. Hardware and Software Assets

The Contractor will support the State in defining and producing specific reports for both hardware and software assets. At a minimum this should include:

- Deviations to hardware baseline
- Inventory of information types by hardware device
- Software inventory against licenses (State purchased)
- Software versions and then scans of versions against patches distributed and applied

### 7.2. Security Standards by Device and Access Type

The Contractor will:

- Document security standards by device type and execute regular scans against these standards to produce exception reports
- Document and implement a process for deviation from State standards

### 7.3. Boundary Defenses

The Contractor will:

- Work with the State to support the denial of communications to/from known malicious IP addresses\*
- Ensure that the System network architecture separates internal systems from DMZ and extranet systems
- Require remote login access to use two-factor authentication
- Support the State's monitoring and management of devices remotely logging into internal network
- Support the State in the configuration firewall session tracking mechanisms for addresses that access System

### 7.4. Audit Log Reviews

The Contractor will:

- Work with the State to review and validate audit log settings for hardware and software
- Ensure that all systems and environments have adequate space to store logs
- Work with the State to devise and implement profiles of common events from given systems to both reduce false positives and rapidly identify active access
- Provide requirements to the State to configure operating systems to log access control events
- Design and execute bi-weekly reports to identify anomalies in system logs
- Ensure logs are written to write-only devices for all servers or a dedicated server managed by another group.

## 7.5. Application Software Security

The Contractor will:

- Perform configuration review of operating system, application and database settings
- Ensure software development personnel receive training in writing secure code

## 7.6. System Administrator Access

The Contractor will

- Inventory all administrative passwords (application, database and operating system level)
- Implement policies to change default passwords in accordance with State policies, particular following any transfer or termination of personnel (State, existing MSV or Contractor)
- Configure administrative accounts to require regular password changes
- Ensure service level accounts have cryptographically strong passwords
- Store passwords in a hashed or encrypted format
- Ensure administrative accounts are used only for administrative activities
- Implement focused auditing of administrative privileged functions
- Configure systems to log entry and alert when administrative accounts are modified
- Segregate administrator accounts based on defined roles

## 7.7. Account Access Privileges

The Contractor will:

- Review and disable accounts not associated with a business process
- Create daily report that includes locked out accounts, disabled accounts, etc.
- Implement process for revoking system access
- Automatically log off users after a standard period of inactivity
- Monitor account usage to determine dormant accounts
- Monitor access attempts to deactivated accounts through audit logging
- Profile typical account usage and implement or maintain profiles to ensure that Security profiles are implemented correctly and consistently

## 7.8. Additional Controls and Responsibilities

The Contractor will meet with the State no less frequently than annually to:

- Review, Update and Conduct Security training for personnel, based on roles
- Review the adequacy of physical and environmental controls
- Verify the encryption of sensitive data in transit
- Review access control to information based on established roles and access profiles
- Update and review system administration documentation
- Update and review system maintenance policies
- Update and Review system and integrity policies
- Revised and Implement updates to the System security program plan
- Update and Implement Risk Assessment Policies and procedures
- Update and implement incident response procedures