

REQUEST FOR PROPOSALS

RFP NUMBER: 0A06007
DATE ISSUED: May 22, 2006

The State of Ohio, through the Office of Information Technology, Investment and Governance Division, for the Department of Job and Family Services is requesting proposals for:

Medicaid Information Technology System (MITS)

INQUIRY PERIOD BEGINS: May 25, 2006
INQUIRY PERIOD ENDS: July 19, 2006
OPENING DATE: July 27, 2006
OPENING TIME: 11:00 A.M.
OPENING LOCATION: Office of Information Technology
Contract Management Bid Room
30 East Broad Street, 40th Floor
Columbus, Ohio 43215

PRE-PROPOSAL CONFERENCE DATE: June 14, 2006, at 9:00 a.m.

This RFP consists of five Parts and 12 Attachments, totaling 180 consecutively numbered pages. Supplements also are attached to this RFP with a beginning header page and an ending trailer page. Please verify that you have a complete copy.

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PART ONE: EXECUTIVE SUMMARY

Purpose

This is a Request for Competitive Sealed Proposals ("RFP") under Sections 125.071 and 125.18 of the Ohio Revised Code (the "Revised Code") and Section 123:5-1-8 of the Ohio Administrative Code (the "Administrative Code"). The Ohio Department of Job and Family Services (JFS) has asked the Office of Information Technology ("OIT") to solicit competitive sealed proposals ("Proposals") for its Medicaid Information Technology System (MITS) (the "Project"), and this RFP is the result of that request.

If a suitable offer is made in response to this RFP, the State of Ohio (the "State"), through OIT, may enter into a contract (the "Contract") to have the selected offeror (the "Contractor") perform all or part of the Project. This RFP provides details on what is required to submit a Proposal for the Project, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the work.

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

Once awarded, the term of the Contract will be from the award date through June 30, 2007. But the State may renew this Contract for up to three additional two-year terms, subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of JFS.

The State may reject any Proposal if the offeror fails to meet a deadline in the submission or evaluation phases of the selection process or objects to the dates for performance of the Project or the terms and conditions in this RFP.

Background

JFS, through the Office of Ohio Health Plans (OHP), serves as the single State agency responsible for the administration of the Medical Assistance (Medicaid) Program, Title XIX of the Social Security Act, the State Children's Health Insurance Program (SCHIP), and other publicly funded health coverage programs. Ohio's Medicaid program is the sixth largest public health care purchaser in the country, providing health care coverage for an estimated 1.8 million Ohioans at a projected cost of nearly \$12 billion in SFY 2004. Currently, the State processes approximately 65 million Medicaid claims per year. OHP represents 75% of all long term care, and constitutes 25% of Ohio's budget expenditures, and 76% of JFS' budget expenditures. OHP's plans provide essential health care coverage for 1:3 births, 1:4 children, and 1:4 seniors over the age of 85 years. More information about JFS can be found at <http://jfs.ohio.gov> and OHP at <http://jfs.ohio.gov/ohp>.

MITS is a strategic Project to develop and implement an IT system to support the business needs of Ohio's Medicaid health plans. OHP has been selected as an early adopter of the Center of Medicare and Medicaid Services' (CMS) new Medicaid Information Technology Architecture (MITA) (<http://www.cms.hhs.gov/medicaid/mmis/mita.asp>), which will:

- * Streamline systems development,
- * Provide systems capacity to manage the Medicaid enterprise,
- * Enable the health plan to become a value purchaser of health care quality and outcomes, and
- * Maximize enhanced Federal Financial Participation (FFP) at 75-90%, as well as influence in the federal strategic system development.

MITS is first and foremost a business transformation Project. The State recognizes for a Project of this size, scope, and importance for the State and its citizens, the Project must focus on three core elements for success – people, process and technology. Since success in this project will be judged on the success of OHP to more effectively and efficiently manage the state's Medicaid program, JFS will be the primary State Contact for the MITS project. Accordingly, the successful MITS Contractor must be able to work with JFS to:

- Assess the skills and capabilities of its human capital resources and based on that assessment to improve knowledge skills;
- Analyze its “As Is” and “To Be” business processes to guide business process reengineering; and
- Bring proven, flexible, scaleable, and interoperable technical solutions to solve business problems and deliver business value.

The current IT systems supporting OHP are 20-year old stand-alone mainframe systems, some client server systems, and a decision support system (DSS). The Medicaid Management Information System (MMIS) is a State operated claims adjudication mainframe system that was purchased from Consultec, Inc. in 1984 and implemented in 1986, and today processes both Medicaid and County Disability Claims. Medical service providers submit claims and are reimbursed for eligible services rendered to eligible consumers based on JFS and federal policy. Client eligibility is determined through CRIS-e, which is also a legacy mainframe system used by 15,000 caseworkers and administrators in support of the State and federal programs for Ohio Works First (OWF); Prevention, Retention and Contingency (PRC); Food Stamps (FS); Temporary Assistance for Needy Families (TANF) and Medicaid benefits to eligible Ohio consumers. FACSIS/SACWIS also determines Medicaid eligibility for foster care and adoption assistance for children interfacing with Ohio's child welfare systems. Core operations in support of these users include application intake, eligibility determination, and issuance of benefits to clients. Other IT systems supporting OHP's business include the Medstat DSS, a long term care facilities rate system, and managed care management and reporting system.

Although health care is one of the most regulated and rapidly changing businesses in the country, the vast majority of OHP's business processes are manual, people-dependent, inefficient, and costly. At best, many of these processes are managed through isolated databases, including paper claims and adjustments, third party liability and coordination of benefits, rules management, rate setting and projecting, county medical services, provider enrollment, and network management. In fact, 42% of OHP's workforce is in the Bureau of Plan Operations, which is responsible for most of these manual processes. Other bureaus are responsible for development and coordination of OHP's more than 588 administrative rules, multiple Medicaid state plans and amendments, and several value purchasing plans – fee-for-service, managed care, enhanced care management, and waivers. Other critical health plan functions, including long term care rate setting and managed care performance management are maintained on stand alone client-server environments. Financial management and cost projection for various provider types and the Medicaid program is largely dependent on subject matter experts with limited technology supports.

Ohio MITS will be based on a transfer system, which will be designed and modified to meet the MITS system requirements for each of the business functions. In addition, JFS expects the Contractor to use commercial off the shelf software and other best of breed solutions to meet applicable business requirements whenever possible.

Many of the functions and services required by MITS must be addressed during the design, development, and implementation (DDI) tasks of the Project. JFS has sought to identify all needed and current functions and services across the various business functions but realize that JFS may have omitted some or have identified redundant ones. JFS is looking for a long-term partner in the DDI of MITS. An integral element of this partnership is to work together in a cooperative manner to identify all requirements and then to leverage the flexibility of the MITS solution to meet them.

Objectives

The State has the following objectives that it wants this Project to fulfill, and it will be the Contractor's obligation to ensure that the Project meets these objectives:

The Contractor's approach to meeting the system requirements presented in this RFP and to performing the Scope of Work tasks must enable the MITS to:

- Meet or exceed all requirements in 42 CFR 433, Subpart C and Part 11 of State Medicaid Manual which can be found at http://www.cms.hhs.gov/manuals/pub45/pub_45.asp;
- Anticipate, address, and support emerging federal guidelines for MITA;
- Meet or exceed federal MMIS certification standards;

- Obtain and exchange consumer eligibility information with the current Ohio eligibility determination system, the Social Security Administration, and Medicare;
- Interface and provide data to non-traditional managed care/enhanced managed care data systems, and with any other new stand-alone components selected by the Contractor and brought in to meet required business functions;
- Provide the information and processing capabilities necessary for JFS to be compliant with all regulations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) including accepting and sending all electronic data interchange (EDI) formats;
- Meet or exceed all requirements identified in the RFP; and
- Facilitate the implementation of future program initiatives and legislative requirements.

Overview of the Project's Scope of Work

The scope of work for the Project is provided in Attachment One: Part One of this RFP. This section only gives a summary of that work. If there is any inconsistency between this summary and the attachment's description of the work, the attachment will govern.

The scope of services required includes project management; business transformation management; systems analysis and design; development; testing; data conversion; training; implementation; stabilization; certification; transition; operation and maintenance; and enhancement. Training of and knowledge transfer to JFS staff is required throughout the Project.

The Contractor must use an iterative system development approach to complete the implementation of MITS. JFS requires the delivery of MITS in two phases. The first phase (MITS Phase 1) will have a duration of no more than two years from the date work begins. The second phase (MITS Phase 2) must be submitted for acceptance no later than 12 months from the date MITS Phase 1 goes into production.

Mandatory Requirement Overview. The following tables contain mandatory requirements that will be evaluated on a pass/fail basis. Failure to meet any of the following mandatory requirements may be grounds for disqualification. Once a pass/fail evaluation has been completed, some of the mandatory requirements will be scored based on a meets, exceeds or greatly exceeds evaluation.

Offeror Mandatory Requirements	Pass	Fail
Within the last three years, served as the prime Contractor who successfully implemented a certified MMIS solution.		
The proposed solution must align with MITA architecture. Offerors must describe how the proposed solution meets the following MITA requirements and indicate where in its Proposal the system demonstrates meeting these requirements: <ul style="list-style-type: none"> • Industry based, open architectural standards; • Modular components; • Relational database; • Web and real-time processing; • Rules Engine management; • Data privacy, security, and integrity with access limited by staff role; and • Interoperable systems that support e-communication and processing between systems. 		
The proposed project schedule must accomplish the full implementation and successful cut-over of Phase 1 functionality within a maximum of 24 months from the start date.		
The proposed project schedule must accomplish the full implementation of all business requirements within a maximum of 36 months from the start date (no more than twelve months after Phase 1 production date.)		

Project Manager Mandatory Requirements	Pass	Fail
A minimum of 60 months full-time experience as a project manager.		
Experience as the project manager on a minimum of two projects that encompassed the full system development life cycle from initiation through post implementation on a large scale project where one of the projects lasted a minimum of 18 months.		
Technical Manager Mandatory Requirements	Pass	Fail
A minimum of 36 months full-time experience as a technical manager for projects involving an enterprise-wide architecture, networking, multiple systems integration, hardware, and software.		
Experience managing a technical team and its activities from inception through implementation on a minimum of one project of similar size and complexity to MITS.		

Calendar of Events

The schedule for the Project is given below. The State may change this schedule at anytime. If the State changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Website's question and answer area for this RFP. The Website announcement will be followed by an amendment to this RFP, also available through the State Procurement Website. After the Proposal due date and before the award of the Contract, the State will make schedule changes through the RFP amendment process. And the State will make changes in the Project schedule after the Contract award through the change order provisions in the General Terms and Conditions Attachment to this RFP. It is each prospective offeror's responsibility to check the Website question and answer area for this RFP for current information regarding this RFP and its Calendar of Events through award of the Contract.

Dates

Firm Dates

RFP Issued:	May 25, 2006
Inquiry Period Begins:	May 25, 2006
Pre-Proposal Conference Date:	June 14, 2006
Inquiry Period Ends:	July 17, 2006
Proposal Due Date:	July 25, 2006 at 11:00 a.m.

Estimated Dates

Contract Award	January 5, 2007
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There are references in this RFP to the Proposal due date. Prospective offerors must assume, unless it is clearly provided to the contrary in this RFP, that any such reference means the date and time (Columbus, Ohio local time) that the Proposals are due and not just the date.

PART TWO: STRUCTURE OF THIS RFP

Organization

This RFP is organized into five Parts and has 12 Attachments. The Parts and Attachments are listed below. There also may be one or more supplements to this RFP listed below.

Parts

- Part 1 Executive Summary
- Part 2 Structure of this RFP
- Part 3 General Instructions
- Part 4 Evaluation of Proposals
- Part 5 Award of the Contract

Attachments

Attachment One	Project Requirements and Special Provisions
Part One	Project Requirements
Part Two	Special Provisions
Attachment Two	Requirements for Proposals
Attachment Three	General Terms and Conditions
Part One	Performance and Payment
Part Two	Project & Contract Administration
Part Three	Ownership & Handling of Intellectual Property & Confidential Information
Part Four	Representations, Warranties and Liabilities
Part Five	Acceptance and Maintenance
Part Six	Construction
Part Seven	Law & Courts
Attachment Four	Sample Contract
Attachment Five	Sample Deliverable Submittal and Acceptance (Deliverable Sign-Off Form)
Attachment Six	Offeror Profile Summary
6-A	Offeror Mandatory Requirements
6-B	Offeror Requirements
6-C	Offeror Desirable Qualifications
Attachment Seven	Offeror / Subcontractor Profile Summary
7-A	Intentionally Omitted
7-B	Offeror / Subcontractor Requirements
7-C	Intentionally Omitted
Attachment Eight	Contractor Performance Form
Attachment Nine	Personnel Profile Summary
9-A	Candidate References
9-B	Candidate Education & Training
9-C	Candidate Mandatory Requirements
9-D	Candidate Requirements
9-E	Candidate Desirable Qualifications
Attachment Ten	System Development Life Cycle ("SDLC") Overview
Attachment Eleven	HIPAA Business Associate Agreement
Attachment Twelve	Cost Summary

Supplements

Supplement One	W-9 Form
Supplement Two	MITs Business Requirements
Supplement Three	MITs Glossary of Terms
Supplement Four	Technical System Requirements
Supplement Five	Business Architecture Framework / Service Oriented Architecture and Service Migration Requirements
Supplement Six	Integration Architecture Requirements

Supplement Seven	Data Conversion Requirements
Supplement Eight	MIS Standards and Best Practices
Supplement Nine	Business Requirement Matrix
Supplement Ten	Technical Requirement Matrix
Supplement Eleven	Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization
Supplement Twelve	Excluded Entities List

PART THREE: GENERAL INSTRUCTIONS

The following sections provide details on how to get more information about this RFP and how to respond to this RFP. All responses must be complete and in the prescribed format.

Contacts

The following person will represent the State during the RFP process:

Procurement Representative:

Margaret Owens, Acquisition Analyst
Office of Information Technology
Acquisition Management Office
30 East Broad Street, 39th Floor
Columbus, Ohio 43215

During the performance of the Project, a State representative (the "JFS Project Representative") will represent JFS and be the primary contact for the Project. The State will designate the JFS Project Representative in writing after the Contract award.

Inquiries

Offerors may make inquiries regarding this RFP anytime during the inquiry period listed in the Calendar of Events. To make an inquiry, offerors must use the following process:

Access the State Procurement Website at http://procure.ohio.gov/proc/index_text.asp;

From the Navigation Bar on the left, select "Find It Fast";

Select "Doc/Bid/Schedule #" as the Type;

Enter the RFP number found on the first page of this RFP (RFP numbers begin with zero followed by the letter "A");

Click the "Find It Fast" button;

On the document information page, click the "Submit Inquiry" button;

On the document inquiry page, complete the required "Personal Information" section by providing:

- First and last name of the prospective offeror's representative who is responsible for the inquiry,
- Name of the prospective offeror,
- Representative's business phone number, and
- Representative's email address;

Type the inquiry in the space provided including:

- A reference to the relevant part of this RFP,
- The heading for the provision under question, and
- The page number of the RFP where the provision can be found; and

Click the "Submit" button.

An offeror submitting an inquiry will receive an immediate acknowledgement that the State has received the inquiry as well as an email acknowledging receipt. The offeror will not receive a personalized email response to the question, nor will the offeror receive notification when the State has answered the question.

Offerors may view inquiries and responses using the following process:

Access the State Procurement Website at http://procure.ohio.gov/proc/index_text.asp;

From the Navigation Bar on the left, select "Find It Fast";

Select "Doc/Bid/Schedule #" as the Type;
Enter the RFP number found on Page 1 of the document (RFP numbers begin with zero followed by the letter "A");
Click the "Find It Fast" button; and
On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.

The State usually responds to all inquiries within three business days of receipt, excluding weekends and State holidays. But the State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

Pre-Proposal Conference

The State will hold a Pre-Proposal Conference on Wednesday, June 14, 2006, in room Lobby Hearing Room of the Rhodes Tower, 30 E. Broad Street, Columbus, OH 43215 at 9:00 a.m eastern time. The purpose of this conference is to discuss the RFP and the Project with prospective offerors and to allow them to ask questions arising from their initial review of this RFP.

Attendance at the Pre-Proposal Conference is not a prerequisite to submitting a Proposal.

Amendments to the RFP

If the State revises this RFP before the Proposals are due, it will announce any amendments on the State Procurement Website.

Offerors may view amendments using the following process:

Access the State Procurement Website at http://procure.ohio.gov/proc/index_text.asp;
From the Navigation Bar on the left, select "Find It Fast";
Select "Doc/Bid/Schedule #" as the Type;
Enter the RFP number found on the first page of this (RFP numbers begin with zero followed by the letter "A");
Click the "Find It Fast" button; and
On the document information page, click on the amendment number to display the amendment.

When an amendment to this RFP is necessary, the State may extend the Proposal due date through an announcement on the State Procurement Website. The State may issue amendment announcements anytime before 5:00 p.m. on the day before Proposals are due, and it is each prospective offeror's responsibility to check for announcements and other current information regarding this RFP.

After the Proposal due date, the State will distribute amendments only to those offerors whose Proposals are under active consideration. When the State amends the RFP after the Proposals due date, the State will permit offerors to withdraw their Proposals within five business days after the amendment is issued. This withdrawal option will allow any offeror to remove its Proposal from active consideration should the offeror feel that the amendment changes the nature of the transaction so much that the offeror's Proposal is no longer in its interests. Alternatively, the State may allow offerors that have Proposals under active consideration to modify their Proposals in response to the amendment, as described below.

When the State amends the RFP after the Proposal due date, the State will inform all offerors whose Proposals are under active consideration whether they may modify their Proposals in response to the amendment. Anytime the State amends the RFP after the Proposal due date, an offeror will have the option to withdraw its Proposal, even if the State permits modifications to the Proposals. If offerors are allowed to modify their Proposals, the State may limit the nature and scope of the modifications. Unless otherwise provided in the State's notice, offerors must make any modifications or withdrawals in writing and submit them to the State within five business days after the amendment is issued at the address and in the same manner required for the submission of the original Proposals. If this RFP provides for a negotiation phase, this submission procedure will not apply to changes negotiated during that phase. The State may reject any modification that is broader in scope than the State has authorized in the announcement of the amendment and treat it as a withdrawal of the offeror's Proposal.

Proposal Submittal

On the Proposal due date, each offeror must submit a technical section and a cost section as part of its total Proposal. The offeror must submit the technical section as a separate package from the cost section, and each section must be submitted in its own separate, opaque envelope. The technical section may not exceed a total of 400 8.5 by 11-inch numbered pages (400 single sided or 200 double sided pages). Offeror's Proposal may include 11 by 17-inch pages, but 11 by 17-inch page will count as two pages. All pages must have 1-inch (or more) margins at the top, bottom, left and right sides of each page and with text in at least 10-point font size. A smaller font size may be used for graphics and Microsoft Project WBS text. Tables of contents, tables of figures, tab sheets, page dividers, or state-required supplements and state-required attachments such as the profile summaries do not count toward the 400-page limit. Attachment Two contains an indication of whether each required section of the Proposal is included or excluded from the page limitation count.

The envelope with the technical section of the Proposal must be sealed and contain eight complete and signed copies of the technical section of the Proposal (one original signature and seven copies), and the envelope with the cost section also must be sealed and contain three complete and signed copies of the cost section of the Proposal (one original and two copies). Further, the offeror must mark the outside of each envelope with either "0A06007 - JFS – MITS RFP – Technical Section" or "0A06007 - JFS – MITS RFP – Cost Section," as appropriate.

Included in each sealed envelope, the offeror also must provide an electronic copy of everything contained within the package on CD-ROM in Microsoft Word 2000, Microsoft Excel 2000, Microsoft Project 2002, and PDF format, as appropriate. If there is a discrepancy between the hard copy and the electronic copy of the Proposal, the hard copy will control, and the State will base its evaluation of the offeror's Proposal on the hard copy.

Proposals are due no later than 11:00 a.m. on the Proposal due date. Proposals submitted by email or fax are not acceptable, and the State may reject them. Offerors must submit their Proposals to:

Office of Information Technology
Contract Management Bid Room
30 East Broad Street, 40th Floor
Columbus, Ohio 43215

The State may reject any Proposals or unsolicited modifications that it receives after the deadline. An offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. Additionally, offerors must allow for potential delays due to increased security. The Ohio Building Authority has stationed x-ray equipment on the Rhodes Tower loading dock and uses it to x-ray in-coming deliveries and mail. Loading dock hours are from 7:00 am to 5:00 pm, Monday through Friday, excluding State holidays. No deliveries will be accepted before or after these hours without prior arrangements. Further, all deliveries to Rhodes Tower must be made through the loading dock, where they will be scanned and tagged. Moreover, any visitors attempting to bring packages through the Rhodes Tower lobby that cannot be opened for inspection will be redirected to the loading dock to have their packages scanned and tagged. Offerors must allow sufficient time for this additional security process, since the State may reject late Proposals regardless of the cause for the delay.

Each offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered or withdrawn, except as allowed by this RFP.

By submitting a Proposal, the offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. The State is not responsible for the accuracy of any information regarding this RFP that was gathered through a source other than the inquiry process described in the RFP.

Revised Code §9.24 prohibits the State from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery (a "Finding"), if the Finding is unresolved at the time of the award. This also applies to renewals of contracts. By submitting a Proposal, the offeror warrants that it is not subject to an unresolved Finding under ORC 9.24 at the time of its submission. Additionally, the offeror warrants that it will notify OIT in writing immediately upon becoming subject to such an unresolved Finding after submitting its Proposal and before the award of a Contract under this RFP. And should the State select the offeror's Proposal

for award of a Contract, this warranty of immediate written notice will apply during the term of the Contract, including any renewals or extensions. Further, the State may treat any unresolved Finding against the Contractor that prevents a renewal of the Contract as a breach, in accordance with the provisions of Attachment Three, General Terms and Conditions.

The State may reject any Proposal if the offeror takes exception to the terms and conditions of this RFP, includes unacceptable assumptions or conditions in its Proposal, fails to comply with the procedure for participating in the RFP process, or fails to meet any requirement of this RFP. The State also may reject any Proposal that it believes is not in its interests to accept and may decide not to do business with any or all of the offerors responding to this RFP.

Offerors may not prepare or modify their Proposals on State premises.

All Proposals and other material that offerors submit will become the property of the State and may be returned only at the State's option. Offerors should not include any proprietary information in a Proposal or other material submitted as part of the evaluation process, because the State will have the right to use any materials or ideas submitted in any Proposal without compensation to the offeror. Additionally, all Proposals will be open to the public after the State has awarded the Contract.

The State will retain all Proposals, or a copy of them, as part of the Contract file for at least three years. After the three-year retention period, the State may return, destroy, or otherwise dispose of the Proposals and any copies of them.

Waiver of Defects

The State may waive any defects in any Proposal or in the submission process followed by an offeror. But the State will only do so if it believes that it is in the State's interests and will not cause any material unfairness to other offerors.

Multiple or Alternate Proposals

The State will not accept multiple Proposals from a single offeror or any alternative solutions or options to the requirements of this RFP. Additionally, any offeror that disregards a requirement in this RFP simply by proposing an alternative to it will have submitted a defective Proposal that the State may reject. Additionally, any offeror that submits multiple Proposals may have all its Proposals rejected.

Changes to Proposals

The State will allow modifications or withdrawals of Proposals only if the State receives them before the Proposal due date. No modifications or withdrawals will be permitted after the due date, except as authorized by this RFP.

Proposal Instructions

Each Proposal must be organized in an indexed binder(s) ordered in the same manner as the response items are ordered in the applicable attachments to this RFP. The requirements for a Proposal's contents and formatting are contained in the attachments to this RFP. The State wants clear and concise Proposals, but offerors must answer questions completely and meet all the RFP's requirements.

The State is not liable for any costs an offeror incurs in responding to this RFP or from participating in the evaluation process, regardless of whether the State awards the Contract through this process, decides not to go forward with the Project, cancels this RFP for any reason, or contracts for the Project through some other process or through another RFP.

Off Shore Prohibition

The selected offeror must perform all work on the Project and keep all State data within the United States, and the State may reject any Proposal that proposes to do any work or make State data available outside the United States. The State also may reject any Proposal for which the offeror has not submitted an

appropriate certification representing that it will ensure that all work on the Project will be done in the United States and all State data will remain in the United States.

PART FOUR: EVALUATION OF PROPOSALS

Disclosure of Proposal Contents

The State will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, the State will seek to keep the contents of all Proposals confidential until the Contract is awarded. But the State will prepare a registry of Proposals that contains the name of each offeror. The public may inspect that registry after the State opens the Proposals.

Rejection of Proposals

The State may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, objects to the terms or conditions, or that the State believes is excessive in price or otherwise not in its interests to consider or accept. In addition, the State may cancel this RFP, reject all the Proposals, and seek to do the Project through a new RFP or other means.

Evaluation of Proposals Generally

The evaluation process may consist of up to six distinct phases:

1. Initial review for defects;
2. Technical Evaluation;
3. Evaluation of costs;
4. Request for more information (interviews, presentations, and/or demonstrations);
5. Determination of responsibility; and
6. Negotiations.

The State may decide whether phases four and six are necessary, and the State may rearrange the order in which it proceeds with the phases. The State also may add or remove sub-phases to any phase at any time, if the State believes doing so will improve the evaluation process.

Clarifications and Corrections

During the evaluation process, in the State's sole discretion, it may request clarifications from any offeror under active consideration and may give any offeror the opportunity to correct defects in its Proposal, if the State believes doing so would not result in an unfair advantage for the offeror, and it is in the State's interests. The State may reject any clarification that is non-responsive or broader in scope than what the State requested. If the State does so, or if the offeror fails to respond to the request for clarification, the State then may request a corrected clarification, consider the offeror's Proposal without the clarification, or disqualify the Proposal.

Corrections and clarifications must be completed off State premises.

Initial Review

The Procurement Representative will review all Proposals for their format and completeness. The Procurement Representative normally rejects incomplete or incorrectly formatted Proposals, though he may waive any defects or allow an offeror to submit a correction, if the State believes doing so would not result in an unfair advantage for the offeror and it is in the State's interest. Further, if the Auditor of State does not certify a Proposal due to lateness, the Procurement Representative will not open it or evaluate it for format or completeness. After the initial review, the Procurement Representative will forward all timely, complete, and properly formatted Proposals to an evaluation team, which the Procurement Representative will chair.

Technical Evaluation

The State will evaluate each Proposal that the Procurement Representative has determined is timely, complete, and properly formatted. The evaluation will be scored according to the Evaluation Criteria identified below. An attachment to this RFP may further refine these criteria, and the State has a right to break these criteria into components and weight any components of a criterion according to their perceived importance.

The State also may have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with experience that relates to the work or to a criterion in the evaluation process. Additionally, the State may seek reviews from end users of the Project or the advice or evaluations of various State committees that have subject matter expertise or an interest in the Project. The State may adopt or reject any recommendations it receives from such reviews and evaluations or give them such weight as the State believes is appropriate.

During the technical evaluation, the State will calculate a point total for each Proposal that it evaluates. At the sole discretion of the State, it may reject any Proposal receiving a significant number of zeros for sections in the technical portions of the evaluation. The State may select those offerors submitting the highest rated Proposals for the next phase. The number of Proposals that advance to the next phase will be within the State's discretion, but regardless of the number of Proposals selected, they always will be the highest rated Proposals from this phase.

At any time during this phase, in the State's sole discretion, it may ask an offeror to correct, revise, or clarify any portions of its Proposal.

The State will document all major decisions and make these a part of the Contract file, along with the evaluation results for each Proposal considered.

Evaluation Criteria

In the Proposal evaluation phase, the State will rate the Proposals that meet the mandatory requirements submitted in response to this RFP based on the following criteria and weight assigned to each criterion. The evaluation will be based on a scoring ratio as follows.

Section	Percent	Maximum Points
Offeror Profile and Offeror Requirements	12.5	125
Staffing Requirements	12.5	125
Proposed System Solution	45.0	450
Work Plans, Staffing Plan, Project Plan and SDLC	15.0	150
Cost	15.0	150
Total Points:	100.0	1000

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

The offeror with the highest point total for each section will receive the maximum points for that section. The remaining offerors will receive a percentage of the maximum points available based upon the following formulas:

Offeror Profile and Offeror Requirements Points = (Offeror's Offeror Profile and Requirements Points / Highest Number of Offeror Profile and Requirements Points Obtained) X 125.

Staffing Requirements Points = (Offeror's Staffing Points / Highest Number of Staffing Points Obtained) x 125.

Proposed System Solution Points = (Offeror's Proposed System Solution Points / Highest Number of Proposed System Solutions Points Obtained) x 450.

Work Plans, Staffing Plan, Project Plan and SDLC Points = (Offeror's Work Plans, Staffing Plan, Project Plan and SDLC Points / Highest Number of Work Plans, Staffing Plan, Project Plan and SDLC Points Obtained) x 150.

Cost is worth 15 percent of the total points (150). Thirteen percent of the cost points will be based on the proposed Total Evaluation Cost and two percent of the cost points will be based on the modification pool blended hourly rate (See the Cost Summary for the Total Evaluation Cost [TEC] and the modification pool blended hourly rate).

The cost points for the Total Evaluation Cost will be calculated using the following formula:

TEC Cost Points = (Lowest TEC / Offeror's TEC) x C, Where TEC is the Total Evaluation Cost and C is a number equal to 13% (130) of the total evaluation points available.

The cost points for modification pool blended hourly rate will be calculated using the following formula:

Blended Hourly Rate Cost Points = (Lowest blended hourly rate / Offeror's blended hourly rate) x D, where D is a number equal to 2% (20) of the cost points available.

The total Cost Points will be determined using the following formula:

Total Cost Points = TEC Cost Points + Blended Hourly Rate Cost Points.

Total Points = Offeror Profile and Offeror Requirements Points + Staffing Requirements Points + Proposed System Solution Points + Work Plans, Staffing Plan, Project Plan and SDLC Points + Total Cost Points.

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

Evaluation Criteria	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
OFFERER PROFILE					
Offeror Profile	5	0	5	7	9
OFFEROR REQUIREMENTS					
Offeror Mandatory Requirements	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
Within the last three years, served as the prime Contractor who successfully implemented a certified MMIS solution.	15	Reject	5	7	9
Offeror Requirements	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
Minimum of 12 months experience in system integration of internally developed modules or state-of-the-art COTS (such as CRM, EDMS, Web Portal, and Rule-Based Engine).	20	0	5	7	9
Experience with the transition from large legacy solutions to one with an n-tiered architecture and integrated COTS software as noted above.	20	0	5	7	9
Offeror Desirable Qualifications		Does not Meet	Meets		
Within the last three years, served as the prime contractor responsible for using a system development methodology that is defined, documented and repeatable, consistent with the Software Engineering Institute (SEI) Level 3 or higher Capability Maturity Model (CMM). Certification along with documented evidence thereof is required.		0	15		
Offeror or Subcontractor Requirements					
Either the offeror or a proposed subcontractor may meet the following requirement. Previous project experience offered to meet the following requirements must be for the entity (offeror or subcontractor) that will be performing that part of the work on this project. Previous experience of multiple entities may not be combined to meet a requirement.					

Experience in developing an application utilizing service oriented architecture that included an enterprise services bus, on a minimum of one project.	15	0	5	7	9
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STAFFING REQUIREMENTS					
Project Manager Mandatory Requirements Propose One Candidate	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
A minimum of 60 months full-time experience as the project manager	15	Reject	5	7	9
Experience as the project manager on a minimum of two projects that encompassed the full system development life cycle from initiation through post implementation on a large scale project where one of the projects lasted a minimum of 18 months.	15	Reject	5	7	9
Project Manager Requirements	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
Minimum of 12 months of experience as the project manager on a project of similar size and complexity to MITS employing the System Development Methodology being proposed from project initiation through post - implementation including maintenance and support.	15	0	5	7	9
Management of one project of similar size and complexity to MITS where software documentation was developed and delivered and complete system turnover and transfer of knowledge was completed.	15	0	5	7	9
Minimum 24 months public sector experience	10	0	5	7	9
Experience following a standard PM methodology and in using various project management tools (e.g., MS Project Suite, Project Workbench) developing project plans, defining tasks and tracking timelines and resources on a minimum of two projects of similar size and complexity to MITS.	15	0	5	7	9
Minimum 24 months managing a project using the offeror's proposed methodology	10	0	5	7	9
Experience on a minimum of two projects of similar size and complexity to MITS in communication planning and delivery to all project stakeholders.	15	0	5	7	9
Project Management Institute (PMP) Certification.	10	0	5		

Technical Manager Mandatory Requirements Propose One Candidate	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
A minimum of 36 months full-time experience as a technical manager for projects involving an enterprise-wide architecture, networking, multiple systems integration, hardware, and software.	12	Reject	5	7	9
Experience managing a technical team and its activities from inception through completion on a minimum of one project of similar size and complexity to MITS.	10	Reject	5	7	9
Technical Manager Requirements	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
Experience performing systems development activities as a technical lead over analysis, design, development, testing on a minimum of two projects of similar size and complexity to MITS.	10	0	5	7	9
Experience with the transition from large legacy solutions to one with an n-tiered architecture and integrated COTS software as noted above that was of similar size and complexity to MITS.	8	0	5	7	9
Experience using the proposed Systems Development Methodology and tools on a minimum of two projects of similar size and complexity to MITS.	8	0	5	7	9
Experience evaluating system architecture solutions that involve integrating multiple systems, web technologies and COTS software packages for a minimum of two projects of similar size and complexity to MITS.	8	0	5	7	9
Experience working with business analysts to assure that the technical solution meets business requirements for a minimum of two projects of similar size and complexity to MITS.	8	0	5	7	9
Experience using various project management tools for planning and tracking projects on a minimum of two projects of similar size and complexity to MITS.	8	0	5	7	9
Experience with the MITA business architecture and with Service Oriented Architectures.	8	0	5	7	9

Business Transformation Lead Requirements Propose One Candidate	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
Experience developing and implementing successful organizational assessment and transformation plans for a minimum of two projects of similar size and complexity to MITS.	15	0	5	7	9
Experience developing and managing successful organizational transformation communication tools, strategies and plans for a minimum of two projects of similar size and complexity to MITS.	10	0	5	7	9
Experience in structuring and implementing business reengineering plans based on organizational assessment for a minimum of two projects of similar size and complexity to MITS.	15	0	5	7	9
Experience in performance measurement and management for a minimum of two projects of similar size and complexity to MITS.	15	0	5	7	9
Experience in successful deployment of learning management systems and knowledge management transition plans for a minimum of one project of similar size and complexity to MITS.	15	0	5	7	9
Experience developing, implementing and measuring performance change based on individual and organization development plans for a minimum of two projects of similar size and complexity to MITS.	10	0	5	7	9
Business Transformation Lead Desirable Qualification	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
Experience with healthcare program projects		0	15		
Data Conversion Lead Requirements Propose One Candidate	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
Experience managing conversion activities on a minimum of two projects of similar size and complexity to MITS.	15	0	5	7	9
Experience performing conversion activities in a technician role (e.g. analysis, design, development) on a minimum of two projects of similar size and complexity to MITS.	15	0	5	7	9
Experience using data conversion tools and software on a minimum of one project with one or more large relational databases.	12	0	5	7	9

Experience with analysis, design, and implementation of relational databases on a minimum one project of similar size and complexity to MITS.	10	0	5	7	9
Experience using various project management tools for planning and tracking projects on a minimum of two projects of similar size and complexity to MITS.	8	0	5	7	9
Implementation/Transition Lead Requirements Propose One Candidate	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
Experience in planning and managing the implementation and transition to a client/customer of at least one system of similar size and complexity to MITS.	20	0	5	7	9
Experience in risk assessment, mitigation, and contingency planning to assure business and system continuity during the implementation / transition phase on a minimum of one project of similar size and complexity to MITS.	20	0	5	7	9
Experience on a minimum of one project of similar size and complexity to MITS in communicating and working with client staff during implementation and transition to assure that training, data conversion, site preparation, help desk service, user and system supports, external system integration, system documentation, and all other activities are completed successfully.	12	0	5	7	9
Experience using various project management tools for planning and tracking projects on a minimum of two projects of similar size and complexity to MITS.	8	0	5	7	9
Training Lead Requirements Propose One Candidate	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
Experience in developing and implementing a training plan based on staff competency assessment by roles on a minimum of one project of similar complexity and size to MITS.	10	0	5	7	9
Experience in preparing and delivering formal training, coaching and competency assessment in the past 12 months on a project similar in size and complexity to MITS.	10	0	5	7	9
Experience in developing competency assessment tools and conducting assessments as defined in Task 2, on a minimum of one project of similar complexity and size to MITS.	8	0	5	7	9

Experience in developing on-line accessible training course curricula and resources in the past 12 months on a project of similar size and complexity to MITS.	8	0	5	7	9
Experience in providing training tools and techniques for the knowledge and skills required in a system of similar size and complexity to MITS.	8	0	5	7	9
Experience in developing the tools, training, techniques and technical assistance resources for staff and providers in a project of similar size and complexity to MITS.	8	0	5	7	9
Experience using various project management tools for planning and tracking projects on a minimum of two projects of similar size and complexity to MITS.	8	0	5	7	9

Proposed System Solution	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
Business Requirements					
Business Infrastructure					
Medicaid Portal	3	0	5	7	9
Electronic Document Management System (EDMS)	3	0	5	7	9
MITS User Screens	3	0	5	7	9
MITS Report Access and Delivery	3	0	5	7	9
Rule-Based Engine	3	0	5	7	9
Medicaid Management Information System (MMIS) Compliance	3	0	5	7	9
Disaster Recovery and Contingency Planning	3	0	5	7	9
Notifications / Alerts	3	0	5	7	9
General System Performance Expectations	3	0	5	7	9
Member Services (Eligibility and Enrollment)					
Consumer Eligibility and Enrollment	3	0	5	7	9
Coordination of Benefits (COB) / Third Party Liability (TPL)	3	0	5	7	9
Managed Care Programs Membership	3	0	5	7	9
Special Enrollment	3	0	5	7	9
County Department of Job and Family Services (CDJFS)	3	0	5	7	9

Benefits and Service Administration					
Benefit Packages	4	0	5	7	9
Claims Pricing	3	0	5	7	9
Pharmacy	3	0	5	7	9
Early Periodic Screening Diagnostic Testing (EPSDT)	3	0	5	7	9

Reference File	3	0	5	7	9
Drug Rebate	3	0	5	7	9
Benefit / Coverage Pre-Determination	3	0	5	7	9
Customer Relationship Management					
General MITS CRM System	4	0	5	7	9
Consumer Interface	3	0	5	7	9
Provider Interface	3	0	5	7	9
Provider Enrollment / Maintenance	3	0	5	7	9
Contract Management					
Managed Care Plan Provider Agreements	2	0	5	7	9
Sub-recipient State Agency Contracts	2	0	5	7	9
JFS Administered Home and Community Based Services (HCBS) Waiver Case Management Contracts	2	0	5	7	9
Financial Management					
Ohio Administrative Knowledge System (OAKS) Integration	3	0	5	7	9
Budget Management and Analysis/Revenue Management	3	0	5	7	9
Accounts Receivable (AR)	3	0	5	7	9
Accounts Payable (AP)	3	0	5	7	9
Federal Reporting	3	0	5	7	9
Cost Reports / Settlements	3	0	5	7	9
Inter-agency Transactions	3	0	5	7	9
Transactions, Claims and Encounters					
Healthcare and Business Transactions	3	0	5	7	9
Claims Submission	3	0	5	7	9
Claims / Encounters Adjudication	4	0	5	7	9
Claims Adjustments	3	5	5	7	9
Premium Payment	3	0	5	7	9
Encounter Data	3	0	5	7	9
Alternative Delivery System Model	3	0	5	7	9

Quality Management					
Provider Performance Management	2	0	5	7	9
Quality Assurance	2	0	5	7	9
Consumer Health and Safety	3	0	5	7	9
Consumer Satisfaction	3	0	5	7	9
Provider Satisfaction	2	0	5	7	9
Case Management	3	0	5	7	9
Business Intelligence					
External Reporting	3	0	5	7	9
Operational / Administrative – Cost / Benefit Reporting	3	0	5	7	9

Program Analysis and Developments	3	0	5	7	9
Program Integrity					
Provider Utilization Management / Fraud Waste and Abuse Prevention (FWAP)	3	0	5	7	9
Consumer Utilization Management / FWAP	3	0	5	7	9
Retrospective Drug Utilization (DUR)	3	0	5	7	9
Sub-recipient State Agency Reviews	3	0	5	7	9
Provider State Hearing Rights	2	0	5	7	9
Privacy and Security					
Privacy Requests Management	3	0	5	7	9
Security Management	3	0	5	7	9
Technical Requirements	170	0	5	7	9
MITA Alignment	105	0	5	7	9
Certified Base System	60	0	5	7	9
Data Conversion	75	0	5	7	9
Integration Architecture	60	0	5	7	9
System Transition	60	0	5	7	9
Work Plans	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
Task 1 – Project Management	10	0	5	7	9
Task 2 – Business Transformation Management	25	0	5	7	9
Task 3 – Systems Analysis and Design	20	0	5	7	9
Task 4 – Development	15	0	5	7	9
Task 5 – Testing	20	0	5	7	9
Task 6 – Data Conversion	20	0	5	7	9
Task 7 – Training	15	0	5	7	9
Task 8 – Implementation & Stabilization	15	0	5	7	9
Task 9 – Certification	10	0	5	7	9
Task 10 – Transition	15	0	5	7	9
Task 11 – Maintenance and Enhancement	10	0	5	7	9
Staffing Plan	15	0	5	7	9
Project Plan	25	0	5	7	9
SDLC Overview	10	0	5	7	9

This RFP asks for responses and submissions from offerors, most of which represent components of the above criteria. While each criterion represents only a part of the total basis for a decision to award the Contract to an offeror, a failure by an offeror to make a required submission or meet a mandatory requirement normally will result in a rejection of that offeror's Proposal. The value assigned above to each criterion is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that the State received. It is not a basis for determining the importance of meeting that requirement.

If the State does not receive any Proposal that meets all the mandatory requirements, the State may cancel this RFP. Alternatively, if the State believes it is in its interests, the State may continue to consider the highest-ranking Proposals despite their failure to meet all the mandatory requirements. In doing this, the State may consider one or more of the highest-ranking Proposals. But the State may not consider any lower-ranking Proposals unless all Proposals ranked above it are also considered, except as provided below.

In any case where no Proposal meets all the mandatory requirements, it may be that an upper ranking Proposal contains a failure to meet a mandatory requirement that the State believes is critical to the success of the RFP's objectives. When this is so, the State may reject that Proposal and consider lower ranking Proposals. But before

doing so, the State may notify the offeror of the situation and allow the offeror an opportunity to cure the critical mandatory requirement.

If the offeror cures its failure to meet a critical mandatory requirement, the State may continue to consider the offeror's Proposal. But if the offeror is unwilling or unable to cure the failure, its Proposal may be rejected. The State then may continue to consider the other remaining Proposals, including, if the State so chooses, Proposals that ranked lower than the rejected Proposal.

Cost Evaluation

Once the technical merits of the Proposals are considered, the State may consider the costs of one or more of the highest-ranking Proposals. But it is within the State's discretion to wait until after any interviews, presentations, and discussions to evaluate costs. Also, before evaluating the technical merits of the Proposals, the State may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. And the State may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

The State then may select one or more of the Proposals for further consideration in the next phase of the evaluation process. The Proposal(s) selected for consideration in the next phase always will be the highest-ranking Proposal(s) based on this analysis. That is, the State may not move a lower-ranking Proposal to the next phase unless all Proposals that rank above it also are moved to the next phase, excluding any Proposals that the State disqualifies because of excessive cost or other irregularities.

If the State finds that it should give one or more of the highest-ranking Proposals further consideration, the State may move the selected Proposals to the next phase. The State alternatively may choose to bypass any or all subsequent phases and make an award based solely on its scoring of the preceding phases, subject only to its review of the highest-ranking offeror's responsibility, as described below.

Interviews, Demonstrations, and Presentations

The State may require some offerors to interview, make a presentation about their Proposals, or demonstrate their products or services. If the presentations, demonstrations, or interviews are held as part of the technical evaluation phase, all offerors that have Proposals under evaluation may participate. Alternatively, if the presentations, demonstrations, or interviews are held after the technical evaluation, the State normally will limit them to one or more of the top ranking offerors. The State normally will limit such presentations, demonstrations, and interviews to areas in which it seeks further information from the top offeror(s). Typically, these discussions provide an offeror with an opportunity to do one or more of the following:

- Clarify its Proposal and to ensure a mutual understanding of the Proposal's content;
- Show the features and functions of its proposed hardware, software, or solution; and
- Demonstrate the professionalism, qualifications, skills, and work knowledge of its proposed candidates.

The State will schedule the presentations, demonstrations, and interviews at its convenience and discretion. The State will determine the scope and format of any such presentations, demonstrations, and interviews and may record them. Additionally, if the State moves more than one offeror to this phase, the scope and format of these presentations, demonstrations, and interviews may vary from one offeror to the next, depending on the particular issues or concerns the State may have with each offeror's Proposal.

The State normally will not rank interviews, demonstrations, and presentations. Rather, if the State conducts the interviews, demonstrations, or presentations as part of the technical evaluation, the State may use the information it gathers during this process in evaluating the technical merits of the Proposals. If the State holds the demonstrations, presentations, or interviews only for one or more of the top-ranking offerors after the evaluation phase, the State may decide to revise its existing Proposal evaluations based on the results of this process.

Determination of Responsibility

The State may review the background of one or more of the highest-ranking offerors and its or their key team members and subcontractors to ensure the responsibility of the offeror(s). The State will not award the Contract to an offeror that it determines is not responsible or that has proposed candidates or subcontractors to work on the Project that are not responsible. The State's determination of an offeror's responsibility may include the

following factors: experience of the offeror and its key team members and subcontractors, its and their past conduct on previous contracts, past performance on previous contracts, ability to execute this Contract properly, and management skill. The State will make this determination of responsibility based on the offeror's Proposal, reference evaluations, a review of the offeror's financial ability, and any other information the State requests or determines is relevant.

Some of the factors used in determining an offeror's responsibility, such as reference checks, may also be used as criteria in the technical evaluation of Proposals in Phase 2 of the evaluation process. In evaluating those factors in Phase 2, the weight the State assigns to them, if any, for purposes of the technical evaluation will not preclude the State from rejecting a Proposal based on a determination that an offeror is not responsible. For example, if the offeror's financial ability is adequate, the value, if any, assigned to the offeror's relative financial ability in relation to other offerors in the technical evaluation phase may or may not be significant, depending on the nature of the Project. But if the State believes the offeror's financial ability is inadequate, the State may reject the offeror's Proposal despite its other merits.

The State may make a responsibility determination at any time during the evaluation process, but typically, it will do so only once it has evaluated the technical merits and costs of the Proposals. The State always will review the responsibility of an offeror selected for an award before making the award, if it has not already done so earlier in the evaluation process. If the State determines that the offeror selected for award is not responsible, the State then may go down the line of remaining offerors, according to rank, and determine responsibility with the next highest-ranking offeror.

Reference Checks

As part of the State's determination of an offeror's responsibility, the State may conduct reference checks to verify and validate the offeror's and its proposed candidates' and subcontractors' past performance. Reference checks that indicate poor or failed performance by the offeror or a proposed candidate or subcontractor may be cause for rejection of the offeror's Proposal. Additionally, the State may reject an offeror's Proposal as non-responsive if the offeror fails to provide requested reference contact information.

The State may consider the quality of an offeror's and its candidates' and subcontractors' references as part of the technical evaluation phase, as well as in the State's determination of the offeror's responsibility. The State may consider the information it receives from the references in weighing any criteria contained in the technical evaluation phase, if that information is relevant to the criteria. In checking an offeror's or any of its proposed candidates' or subcontractors' references, the State will seek information that relates to the offeror's previous contract performance. This may include performance with other governmental entities, as well as any other information the State deems important for the successful operation and management of the Project and a positive working relationship between the State and the offeror. In doing this, the State may check references other than those provided in the offeror's Proposal. The State also may consider information available from other sources, such as third-party reporting agencies.

Financial Ability

Part of State's determination of an offeror's responsibility may include the offeror's financial ability to perform the Contract. This RFP may expressly require the submission of audited financial statements from all offerors in their Proposals. But if this RFP does not make this an express requirement, the State still may insist that an offeror submit audited financial statements for up to the past three years, if the State is concerned that an offeror may not have the financial ability to carry out the Contract. Also, the State may consider financial information other than the information that this RFP requires as part of the offeror's Proposal, such as credit reports from third-party reporting agencies.

Contract Negotiations

The final phase of the evaluation process may be contract negotiations. It is entirely within the discretion of the State whether to permit negotiations. An offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal, and any Proposal that is contingent on the State negotiating with the offeror may be rejected. The State is free to limit negotiations to particular aspects of any Proposal, to limit the offerors with whom the State negotiates, and to dispense with negotiations entirely. If negotiations are held, they will be scheduled at the convenience of the State, and the selected offeror(s) must negotiate in good faith.

The State may negotiate with any offeror that submits a competitive Proposal, but the State also may limit negotiations to specific aspects of the RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP or the offeror's Proposal, as appropriate. Should the evaluation process have resulted in a top-ranked Proposal, the State may limit negotiations to only that offeror and not hold negotiations with any lower-ranking offeror. If negotiations are unsuccessful with the top-ranked offeror, the State then may go down the line of remaining offerors, according to rank, and negotiate with the next highest-ranking offeror. Lower-ranking offerors do not have a right to participate in negotiations conducted in such a manner.

If the State decides to negotiate simultaneously with more than one offeror, or decides that negotiations with the top-ranked offeror are not satisfactory and therefore negotiates with one or more of the lower-ranking offerors, the State then will determine if an adjustment in the ranking of the offerors with which it held negotiations is appropriate based on the negotiations. The Contract award, if any, then will be based on the final ranking of offerors, as adjusted.

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

Following negotiations, the State may set a date and time for the offeror(s) with which the State conducted negotiations to submit a best and final Proposal. If negotiations were limited and all changes were reduced to signed writings during negotiations, the State need not require best and final Proposals.

If best and final Proposals are required, they may be submitted only once, unless the State makes a written determination that it is in the State's interest to conduct additional negotiations. In such cases, the State may require another submission of best and final Proposals. Otherwise, discussion of or changes in the best and final Proposals will not be allowed. If an offeror does not submit a best and final Proposal, the State will treat that offeror's previous Proposal as its best and final Proposal.

The State usually will not rank negotiations and normally will hold them only to correct deficiencies in or enhance the value of the highest-ranked offeror's Proposal. If negotiations fail with the highest-ranked offeror, the State may negotiate with the next offeror in ranking. Alternatively, the State may decide that it is in the interests of the State to negotiate with all the offerors with competitive Proposals to determine if negotiations lead to an adjustment in the ranking of the remaining offerors.

From the opening of the Proposals to the award of the Contract, everyone evaluating Proposals on behalf of the State will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. The State also will seek to keep this information away from other offerors, and the evaluation team may not tell one offeror about the contents of another offeror's Proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any offeror that seeks to gain access to the contents of another offeror's Proposal may be disqualified from further consideration.

Negotiated changes will be reduced to writing and become a part of the Contract file, which will be available for public inspection after award of the Contract or cancellation of the RFP. The offeror will draft and sign the written changes and submit them to the State within five business days. If the State accepts the changes, the State will give the offeror written notice of the State's acceptance, and the negotiated changes to the successful offer will become a part of the Contract.

Failure to Negotiate

If an offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations with that offeror and collect on the offeror's bid bond, if a bid bond was required to respond to this RFP, or seek such other remedies as may be available to the State in law or in equity.

PART FIVE: AWARD OF THE CONTRACT

Contract Award.

The State plans to award the Contract based on the schedule in the RFP, if the State decides the Project is in its best interests and has not changed the award date.

Included with this RFP, as Attachment Four, is a sample of the Contract for the RFP. In awarding the Contract, the State will issue two originals of the Contract to the selected Contractor. The Contractor must sign and return two originals to the Procurement Representative. The Contract will bind the State only when the State's duly authorized representative signs all copies and returns one to the Contractor, the State issues an award letter and a purchase order, and all other prerequisites identified in the Contract have occurred.

Under Ohio's homeland security and anti-terrorism legislation, effective April 14, 2006, the selected offeror must complete the attached Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization to certify that the offeror has not provided material assistance to any terrorist organization listed on the Terrorist Exclusion List. The Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization is included as Supplement Two, and the Terrorist Exclusion List is included as Supplement Three. The Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization must be submitted with the signed Contract. The Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization does not need to be submitted with the offeror's Proposal. If the selected offeror answers yes or fails to answer any question on the Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization, the State will not award the Contract to that offeror. The offeror may request the Department of Public Safety to review such a denial of an award. More information concerning this law is available at: <http://www.homelandsecurity.ohio.gov>.

The selected offeror must begin work within five business days after the State issues a purchase order under the Contract. If the State awards a Contract pursuant to this RFP, and the Contractor is unable or unwilling to begin the work within the time specified above, the State may cancel the Contract, effective immediately on notice to the Contractor. The State then may return to the evaluation process under this RFP and resume the process without giving further consideration to the originally selected Proposal. Additionally, the State may seek such other remedies as may be available to the State in law or in equity for the selected offeror's failure to perform under the Contract.

Contract. If this RFP results in a Contract award, the Contract will consist of this RFP, including all attachments, written amendments to this RFP, the Contractor's accepted Proposal, and written, authorized amendments to the Contractor's Proposal. It also will include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is attached as a one-page attachment to this RFP, but it incorporates all the documents identified above. The general terms and conditions for the Contract are contained in Attachment Three to this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
4. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract. To be binding on the State, a duly authorized representative of OIT must sign any change order under or amendment to the Contract.

ATTACHMENT ONE: PROJECT REQUIREMENTS AND SPECIAL PROVISIONS

PART ONE: PROJECT REQUIREMENTS

This attachment describes the Project and what the Contractor must do to get the job done. It also describes what the Contractor must deliver as part of the completed Project (the "Deliverables"). The Deliverables identified within each task are numbered sequentially starting with Task 1 and ending in Task 11. And it gives a detailed description of the Project's schedule.

As part of this RFP, the State has provided multiple supplements defining JFS' business requirements, technical requirements, integration requirements, conversion requirements, and service oriented architecture requirements. For the best overall understanding of the business requirements for a given sub-process, the offeror should read and analyze the requirements for that sub-process as a group before focusing on the details of individual requirements. Also, when considering a specific requirement and any associated bullets, the offeror should remember that the system must comply with all federal standards that relate to that requirement at the time of implementation. Additionally, the requirements found in the RFP supplements provide information known to JFS at the time the documents were developed. Offerors should utilize past experience and known best practices to propose a fixed price Contract for the implementation of MITS.

Supplements Four and Eight contain technical requirements and JFS MIS Standards and Best Practices. These documents identify technologies and practices preferred by the State because they are already in use and supported by JFS. These technologies and practices are not required (with the exception of the Unix environment for the DB2 or Oracle relational database) for submission of a proposal for the MITS application. However, if an alternative technology or practice is proposed the offeror must provide justification on why it is preferable to the JFS standard.

Scope of Work

This section of the RFP describes the work required for the MITS project. The scope of services required includes project management; business transformation management; systems analysis and design; development; testing; data conversion; training; implementation; stabilization, certification; transition; and maintenance, and enhancement. Training of and knowledge transfer to JFS staff is required throughout the project.

The Contractor must use an iterative system development approach to complete the implementation of MITS. The following tasks and deliverables represent all the work to be completed to successfully implement MITS. They do not necessarily represent a logical sequence for completion of the work to be performed.

The State requires the delivery of MITS in two phases. The first phase (MITS Phase 1) must have duration of no more than two years from the date work begins. The second phase (MITS Phase 2) must be submitted for acceptance no later than 12 months from the date MITS Phase 1 goes into production.

The phased delivery of MITS capabilities in support of business and technical requirements must achieve the following objectives:

- MITS has adequate capacity upon production to handle the Medicaid processing volumes needed at that time.
- All business and technical requirements are satisfied by the end of the implementation period of Phase 2.
- MITS is designed with the capacity to grow to meet Medicaid processing requirements for a minimum of ten years.

MITS Phase 1

In MITS Phase 1, the Contractor must at a minimum deliver implemented systems (i.e., server software configurations, tuned databases, applications) that will at a minimum deliver Phase 1 Functionality. The Contractor may address additional business requirements and incorporate the functionality as part of MITS Phase 1.

Once Phase 1 is in production, JFS and OIT will be responsible for the day to day operations of the system. The day to day operations that JFS and OIT will perform include batch process management; data center management; production of periodic and ad hoc reports; and database management. As a part of the Phase 1 implementation, the Contractor must perform sufficient knowledge transfer such that OHP, MIS, and OIT can perform day to day operations and execution of the Phase 1 system. The Contractor will be responsible for any continued DDI that may be required to address issues in Phase 1 while continuing DDI functions in preparation for Phase 2 implementation. A detailed transition plan that includes knowledge transfer steps performed by the Contractor to prepare State staff to successfully support MITS operations post transition is a requirement for acceptance of the MITS system. At its discretion, JFS may retain the Contractor to supplement day to day operations after Phase 1 has been implemented.

MITS Phase 2

In MITS Phase 2 the Contractor must implement the business requirements not implemented during MITS Phase 1. Upon acceptance of MITS Phase 2, the Contractor will continue to be responsible for the maintenance and enhancement of the application software (Task 11) while transition of the system from the Contractor to the State occurs.

Upon acceptance of Phase 2, the Contractor must transfer knowledge to OHP, MIS, and OIT staff for performance of day to day operation and execution of the MITS system.

A table identifying when business requirements must be addressed is given below:

MITS Requirements Mapping to Phase 1 and Phase 2			
Business Process	Business Sub-Process	Phase 1	Phase 2
Business Infrastructure			
Medicaid Portal			
	Industry Standard Functionality	x	
	Additional Functionality Beyond Standard		x
Electronic Document Management System (EDMS)			
	Document Imaging	x	
	Full Document Management		x
	Workflow Management		x
MITS User Screens		x	
MITS Report Access and Delivery		x	
Rule-Based Engine		x	
Medicaid MMIS Compliance		x	
Disaster Recovery and Contingency Planning		x	
Notifications / Alerts		x	
General System Performance Expectations		x	
Member Services			
Consumer Eligibility and Enrollment		x	
	Integrated Card Readers		x
Coordination of Benefits (COB) / Third Party Liability (TPL)		x	
Managed Care Programs Membership		x	
Special Enrollment		x	
County CDJFS		x	

Benefits and Service Administration		Phase 1	Phase 2
Benefit Packages		X	
Claims Pricing		X	
Pharmacy		X	
EPSDT		X	
Reference File		X	
Drug Rebate		X	
Benefit / Coverage Pre-Determination		X	
Customer Relationship Management		Phase 1	Phase 2
General MITS CRM System		X	
Consumer Interface		X	
Provider Interface		X	
Provider Enrollment/Maintenance		X	
Contract Management		Phase 1	Phase 2
Managed Care Plan Provider Agreements			X
Sub-recipient State Agency Contracts			X
ODJFS Administered HCBS Waive Case Management Contracts			X
Financial Management		Phase 1	Phase 2
Ohio Administrative Knowledge System (OAKS) Integration		X	
Budget Management & Analysis/Revenue Management		X	
Accounts Receivable (AR)		X	
Accounts Payable (AP)		X	
Federal Reporting		X	
Cost Reports / Settlements		X	
Inter-agency Transactions		X	

Transaction, Claims, and Encounters		Phase 1	Phase 2
Healthcare and Business Transactions		X	
	HIPAA EDI Transactions	X	
	HL7 and XML Formats		X
Claims Submission		X	
Claims/Encounters Adjudication		X	
Claims Adjustments		X	
Premium Payment		X	
Encounter Data		X	
Alternative Delivery System Model		X	

Quality Management		Phase 1	Phase 2
Provider Performance Management			x
Quality Assurance			x
Consumer Health and Safety		x	
Consumer Satisfaction			x
Provider Satisfaction			x
Case Management		x	
Business Intelligence		Phase 1	Phase 2
External Reporting		x	
Operational/Administrative Reporting – Cost/Benefit		x	
Program Analysis and Development		x	
Program Integrity		Phase 1	Phase 2
Provider Utilization Management / FWAP		x	
Consumer Utilization Management / FWAP		x	
Retrospective Drug Utilization Review		x	
Sub-recipient State Agency Reviews		x	
Provider State Hearing Rights		x	
Privacy and Security		Phase 1	Phase 2
Privacy Requests Management		x	
Security Management		x	

Task 1 - Project Management

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

The Contractor must provide one fulltime Project Manager throughout the Project lifecycle. This Project Manager must work at the primary project site or at a State site as requested by JFS.

The Contractor must employ the proposed Project Manager as a regular, fulltime employee on the Proposal submission date and throughout the term of the Contract, including all renewals of it. Additionally, the Contractor's full-time regular employees must perform at least 30% of the work required to complete the Project. The Contractor may use its personnel or subcontractor personnel to meet the remaining 70% of the work.

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

The State will provide staff, as it deems appropriate, to perform Project monitoring and review. The State's technical staff is expected to assume increasing support roles throughout the Project phases and will assume full maintenance responsibility of the completed Project following the warranty period and any support and maintenance periods.

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

Kick Off

Kick Off Meeting. The Contractor, JFS, and OIT will conduct a kick-off meeting within five working days of starting work.

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

Update Project Schedule. The Project schedule submitted with the Contractor's Proposal must be updated and submitted in electronic and paper form to the JFS Project Representative for approval within 14 calendar days of the work start date. The revised Project schedule will become the Contractor's baselined plan to fulfill the Contract. The Contractor must use Microsoft Project 2002 or latest version as the automated project management tool for the maintenance and presentation of the Project schedule during the Project.

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

Prepare Primary Project Site. The Contractor must select and establish a site within a 15 mile radius of Columbus, Ohio where DDI Phase functions will be performed. The State requires that the majority of the work during the DDI Phase of MITS be performed locally in Ohio.

The following DDI functions must be performed at the Contractor's primary Project site:

- Contract administration/key personnel;
- Joint application design (JAD) sessions;
- Demonstrations of design prototypes;
- Discussion of proposed design changes to base transfer system;
- Deliverable walkthroughs;
- Conversion mapping;
- Takeover task activities;
- System testing task walkthroughs;
- User acceptance test support;
- Implementation planning;
- Provider communications; and
- Transition management support.

The Contractor will be responsible for all costs related to securing and maintaining the primary Project site for start-up support and DDI, including, but not limited to, hardware and software acquisition and maintenance, leasehold improvements, utilities, telephone service, office equipment, supplies, janitorial services, security, travel of Contractor personnel, storage, transportation, the shredding of confidential documents, and insurance. If any DDI activities are approved by JFS to be performed at a location other than at the primary project site, then the Contractor must provide toll-free communications with JFS staff to conduct DDI Project work. The Contractor must provide all equipment and software necessary during the DDI Phase for its staff to successfully transfer, design develop, test, and implement MITS. The Contractor is responsible for all equipment installation and office needs of its Ohio MITS Project office. The Contractor must supply all hardware, software, and services for the Contractor's development LAN up to the point of connection to the JFS LAN/WAN. All network hardware and software specifications must be compliant with JFS supported standards. The Contractor also must supply JFS with the following space and equipment for access and use at the Contractor's primary Project site during DDI:

- At least 2,000 contiguous square feet of standard office space with three separate enclosed offices within the space for exclusive use by JFS staff.
- A minimum of ten designated parking spaces must be provided for JFS staff.
- Standard office equipment, excluding personal computers, , for ten JFS staff at the Contractor's Ohio MITS Project office during the DDI Phase, office furniture, telephone service, use of a photocopier and facsimile machine within close vicinity of JFS space, and access to meeting/conference room facilities by appointment. Voice mail and Internet connectivity for JFS staff must be provided. The Contractor is responsible for all phone costs at its facility.
- Conference rooms and/or meeting facilities with AV equipment and flexible table and chair configurations for JAD sessions, project management status meetings, and training sessions.
- There must be sufficient electrical outlets and electrical power to accommodate JFS supplied PC's, printers, and other general office electrical requirements.
- The Contractor will be responsible for installing and maintaining data lines for any required access to the JFS network from the primary Project site. These lines will terminate at the point of demarcation on the JFS network to be determined by the JFS network services staff. JFS will provide and maintain data lines from the point of demarcation into the JFS network. JFS will provide and maintain the router hardware at the point of demarcation for access to the JFS network. The primary Project site must be configured with site-to-site VPN service. All Web-based traffic across this VPN must support a minimum of 128-bit encryption using Secure Sockets Layer (SSL). All other traffic across this VPN must support a minimum of 168-bit Data Encryption Standard (DES), also known as 3DES or Triple DES.
- All Project documentation must be maintained on a secured website that is accessible by both JFS and the Contractor.

Assemble Project Team. The Contractor must assemble its primary Project staff at the Primary Project site, in preparation for conducting the Project tasks. The integrated Project team will consist of the Contractor's primary Project staff and State staff designated for the Project.

Project Communication Plan

As part of the Project management task, the Contractor must develop a Project communication plan that ensures timely and appropriate generation, collection, and dissemination of Project information. This includes the communication protocols and procedures for reporting to JFS stakeholders regarding Project issues, changes via the MITS Change Management Board, work activities, tasks, and Deliverables. The Contractor must detail its procedure for assuring effective Project management activities, specify all Project management activities and responsibilities, and quantify how project progress will be measured and controlled in the communication plan. All materials generated as a result of the communication plan must be turned over to JFS upon acceptance.

Software Development Plan

The Software Development Plan is a comprehensive plan that gathers all information required to manage the Project from a software development perspective. This plan is to be developed using the Contractor's proposed methodology and provided with the updated project schedule within 14 calendar days of the work start date and must be updated as necessary. It describes the approach to the development of the software, and it should be designed as the top-level plan developed and used by managers to direct the development effort. It provides the Project Manager with the tools needed to plan the project schedule and resource needs and to track the progress against the schedule. This plan will provide to project team members an understanding of what they need to do, when they need to do it, and what other activities they are dependent upon.

Artifacts that are to be included in the Software Development Plan must include (but are not limited to):

- Iteration plan;
- Requirements management plan;
- Risk management plan;
- User-interface guidelines;
- Design guidelines;

- Programming guidelines and standards to be used for all vendor developed software (JFS is aware the COTS software cannot be included in these programming guidelines and standards), this includes all development standards, practices, and conventions, such as, language, special software, identification of all development, test, training and production libraries, and qualitative aspects of data modeling and design;
- Test guidelines;
- Infrastructure plan;
- Configuration management plan
- Documentation plan;
- Quality assurance plan;
- Problem resolution plan; and
- MITA compliance plan that demonstrates how the software will align with the MITA model of industry – based open architectural standards; modular components; relational database; Web and real-time processing; rules engine management; data privacy, security and integrity; and interoperability.

Change Management Plan

The Contractor must work with JFS to develop a change management plan that establishes the change management roles and responsibilities, policies, guidelines, processes, and procedures necessary for controlling and managing the changes during the life of the MITS Project. Changes may be based on scope (both technical and functional) or schedule. This document must identify how changes are identified, defined, evaluated, approved, and tracked through completion. This plan must identify responsibilities and define the composition, function, and procedures for the MITS Change Management Board. The Change Management Plan must address the coordination of changes made on the existing MMIS production system to ensure the MITS system incorporates all applicable changes at the time of deployment. The plan must also be consistent with the Changes Section in Attachment 3 of general terms and conditions.

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

The change control process could be initiated by events such as the following:

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

The Contractor must work with JFS to implement and follow a change control process that will:

- Span the entire Project life cycle;
- Incorporate a formal change order process that:

Provides a clear scope of what is included and excluded from each change order request;

Delineates the system downtime required to implement any changes, if appropriate;

Requires the successful completion of regression testing before the implementation of the change;

Incorporates multiple levels of priority for change orders (e.g., critical, must-have, desired, etc.);

Supports the change control process by estimating impacts, investigating solutions, identifying alternatives, inputting appropriate information into Project tracking tools, participating in the decision-making process, and implementing the agreed-upon solution; and

Provides and maintains a fully documented and automated change request tracking system for change order requests. Information on JFS supported change management tools are in Supplement Four –

Technical System Requirements. The automated change request tracking system must provide the following at a minimum:

- Control to monitor change orders;
- A process for reporting the status of all change requests;
- The ability for JFS to set and change priorities on individual change requests;
- A method for JFS to determine the estimated and actual hours allocated to each change request, and the personnel assigned to each request; and
- A method to schedule a completion date provided by JFS for each change request.

Modification Pool. If JFS determines that it has additional MITS requirements tied to State or federal regulatory requirements; or JFS policies which are not specified in the RFP or addressed in the Contractor's Proposal, the JFS Project Representative may approve a modification to the Contract for implementation and support of the additional MITS requirements using the modification pool. The Contractor must use the approved change control procedures when using the modification pool. JFS' use of the mod pool will be limited to changes required to comply with federal or State regulatory requirements; and JFS policies which resulted from recommendation of committees convened through the FY06-FY07 budget bill; and will not exceed 10% of the total evaluation cost, for the duration of the Contract. The approved change control procedures and the Changes provision described in Attachment 3 of the RFP must be used to address changes that are not based on State or federal regulatory requirements.

The staff for the modification pool must include IT staff with an appropriate mix of skills and experience to meet JFS' needs for implementation and support of the additional MITS requirements. Firm, fixed pricing based on a blended rate (provided on the Contractor's Cost Summary) for the IT staff must be provided for modification pool changes.

On a quarterly basis, the Contractor must submit a written report to the JFS Project Representative showing the number of modification pool changes implemented and total dollars expended using the modification pool. Additionally, the Contractor must forward a copy of the quarterly modification pool report to the OIT, Contract Management Office located at 30 E. Broad Street, 39th Floor Columbus, OH 43215. The Contractor may invoice JFS once the work completed by the Contractor has been accepted by the JFS Project Representative. The Contractor must bill JFS according to the agreed to price for the change(s).

JFS Personnel Interface Matrix

The Contractor must work with the JFS Project Representative to produce a JFS Personnel Interface Matrix identifying the JFS resources by competence categories that are required to meet the requirements of the MITS Project Plan. This matrix is to be revised and published monthly projecting resource needs by date ranges three (3) months forward. The first JFS Personnel Interface Matrix must be published within fourteen (14) calendar days of the work start date in conjunction with the Updated Project Schedule.

Project Plan Baselines

The Project Plan Baseline will be established in the early stages of the MITS Project. Once established, the baseline will only be modified through the MITS Change Management Board process. The approved baseline will be used for all Project metrics reported on a weekly status reporting schedule.

Reporting and Status Meetings

The Contractor must provide periodic reporting and attend status meetings. The weekly status reports, monthly status reports and project schedules do not require a Deliverable review cycle. All electronic status reports must be stored in a project repository, which provides an automated system that ensures version control, indexing, and storage of all communications media, and must be accessible by JFS staff.

- **Weekly Meetings:** Throughout the Project, the Contractor's Project Manager and pertinent primary Project staff must attend weekly meetings with the JFS Project Representative and other members of the MITS Project. The weekly meetings must follow a preset agenda and must allow the Contractor or the State the option to discuss other issues that concern either party.

- **Weekly Status Reports:** The Contractor must provide electronic status reports on the Project, which are due to the State Project Management Team at least 24 hours before each weekly meeting. Additionally, the Contractor must forward a copy of the weekly status report to the OIT EPMO Office located at 30 E. Broad Street, 39th Floor Columbus, OH 43215. Weekly status reports must contain, at a minimum, descriptions of the following:

- An Executive Summary;
- Any issues encountered and their current disposition;
- The results of any tests;
- Whether deadlines were met;
- Any issues that need to be addressed before proceeding to the next task;
- Anticipated tasks to be completed in the next week;
- Tasks percentage completed between 0% and 100% in increments not greater than 25%, unless otherwise mutually agreed upon between the State and the Contractor;
- Updated Project schedule;
- Weekly project metrics (i.e. schedule performance index, cost performance index, schedule variance percent);
- A list of all change requests;
- Updated risk and mitigation planning; and
- Status of open issues.

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

- **Monthly Status Reports:** The Contractor must submit an electronic status report, which is due to the JFS Project Representative by the close of business, the second working day following the end of each month during the Project. Additionally, the Contractor must forward a copy of the monthly status report to the OIT EPMO Office located at 30 E. Broad Street, 39th Floor Columbus, OH 43215. Monthly status reports must contain, at a minimum, the following:

- A complete set of updated and current output from the Microsoft Project 2002, including an updated Gantt chart, along with a copy of the corresponding Project schedule files in electronic version;
- A description of the overall completion status of the Project in terms of the approved Project schedule;
- The plans for activities scheduled for the next month;
- The Deliverable status, with percentage of completion and time ahead or behind schedule for particular tasks;
- Identification of Contractor employees assigned to specific activities;
- Problems encountered, proposed resolutions, and actual resolutions;
- A list of all change requests;
- An analysis of risk anticipated, proposed mitigation strategies, and resolved risks;
- Any updates required in the change management strategy;
- Testing status and test results; and
- Proposed changes to the Project schedule, if any.

Independent Validation and Verification. An Independent Validation and Verification (IV&V) Contractor will be selected to assist the State with: (1) assessing the Project methodologies, planning, and execution, (2) assessing implementation quality, and (3) evaluating quality and compliance of Deliverables. The selected IV&V Contractor will assist the State in developing and implementing Project monitoring procedures in the following areas, among others:

1. Project schedule;
2. Project scope; and
3. Project quality assurance.

The Contractor must provide the necessary resources enabling the IV&V Contractor to complete the required IV&V activities.

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

1. Updated project schedule;
2. Project communication plan;
3. Communication materials;
4. Software development plan;
5. Change management plan;
6. JFS personnel interface matrix
7. Project plan baselines;
8. Weekly status reports; and
9. Monthly status reports.

Task 2 – Business Transformation Management

Successful MITS implementation is dependent on business transformation involving JFS people, process, and technology. This task is to enable JFS to focus on, quantify, and take action steps to change the JFS culture so design, development, implementation, and maintenance of MITS occurs on time, within budget, scope, and quality parameters. Business transformation steps will include conducting an organization assessment of JFS' staffing models, roles, and accountability structure, as well as its business processes and workflows. This assessment will serve as the baseline for communications to ensure Project buy-in, to guide planning for organizational staff development and alignment, and to measure performance changes based on business transformation activities.

For the purposes of this RFP, business transformation includes the activities needed to prepare JFS to conduct its work and to work with customers and stakeholders in the new MITS environment. This includes building awareness of, and competency in, the skills necessary to implement MITS; re-engineering changes in business processes and workflow; structuring and coordinating change management; and redesigning work roles within the organization. Business transformation management focuses on understanding and addressing the level of change that MITS will bring to JFS, stakeholders, Medicaid consumers, and providers to determine the level of organizational support needed to effect the change and to develop assessment and communication plans to manage the impact of MITS.

The business transformation management task must begin with the initiation of the Contract and continue through the life of the Project.

Contractor Responsibilities.

The Contractor must:

- Develop an overall business transformation plan;
- Conduct an organizational assessment and gap analysis;
- Implement the business transformation plan based upon the results of the organizational assessment and gap analysis;
- Develop content that will reside in and be managed through the OAKS Human Resource modules, the learning management system (LMS) and performance review applications;
- Provide e-learning content; and
- Provide a preliminary training plan and description of material.

Business Transformation Plan. The Contractor must develop, implement, and regularly update the MITS Business Transformation Plan to successfully manage the business transformation of MITS to the State. The Contractor must produce a high level Business Transformation Plan within 30 days after signing the contract. The Contractor must update the plan monthly throughout the life of the Project. The Business Transformation Plan must include:

- Mapping of job roles, responsibilities, and required competencies and business processes from the “as is” state to the “to be” state;

- A plan for conducting an Organizational Assessment and Gap Analysis of JFS current job responsibilities and competencies, business processes, and organizational structure to align with the MITS “To Be” job responsibilities and competencies, business processes, and organizational structure;
- An effective communication plan to manage organizational transformation throughout the MITS Project that:
 - Tailors communication channels to the needs of various MITS audiences (stakeholders)
 - Provides stakeholders with a clear understanding of Project purpose, vision, strategy, and business transformation plans and results
 - Ensures timely and accurate communication throughout the Project
 - Provides outreach, awareness, and support to JFS staff whose roles and responsibilities will be affected by the MITS implementation
 - Includes metrics on the effectiveness of all communication channels and media that drive continuous improvement
 - Includes an on-line repository of all communication materials, presentations, and materials that ensures version control, indexing, and storage/retrieval of all communications media;
- A preliminary training plan which includes a training approach and a description of training materials;
- Identification of the technical assistance, knowledge management steps, coaching, performance management (and metrics), and other necessary activities to enable JFS to transform its staffing model, roles, responsibilities, and competencies; and
- A description of the re-engineering processes to be implemented through the MITS project and criteria for assessment of the effectiveness of the re-engineered process.

Organizational Assessment and Gap Analysis

The Contractor must work with JFS to conduct:

- An organizational assessment of JFS staff and business processes to baseline organizational performance;
- A gap analysis to compare existing staff competencies and “As-Is” business processes to required competencies and “To-Be” business process.

The results of this analysis will drive staff training and business process re-engineering efforts in support of business transformation.

Implement the Approved Business Transformation Plan. The Contractor must implement the approved Business Transformation Plan with the following results:

- Quality services are being delivered to Medicaid consumers; and
- JFS workers have the demonstrated ability to function in their new MITS environment.

Throughout the Project, the Contractor must track and report on the business transformation process including:

- Updates to the Business Transformation Plan;
- Individual and organizational competency and performance metrics including resulting changes in performance;
- Training activities and results;
- Communication metrics;
- Risks and issues and their resolution.

Learning Management System. The State is currently implementing PeopleSoft’s Human Resource module as part of its Ohio Administrative Knowledge System (OAKS). The Contractor must develop content that will reside in and be managed through the OAKS Human Resource modules, which includes the learning

management system (LMS) and performance review applications, to optimize JFS business performance through investment in its staff and increase the channels for learning and knowledge management. PeopleSoft will become the JFS standard application and infrastructure in which e-learning will be built and delivered throughout the agency. The State's implementation of OAKS' HR module will include: registration capabilities (listings of curriculum, courses, and instructional responsibilities); management of curriculum and courses; skills and records management; student interfaces to courseware; administration (test and assessment capabilities); assignment to the courses, regulatory requirements and history. The business requirements for the OAKS implementation are referenced at: <http://oaks.ohio.gov/oaks/documents/OAKS-ERP-Software-RFP.pdf>.

LMS E-learning Content. The Contractor must develop e-learning content includes registration, curriculum, courses, skill assessments and that integrates with the PeopleSoft HR modules for online self service access.

Contractor Deliverables. Deliverables to be produced by the Contractor for the business transformation management task must include the following:

10. Business transformation plan;
11. Organizational assessment and gap analysis;
12. Preliminary Training Plan;
13. Implementation of the approved business transformation plan; and
14. LMS E-learning content.

Task 3 - Systems Analysis and Design

JFS believes that controlled, modular iterative approach will provide significant value to the State, keep stakeholder commitment and enthusiasm high throughout the Project and make the Project more manageable. All requirements are to be developed and the iterations designed for development and testing by the Contractor. The Deliverables from this task must be developed according to the approved detailed Software Development Plan developed in Task 1, and must be consistent with the agreed upon standards. The major objectives of the System Analysis and Design task are as follows:

- Ensure that the Contractor has a thorough, detailed understanding of the Ohio Medicaid operation and its business requirements;
- Validate and refine the business requirements specified in this RFP (Supplement Two - BR) and supporting documents with JFS staff;
- Confirm how the proposed solution meets the following MITA requirements:
 - Industry based, open architectural standards;
 - Modular components;
 - Relational database;
 - Web and real-time processing;
 - Rules Engine management;
 - Data privacy, security, and integrity with access limited by staff role;
 - Interoperable systems that support e-communication and processing between systems.
- Elaborate and document the requirements of MITS;
- Support and participate in requirements management;
- Document the analysis of MITS; and
- Design MITS.

Contractor Responsibilities. The Contractor must perform a detailed review and analysis of all requirements provided in Supplements of the RFP and develop the detailed specifications required to construct and implement MITS. The Contractor must complete activities consistent with its proposed iterative methodology to accomplish the task objectives and meet all RFP requirements. The State prefers methodologies that allow the State multiple opportunities to validate requirements and design. For this reason, an iterative development methodology must be used in the development of the MITS application. The Contractor must ensure that the technical system requirements are continually updated in the RSD and the DSD documents. The Contractor must ensure the Business Architecture & SOA Document is in alignment with changes at the State and federal level. This includes a desire to view rapid prototypes of requirements and design concepts, screens, content, and application flow. Prototypes do not necessarily need to become

operational or be reused during development. Workflow and performance simulation within the design is also preferred. At a minimum, completion of this task must include the following activities:

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

The Contractor must thoroughly review all appropriate Ohio and Federal programs and policies. The Contractor may reference the Ohio Revised Code (ORC), Ohio Administrative Code (OAC), State Medicaid Manual, and other associated documentation as it pertains to Ohio Medicaid and MITS. Additionally, the Contractor must ensure that MITS adheres to all applicable JFS and State of Ohio IT Policies. The State's policies are at the following URL: <http://oit.ohio.gov/IGD/policy/OhioITPolicies.aspx>. The Contractor must thoroughly review the current information systems supporting MITS, detailed in Supplement Six, Integration Architecture Requirements, and ad hoc processes, to gain a more thorough understanding of their functionality, understand the system management and data operations, and identify issues for compatibility, relevance and interfaces.

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

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

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

The RSD will take RFP requirements, validate them, and identify how and where the requirements are met in the MITS design. Additionally, the RSD must include:

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

Requirements Traceability Matrix and Repository. The Contractor must develop a requirements traceability matrix to track all requirements specified in the RSD. Requirements must be tracked through each stage of the development life cycle from requirement specification through production deployment. The requirements must be stored in a requirements management repository that permits reporting of a specific requirement, selected requirements based on type or attributes, and a complete detailed listing of all requirements. This matrix and the repository will be used throughout the Project to assure the design, development, test, and final production system meet the specified requirements.

Prepare Detailed Systems Design Document. At a minimum, the Detailed System Design (DSD) must be available in hardcopy and electronic media, and a format approved by JFS and must include:

- Resource requirements that detail CPU, data storage, print, memory, and time estimates for transaction and batch processes required for test, development, and production of MITS;
- A systems standards manual, listing all standards, practices, and conventions, such as, language, special software, identification of all development, test, training and production libraries, and qualitative aspects of data modeling and design;

- An identification of system files and processing architecture;
- A general narrative of the entire system and the flow of data through the system;
- A detailed description and diagram of the system architecture identifying how components are integrated to meet RFP requirements;
- General and detailed subsystem narratives describing each function, process, and feature;
- A security design description for each business area that defines access control including specifying roles, role locations, and a matrix of roles by inputs/outputs;
- A flow diagram of each subsystem, identifying all major inputs, processes, and outputs;
- Lists of all inputs and outputs by subsystem;
- A listing and brief description of each file;
- Preliminary screen and report layouts;
- Preliminary screen and report narrative descriptions;
- Preliminary layouts for on-line, context-sensitive help screens for all MITS functions including Web-based components;
- A preliminary layout for the data element dictionary;
- Final network configuration with graphic layout of all network lines;
- Switches and all hardware/software detail;
- A high level data model and a detailed and physically specific data model;
- Entity relationship diagrams;
- Hierarchy charts or Use Case models identifying system objects and their relationships;
- High and medium level batch flowcharts to the job, procedure, and program level;
- Detailed program logic descriptions and edit logic, including, at a minimum, the sources of all input data, each process, all editing criteria, all decision points and associated criteria, interactions with other programs, and all outputs;
- Final layouts for all inputs to include, at a minimum, input names and numbers; data element names, numbers, and sources for each input field; and examples of each input;
- Final layouts for all outputs to include, at a minimum, output names and numbers, data element names, numbers, and sources for each output field, and examples of each outputs;
- Final layouts for all files to include, at a minimum, file names and numbers; data element names, numbers, number of occurrences, length and type; record names, numbers, and length; and file maintenance data such as number of records, file space;
- A Domain Object Model of MITS for all Contractor developed components of MITS;
- Site maps for all web-based interface components; and
- A detailed comprehensive data element dictionary, including, at a minimum, data element names, numbers, and business area definitions; valid values with business area definitions; sources for all identified data elements; and lists from the data element dictionary (DED) in multiple sort formats.

A logical and physical data model must be included in the documents. The creation of the data model must be done in coordination with JFS and OIT database administration and data modeling staff.

The Contractor must provide and present the changes to prototypes for State staff to review throughout the design process. The Contractor must conduct walkthroughs of the Design Documents with the JFS Project Representative and technical resources (as assigned by the JFS Project Representative) and demonstrations during the development of the design specification to enhance the State's understanding and to facilitate the approval process. Application Programming Interfaces (APIs) used within the application to communicate between components and modules or with external systems must be defined in this document as well.

MITS System Security Plan. The Contractor must develop a MITS System Security Plan. As such, it must detail all methods of security used by MITS. This plan must include, among other things, details describing the system's adherence to and compliance with HIPAA security regulations, the State's and JFS' security regulations, policies, and procedures, use of LDAP-based authentication to deliver single sign-on system access leveraging the JFS centralized eDirectory, security aspects of the system's physical architecture, detailed descriptions of all user access roles and their corresponding security levels, the security related business requirements itemized in Section 11.2 of the attached Business Requirements document, and the State's categorization of MITS use of electronic signatures for submission to DAS OIT as required by Administrative Code Section 123:3-1-01. This plan must include a diagram(s) and explanation of the MITS

security architecture. This plan must be developed through consultation and final approval of the plan by the JFS System Security Officer along with the standard approval requirements of all systems development deliverables.

MITS Deployment Plan. The Contractor must develop a MITS Deployment Plan that details how MITS will be deployed to the user community. It must detail how the MITS software will be produced, identify user documentation and its deployment, identify system configuration, identify and describe installation scripts, identify the packaging and installation of components (with emphasis placed on COTS components), identify the distribution of all software, and detail the distribution of system components to external users. Software licensing must be detailed. Internet distribution also must be described in detail. Software installation must be detailed, especially when COTS or other third-party software installation entails a user-controlled process. This plan must explain how all nodes of the system will be installed and upgraded in a timely fashion and where the installation may split up in multiple procedures. The migration of MITS as a replacement to MMIS must be thoroughly explained and any constraints to the continuity of operation must be detailed. The deployment of MITS must be planned in conjunction with the MITS Training Plan, Data Conversion Plan, Test Plans, and Implementation Plan and in accordance with JFS procedures for deploying applications to end user workstations via Novell's ZENWorks Network Application Launcher (NAL).

MITS Architectural Component Procurement Plan. The Contractor must produce and maintain a MITS Architectural Component Procurement Plan which details all hardware and software required for the MITS Test, Training, and Production environments. This document must identify the detailed specifics (e.g., components, stock numbers, configurations, quantities, etc. of all hardware and software components that JFS will purchase for these environments. In addition, it must identify the dates each component must be in operational status. JFS requires a 90 day lead time for component purchases and this procurement plan must identify the lead time for each component. All projected hardware/software order and availability dates must be reflected in the MITS project plan at the completion of this document. Any hardware/software procurement plan changes must also be reflected in the MITS project plan.

The following charts illustrate responsibilities of JFS, OIT and the Contractor for procurement of the various MITS environments throughout the life of the Contract. The charts illustrate information for planning purposes. The Contractor is to propose actual dates when test, training and production hardware is to be available in the MITS Architectural Component Procurement Plan referenced in Task 3.

Vendor Responsibility	
JFS Responsibility	
OIT Responsibility	
Phase I Production Milestone	★
Phase II Production Milestone	★

MITS Environment - Responsibility Matrix																													
		Calendar 2006				Calendar 2007				Calendar 2008				Calendar 2009				Calendar 2010				Calendar 2011				Calendar 2012			
		Federal Fiscal Yr '06				Federal Fiscal Yr '07				Federal Fiscal Yr '08				Federal Fiscal Yr '09				Federal Fiscal Yr '10				Federal Fiscal Yr '11				Federal Fiscal Yr '12			
		State Fiscal Yr '07				State Fiscal Yr '08				State Fiscal Yr '09				State Fiscal Yr '10				State Fiscal Yr '11				State Fiscal Yr '12				State			
	MITS Phase	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul
Development Environment																													
Acquire Hardware	Phase 1																												
	Phase 2																												
Acquire Middleware	Phase 1																												
	Phase 2																												
Acquire Software	Phase 1																												
	Phase 2																												
Support Hardware	Phase 1																												
	Phase 2																												
Support Server OS	Phase 1																												
	Phase 2																												
Support Middleware	Phase 1																												
	Phase 2																												
Support Application	Phase 1																												
	Phase 2																												

MITS Environment - Responsibility Matrix																														
		Calendar 2006					Calendar 2007				Calendar 2008				Calendar 2009				Calendar 2010				Calendar 2011				Calendar 2012			
		Federal Fiscal Yr '06				Federal Fiscal Yr '07				Federal Fiscal Yr '08				Federal Fiscal Yr '09				Federal Fiscal Yr '10				Federal Fiscal Yr '11				Federal Fiscal Yr '12				
						State Fiscal Yr '07				State Fiscal Yr '08				State Fiscal Yr '09				State Fiscal Yr '10				State Fiscal Yr '11				State Fiscal Yr '12				State
	MITS Phase	Oct	Jan		Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul
Test Environment																														
Acquire Hardware	Phase 1																													
	Phase 2																													
Acquire Middleware	Phase 1																													
	Phase 2																													
Acquire Software	Phase 1																													
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Support Hardware	Phase 1																													
	Phase 2																													
Support Server OS	Phase 1																													
	Phase 2																													
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	Phase 2																													
Support Application	Phase 1																													
	Phase 2																													

MITS Environment - Responsibility Matrix																																				
		Calendar 2006					Calendar 2007					Calendar 2008					Calendar 2009					Calendar 2010					Calendar 2011					Calendar 2012				
		Federal Fiscal Yr '06				Federal Fiscal Yr '07				Federal Fiscal Yr '08				Federal Fiscal Yr '09				Federal Fiscal Yr '10				Federal Fiscal Yr '11				Federal Fiscal Yr '12										
		State Fiscal Yr '07				State Fiscal Yr '08				State Fiscal Yr '09				State Fiscal Yr '10				State Fiscal Yr '11				State Fiscal Yr '12				State										
	MITS Phase	Oct	Jan		Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul						
Training Environment																																				
Acquire Hardware	Phase 1																																			
	Phase 2																																			
Acquire Middleware	Phase 1																																			
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Acquire Software	Phase 1																																			
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Support Server OS	Phase 1																																			
	Phase 2																																			
Support Middleware	Phase 1																																			
	Phase 2																																			
Support Application	Phase 1																																			
	Phase 2																																			

MITS Environment - Responsibility Matrix																													
		Calendar 2006				Calendar 2007				Calendar 2008				Calendar 2009				Calendar 2010				Calendar 2011				Calendar 2012			
		Federal Fiscal Yr '06				Federal Fiscal Yr '07				Federal Fiscal Yr '08				Federal Fiscal Yr '09				Federal Fiscal Yr '10				Federal Fiscal Yr '11				Federal Fiscal Yr '12			
		State Fiscal Yr '07				State Fiscal Yr '08				State Fiscal Yr '09				State Fiscal Yr '10				State Fiscal Yr '11				State Fiscal Yr '12				State			
	MITS Phase	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul
Production Environment																													
Acquire Hardware	Phase 1																												
	Phase 2																												
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	Phase 2																												
Support Hardware	Phase 1																												
	Phase 2																												
Support Server OS	Phase 1																												
	Phase 2																												
Support Middleware	Phase 1																												
	Phase 2																												
Operations Support (Scheduled)	Phase 1																												
	Phase 2																												
Operations Support (Ad Hoc)	Phase 1																												
	Phase 2																												

Operations Support (Scheduled) =	E.G., All regularly scheduled production jobs
Operations Support (Ad Hoc) =	E.G., On-Call, abend, ad hoc job support

Glossary. The Contractor must produce and maintain a MITS Glossary to define terminology specific to the MITS domain. It must explain terms and system usage that may be unfamiliar to the reader of Project documents. In addition, it will be the repository for agreed upon definitions of terms open to various interpretations. This glossary should build upon the Glossary of Terms included as Supplement 3 to this RFP. Also, as an option, this document can be used as an informal data dictionary, capturing data definitions so that design descriptions and other project documents can focus on what the system must do with the information. The Glossary must organize the various terms into groups to improve readability and ease of user understanding. The terms should be organized alphabetically within each group.

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

15. Updated supplement documents;
16. Requirements specification document;
17. Requirements traceability matrix & repository;
18. Detailed systems design document and artifacts;
19. MITS system security plan;
20. MITS deployment plan;
21. MITS architectural component procurement plan; and
22. Glossary.

Task 4 – Development

As mentioned in the previous task description, JFS believes that a controlled, modular iterative approach to development will provide significant value to the State and represent the best approach to successfully implementing MITS. The objectives of the Development Task are to modify, develop, and install a federally certifiable MITS on the requisite hardware and software in the development environment. Establishing the hardware, software, and network environment, including connection to the JFS network and integration with other JFS applications, will be essential to the Contractor's success. It is the Contractor's responsibility to procure all the hardware, software, and necessary technical accessories required to accomplish the development task.

This section also addresses requirements for system and user documentation, as well as software development change management processes and procedures.

Contractor Responsibilities.

The Contractor is responsible for developing, testing, and maintaining all MITS application code in the development, test, and training environments according to JFS provided standards and best practices. The Contractor will be required to package all code deployments into the test, training and production environments in a manner such that all code changes and related configuration changes are packaged via a software configuration management tool. All licenses including the development licenses for all MITS COTS application code must either be transferred to the State or licensed in the State's name. The Contractor must create installation scripts for the release. The Contractor must execute these scripts in the test and training environments. The installation scripts will be promoted and executed in production by JFS. This release package must include release notes that document and identify all related application and system software related configuration changes.

Contractor is responsible for all aspects of procuring, implementing and maintaining the MITS Development Environment. This includes procuring, installing, maintaining and housing all hardware and software required to develop the MITS application per JFS provided server configuration standards and best practices. Depending upon the architecture of the winning Proposal, JFS may request minor changes to the environment configuration to better integrate with its existing network and computing environment. All software must be maintained such that it is at a current release and is fully supported by the software manufacturer. The Contractor must provide documentation of all server system software configuration properties to JFS operations staff when promoting code into the test and/or training environments.

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

Development Environment. The Contractor must develop, modify, enhance, and install software of the transfer system. This also may include implementation of commercial off the shelf and third party products as appropriate. The Contractor must establish all necessary telecommunications links with all specified State offices. The Contractor must establish the data processing environment (hardware and software) necessary to develop, test, and operate MITS and support JFS SOA strategy, including, but not limited to, all hardware, operating system software, and application software, including COTS.

Upon completion of the development environment, the Contractor must provide a letter to JFS certifying that the environment has been set up for development of MITS per the business and technical system requirements. The Contractor is responsible for identifying the hardware and software required for the MITS test, training and

production environments. The Contractor will supply this information at least 90 days before needing the environment setup. Upon completion of the configuration of the testing, training, and production data processing environments by JFS and OIT staff, the Contractor must provide a letter of verification and acceptance to JFS certifying that the system environments have been properly set up for MITS.

The Contractor also is responsible for documenting a plan identifying how each component of the MITS production system will be proactively monitored. This plan will identify all software and/or hardware components to meet this requirement. The Contractor is responsible for specifying the proper configuration of these components once they are deployed into Production. The Contractor will assist with troubleshooting these components.

It is expected that the Contractor will perform the data conversion activities within the development and test environment. The data conversion programs will be promoted and executed in production by JFS.

The Contractor must develop a disaster recovery plan identifying how the production MITS system (to include application code, non-OS related production software and data) will be recovered and made operational in an OIT provided recovery site. OIT is responsible for ensuring the hardware and OS are available and configured per Contractor production specifications. JFS is responsible for promoting the code into this environment and configuring any software running in this environment per the Contractor's production specifications.

The Contractor must supply a backup plan identifying how the application code and data is to be backed up and, if needed, recovered for normal business operations.

Provide Software Change Management Process, Tools and Documentation. The Contractor must provide automated tools, processes, and documentation for software change management. The Contractor must conduct all activities in software change management to conduct an efficient, auditable and secure software development process. The software change management process must allow for iterative development and testing processes. The Contractor must provide electronic and paper copies, including flowcharts, of the processes and procedures that will be used to control the changes to program source code and all MITS required documentation.

Update Documentation. The Contractor must update at a minimum the following documents, as appropriate, with all development tasks. The documents to be updated at a minimum are:

- Technical Requirements;
 - Technical Architecture;
 - Network Architecture Diagram;
 - Hardware Configuration Diagram; and
 - Disaster Recovery and Back-up (including necessary hardware, software and networking components);
- Requirement Specifications Document;
- Detailed System Design Document;
- Requirements Traceability Matrix;
- Integration Architecture Document; and
- Data Conversion Requirements.

Provide MITS User Electronic Documentation. The Contractor must prepare user documentation for each business process. The Contractor must prepare draft user documentation during the development task and updated during the testing and implementation tasks, as appropriate. The Contractor will be responsible for the production and distribution of all user documentation updates in a timely manner. The following are minimum requirements for MITS user electronic documentation:

- The electronic documentation must be rules based driven using meta-data where ever possible, allowing for automatic updates to the documentation when system or requirement changes occur. The documentation must also include on-line, context-sensitive help screens for all MITS functions including web-based components;
- The electronic documentation must include the use of content/document management capability to link, track, and update all documentation affected by a system or requirement change.

- The documentation must be available on-line via the MITS application and provide an online search capability with context-sensitive help;
- JFS requires one paper copy using 8-1/2" x 11" pages in three-ring (3) binder form, pages numbered within each section, and a revision date on each page. Revisions must be clearly identified in bold print;
- User documentation must be created and maintained in MicroSoft Office 2000 Suite or higher (consistent with the current JFS standard) and Visio and must be provided on request to JFS on diskette or CD and be accessible via the Web to users during the operations phase;
- User documentation must be written and organized so that users not trained in data processing can learn from reading the documentation how to access the online windows/screens, read subsystem reports, and perform all other user functions;
- User documentation must be written in a procedural, step-by-step format and should be aligned with the business transformation documents;
- Instructions for sequential functions must follow the flow of actual activity (that is, balancing instructions and inter-relationship of reports) ;
- User manuals must contain a table of contents and an index;
- Descriptions of error messages for all fields incurring edits must be presented and the necessary steps to correct such errors must be provided;
- Definitions of codes used in various sections of a user manual must be consistent;
- Mnemonics used in user instructions must be identified and must be consistent with windows, screens, reports, and the data element dictionary;
- All system errors must be handled by a standardized error handling module that translates technical messages into commonly understood terminology;
- Abbreviations must be consistent throughout the documentation;
- Field names for the same fields on different records must be consistent throughout the documentation;
- Each user manual must contain "tables" of all valid values for all data fields (for example, provider types, claim types), including codes and an English description, presented on windows, screens, and reports;
- Each user manual must contain illustrations of windows and screens used in that subsystem, with all data elements on the screens identified by number;
- Each user manual must contain a section describing all reports generated within the subsystem, which includes the following:
 - A narrative description of each report;
 - The purpose of the report;
 - Definition of all fields in the report, including detailed explanations of calculations used to create all data and explanations of all subtotals and totals; and
 - Definitions of all user-defined, report-specific code descriptions; and a copy of representative; and pages of each report.
- Instructions for requesting reports or other outputs must be presented with examples of input documents and/or screens;
- All functions and supporting material for file maintenance (for example, coding values for fields) must be presented together and the files presented as independent sections of the manual;
- Instructions for file maintenance must include both descriptions of code values and data element numbers for reference to the data element dictionary;

- Instructions for making on-line updates must clearly depict which data and files are being changed;
- Desktop guide that includes appropriate instructions from this bullet list and that provides users with all the information they need for role-based access to the screens and functions that are necessary for their jobs; and
- Draft user documentation will be used as the basis for user acceptance testing and training, unless otherwise specified by JFS, as well as final versions will be used for training before the start of operations.

Provide Provider Electronic Documentation. Provider documentation is used to enable the provider community to submit claim records in the proper format for adjudication. The Contractor must prepare draft provider documentation during the development task and update it during the testing and implementation tasks, as appropriate. All documentation must be specific to individual provider types or groups of related provider types and support the multiple communication channels available to each provider type. The provider documentation at a minimum must:

- Be rules-based driven using meta-data where ever possible, allowing for automatic updates to the documentation when system or requirement changes occur;
- The electronic documentation must include the use of content/document management capability to link, track, and update all documentation affected by a system or requirement change.
- Contain an introduction, policy section, billing instructions for fee for service and encounter claims, billing examples, and rate methodologies;
- Be created and maintained in MicroSoft Office 2000 Suite or higher (consistent with JFS standard) and Visio and must be provided to JFS on request, on diskette or CD and be accessible to providers via the Web during the operations phase;
- Provide general program information and highlight differences in programs and in processes among programs;
- Contain a table of contents and be indexed;
- Include an online search capability for the electronic version;
- Describe provider certification (enrollment) and recertification procedures, general participation requirements, and termination procedures;
- Describe provider profile change process;
- Describe general medical record content and record retention procedures and audit procedures and responsibilities;
- Describe third party resource (coordination of benefits) identification and recovery procedures, including Medicare benefits;
- Identify methods of verifying consumer eligibility, describe information contained or accessible through Medicaid Identification Cards, describe all relevant consumer information supplied to the provider, describe each eligibility verification access method available and how to use it, and describe why this information is relevant to providing services;
- Identify covered services and service limitations;
- Identify reimbursement procedures, including co-payment requirements and managed care procedures;
- Identify any special forms needed and describe how to complete them and submit them (for example, Prior Authorization, sterilization consent);

- Provide detailed billing instructions and filing requirements for all billing methods, including electronic and paper submission;
- Describe the process for adjustments and refunds;
- Describe utilization review and control procedures; and
- Describe methods to access data and submit provider inquiries.

System Administration Manual. The Contractor must provide and maintain a MITS System Administration Manual detailing the business and technical functions and use of all MITS system administration modules. This manual must identify all administrative modules included in MITS and detail their operation and administration. Where administrative modules require the use of domain tables or data tables, the values used by the tables must be identified through the use of attachments to this manual to facilitate future manual updates. Security roles necessary for the operation of each module must be identified and explained. The manual must be organized by MITS administrative function and, at the option of JFS, may be broken into smaller functional manuals for distribution to the appropriate operational unit(s).

Development and Unit Testing: The Contractor responsibilities for this Deliverable include programming, and unit testing on all system functions. The State requires an iterative methodology that allows for multiple development increments, either in parallel or sequential, with discrete testing for each such increment.

The Contractor must enforce the established development standards and document deviations from the established development standards, including the rationale behind the deviation. These deviations must be included in the test results.

The Contractor must develop the application software for the required interfaces as defined in the completed Detailed System Design Document. The Contractor must develop any bridges and integration code necessary for MITS to interface with other software and systems.

The Contractor must test all components (i.e. programs) as stand-alone entities. Unit testing ensures that a single component is resilient and will function correctly on a stand-alone basis (e.g. the modified component can take inputs and produce expected outputs).

JFS Responsibilities

JFS is responsible for procuring, implementing, and maintaining the MITS test and training environments in accordance with the Contractors specifications. This includes procuring, installing, maintaining, and housing all hardware and software required to perform testing and training for MITS. JFS is responsible for installing and promoting MITS application code into the production environment. JFS will install, maintain, and support any system software packages (i.e., HTTP server, application server, message queuing software) required for the MITS application in the test, training and production environment according to Contractor supplied specifications. JFS staff is responsible for installing, configuring, and maintaining performance and application monitoring software as specified by the Contractor.

JFS is responsible for procuring installing and maintaining all workstations, local area networks, wide area networks and internetworking infrastructure required to support JFS MITS staff located in JFS facilities. JFS will supply a VPN gateway for Contractor connectivity.

OIT Responsibilities

OIT is responsible for procuring, implementing, and maintaining the MITS Production hardware Environment per the Contractors specifications. This includes procuring, installing, maintaining, and housing all hardware and related operating system software required by the MITS production application. OIT will provide a full image copy of the current production OS configuration. OIT will maintain a copy of all media required to reinstall the OS and required media keys. OIT is responsible for running any operations that require root authority within the production operating system on these servers.

OIT is responsible for creation of a disaster recovery (DR) environment in a location separate from where the MITS Production environment will be housed. This DR environment will provide an amount of capacity to be determined by the Contractor for the successful restoration of the MITS environment in the event of an outage of more than 4 days to the MITS production environment.

OIT is responsible for providing a secured demilitarized zone (DMZ) for MITS servers that will be directly exposed to the public internet (i.e., HTTP, reverse proxy, etc.). OIT will provide guidelines and standards for any software being deployed in this secured server environment.

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

23. Letter certifying that environment has been set up for development of MITS in accordance with the business and technical requirements;
24. Software change management documentation;
25. Updated documentation;
26. MITS user electronic documentation;
27. MITS provider electronic documentation;
28. System administration manual; and
29. Development and unit testing.

Task 5 – Testing

Within the testing task, appropriate testing must occur for each development iteration. Planning for the testing task must occur as early in the Project as possible to ensure successful testing results. Test plan development must occur during the systems analysis and design task using the requirements traceability matrix. Additionally, various types of testing require a separate test environment, and JFS requires the Contractor's testing methodology to appropriately address the testing requirements described in this task. The objectives of the testing task are to perform unit, system/sub-system, integration, and regression (baseline) testing to ensure all relevant MITS requirements are satisfied for each iteration. Load/stress and user acceptance testing (UAT) are also included in this task Deliverable. Upon successful completion of the UAT, the Contractor must perform the operational readiness test. Through comprehensive and extensive internal testing, Contractor staff will demonstrate that the functions under test meet all relevant requirements, e.g., MITS will appropriately process and pay all claim transactions, process, and report encounter, and eligibility data, enroll providers, process prior authorization requests, update all types of files, and produce required reports. The Contractor will be working closely with the JFS IV&V Contractor during all testing phases.

This task will result in the following for unit, system, integration, regression, load/stress, UAT, and operational testing:

- a) Test Plans, Test Cases/Scripts, and other documentation;
- b) Execution and Tracking Tools; and
- c) Results and Reports.

Contractor Responsibilities. Since the development of MITS is an iterative process, the following tests must be executed for each iteration. With the written approval of JFS, certain tests may not be relevant for a specific iteration. But at a minimum, the Contractor must perform the following activities during this task:

System Test: The Contractor must test modifications to a collection of components within the context of the system/sub-system in which they function. System testing ensures that the system functions as designed after development and modification of its components.

Integration Test: The Contractor must test modifications within the context of the integrated system/sub-systems (the collection of interconnected systems or sub-systems) in which it functions. Integration testing helps ensure that a defined set of interconnected systems/sub-systems will perform as designed after additions/modifications to components. The testing must also ensure that interfaces with external systems are exchanging data correctly.

Regression (Baseline) Test: The MMIS/MITS parallel test is designed to ensure that the Contractor is ready to process claim input and adjudicate claims correctly upon termination of the current MMIS

and conversion to the new MITS. This will be executed in the production mode using a representative dataset of claims to ensure inclusion of claim variations that are likely to occur. The Contractor will develop and execute an iterative process to adjudicate and pay six months of claims in the new MITS that were previously adjudicated and paid by the current MMIS. The six months dataset of claims to be parallel tested must be selected from the nine month period prior to the MITS production installation date. This claims adjudication and payment parallel processing must include both claims paid successfully and claims denied from the legacy system. The parallel run reconciliation process will include an electronic match for paid and denied claims.

The denied claims identified in this parallel processing in MITS must contain equivalent error codes to those identified on the MMIS paid claims files. The parallel run reconciliation process must include an electronic match of dollar amounts paid for each of the claims paid/denied in both files. Where there is no dollar amount for a payment status due to the claim being denied or placed in a suspended status, the claim status and reason code(s) must be electronically matched and reported.

Load/Stress Test: The Contractor performs this test to document that MITS will function within the normal work day, work week, and work month schedule of JFS. The Contractor must conduct load/stress testing to determine on-line, Web-access, and batch performance levels under expected system loading conditions with production-sized databases. Load/stress testing must also be conducted to evaluate how the system performs under maximum stress conditions and to determine the maximum capacity within specified performance levels. The results of the load test may also result in re-work and system tuning if the processing schedule negatively impacts JFS' ability to work a normal business day. The successful completion of regression and load testing must assure JFS that they can successfully participate in the user acceptance testing.

User Acceptance Test (UAT): The UAT demonstrates that the Contractor is ready to perform all required functions for MITS, that MITS system meets RFP requirements, that MITS meets CMS certification criteria, and that all JFS-approved change orders function properly. All MITS subsystems & modules will be tested before start of operations. This will also include but not be limited to testing of all: business processes, commercial off the shelf products, and business rules engines. Components of the test will require that the Contractor demonstrate readiness to perform all MITS functions and contractual requirements, including manual processes. User acceptance testing will be conducted in a controlled and stable environment. No modifications to the software or files in the acceptance test library will be made without prior written approval from JFS. The UAT is designed to test the existence and proper functioning of edits and audits, the accuracy of claim records payment and file maintenance, and the format and content of all system outputs, including outputs from reporting functions such as MARS (Management and Administrative Reporting Subsystem), all business processes, utilization management, and EPSDT (Early Periodic Screening, Diagnosis and Testing). These tests may use all, or select parts of, preliminary converted files.

Operational Readiness Test: The operational readiness test is designed to ensure that the Contractor and JFS staff are ready to process all inputs, price claim records correctly, meet all reporting requirements, use a properly functioning data communications network, and have a demonstrated back-up capacity. The Contractor also must assess the operational readiness of JFS staff who perform activities such as document imaging, customer service, correspondence management, drug rebate, financial operations, quality assurance, fraud and abuse oversight, processing for grievances and appeals, publications, and analytical services. Operational readiness testing will include a pilot test of actual claims processing in a full operational environment starting with the submission of EDI transactions into the translator through the payment process, including but not limited to document imaging and CRM. Operational readiness testing must be done with full data volumes. The success of the operational readiness test, as determined by the metrics developed by JFS IV&V Contractor, will determine the implementation date for the MITS system. An additional component of the operational readiness test is the demonstration and verification of data security and fire/disaster prevention and recovery procedures. The Contractor must also execute disaster recovery processing, including switch-over to an alternate back-up site and back. The disaster recovery portion of the test will be limited to a recovery during a daily and a weekly process cycle. The length of the test will be the amount of time that is necessary to recover from the disaster and provide proof that the recovery has been successfully completed.

Test Plans. The Contractor must develop test plans (this includes unit, system, integration, regression, load, user acceptance, and operational readiness). The plans must include the defined progress path to achieving operational readiness testing. Additionally, the plans must show valid links from operational readiness testing all the way back to achieving each functional requirement. The plans must identify the inputs to the test, the steps in the testing process, and the expected results. The plans also must identify any software tools used during testing and any State resources needed. In addition, proposed test metrics and progress reports (which will be issued at intervals approved by the State) must be defined. The plans must provide detailed descriptions of the test environments, methods, workflow, training required, management of the testing processes, and the defect identification and resolution processes to be executed during the tests. The Contractor must take responsibility for the execution of the plans.

Additional requirements are:

- Test plans and schedules must be conducted to show the same processing through the existing Medicaid systems and the newly developed MITS for each of the following:
 - system module;
 - subsystem;
 - business processes;
 - integrated system;
 - automated regression testing;
 - business rules;
 - business requirements;
 - load testing;
 - integrated system testing which must include testing all MITS features including those which involve more than one subsystem, such as updates to consumer or provider records based on paid claims;
 - interfaces between TPL records;
 - claim records payments;
 - processing of claim records from input through reporting; and
 - automated regression testing;
- Test plans and schedules for COTS products;
- A description of every test scenario, linkage to the approved RSD and DSD, JFS policy and/or business function, and expected test results;
- A mapping of every test scenario to every element in the requirements traceability matrix developed in the design phase and modified in the development phase;
- An organization plan showing Contractor personnel responsible for testing;
- A discussion of management of the testing effort, including strategies for dealing with delays in the testing effort, high volume of defects, back-up plan, back-up personnel, and related issues;
- Procedures for tracking and correcting deficiencies discovered during testing;
- A plan for updating documentation based on test results;
- Procedures for notifying JFS of problems discovered in testing, testing progress, adherence to the test schedule, and so forth; and
- Plan for organizing and presenting test results for JFS review.

Test Cases/Scripts. The Contractor must develop test scripts and test cases (this includes unit, system, integration, regression, load, and user acceptance testing) that thoroughly test the functionality of the system. These scripts must provide step-by-step instructions for executing the tests. Test scripts may take the form of either documented textual instructions that are executed manually or computer readable instructions that enable automated test execution. The scripts must address all data scenarios that the system will process.

Capacity Analysis Document. The Contractor must analyze and evaluate performance of all systems, telecommunication networks, hardware, and software. This includes the components in the network layer, the hardware layer, the application layer, and the presentation layer. The result of this analysis must be included

in the document. All performance monitoring results and summaries must be made available for review on a daily basis. All results and recommendations must be provided in the capacity analysis document.

Minimum requirements for the capacity analysis document are:

Disk needs for:

- Database (index tablespace) in megs or gigs;
- FTP;
- Flat file usage;
- Backups; and
- Temp/Sort space on DBMS.

Memory and CPU needs:

- Web servers;
- Application servers;
- Database servers; and
- All other system servers.

Tape usage needs for:

- Onsite tape storage number of days/weeks/month do we retain; and
- Offsite disaster recovery/business resumption.

Real time transaction needs for:

- Number of transactions per second; and
- Average number of database accesses per transaction. This could be broken down by select, insert, update, and delete.

Database needs for:

- Number of tables/indices;
- Initial rows expected and growth rate per quarter; and
- Number of inserts, updates, deletes, and selects per day.

Application needs for:

- Message broker usage;
- Number of batch programs;
- Number of online programs;
- Number of application servers;
- Number of database servers;
- Batch window;
- Number of cases/clients etc. expected to be processed per night;
- Weekly processing;
- Monthly processing;
- Quarterly processing; and
- Year end processing.

Performance Tuning Document. The Contractor must perform all application system modifications required to ensure that the system meets performance requirements specified in the system design specification document. The majority of the modifications will be identified using a load testing tool, such as Mercury Interactive or an equivalent JFS approved tool per Supplement Four: Technical Requirements. Performance tuning must be planned and completed using tier by tier and end to end methodologies. The Contractor may suggest changes to system settings (server, database, network, and optical scanning hardware and software) to improve performance. JFS may consider suggested changes to system settings as appropriate. All results and recommendations must be provided in the performance tuning document.

UAT Plan. In addition to the requirements described in the test plan section, the Contractor must work with JFS to develop a UAT plan. The plan must include documentation of UAT scripts, procedures, timelines, and processes. This includes training State staff who will be responsible for the UAT process.

Minimum requirements are:

- Define the approach, scope, and criteria for user acceptance testing;
- Identify anticipated JFS and Contractor resources involved in testing;
- Describe how the development of the test scenarios ensure that all subsystems and functions of MITS are evaluated and acceptable;
- Define the schedule of the acceptance testing effort; and
- Describe how the acceptance testing process is tracked and monitored to ensure that all testing and re-testing have been satisfactorily completed.

Letter Certifying That Data for UAT Has Been Provided. The Contractor must provide a letter certifying that all data necessary to perform UAT has been provided. This includes populating the UAT database with suitable test data.

UAT Defect Tracking Report. The Contractor must track all defects throughout UAT in the State approved defect-tracking tool and repair the defects. The Contractor must make the changes necessary to the application to meet the RSD requirements. Additionally, the Contractor must update the requirements traceability matrix and repository verifying that UAT successfully meets the requirements of the system.

Metrics from the UAT will be reported weekly from an automated test scenario tracking tool reporting the current status of every test scenario currently available for testing or in progress. At a minimum, the automated tracking tool must:

- Define the UAT universe;
- Capture or assign a unique ID for each acceptance test scenario;
- Store scenarios and UAT results by MITS business function (subsystem);
- Cross-reference to RSD requirements covered by each test scenario;
- Define and report UAT status by:
 - Number of UAT scenarios identified for the business process and sub-business process;
 - Number ready for testing;
 - Number released for UAT;
 - Number of UAT scenarios that have passed;
 - Number of UAT scenarios that have failed;
 - Number of defects identified by severity;
 - Number of test cases under further research after initial results;
 - Number of UAT scenarios passed and signed off by JFS as completed and number of UAT scenarios that failed;
 - Number of UAT scenarios to be retested;
 - Number of remaining test scenarios to be tested/retested;
 - Grand total; and
 - Percent complete.

In addition, the Contractor must work with JFS staff to analyze UAT results and to identify any corrections needed and make those corrections.

UAT Final Report. The Contractor must summarize the results of the UAT in the UAT Final Report. The Contractor also must include a written certification letter certifying that UAT was successfully completed. This certification must include all issues identified that have been corrected.

Minimum content requirements for this Deliverable are:

- A summary of the testing process, including number of problems identified and corrected, by type;
- A listing of all acceptance test scenarios that passed acceptance testing by functional area within the business model;

- Descriptions of problems identified, details of defects created, severity, and corrective steps taken; and
- Description of issues outstanding at the end of acceptance testing, the plan for resolution, and the impact on operations.

Operational Readiness Test Report. The Contractor must submit a report that details the results of the operational readiness assessments and certifies that the MITS, its subsystems, functions, processes, operational procedures, staffing, telecommunications, and all other associated support is in place and ready for operation. The metrics, developed by JFS IV&V Contractor on JFS staff performance during the operational readiness test, also must be included in this report.

MITS Operating Procedures. The Contractor must work with JFS staff to develop operating procedures that define the relationships and responsibilities of the Contractor and JFS personnel for MITS. The Contractor must build the automated scripts to achieve as near a "lights out" operation as possible using a State approved scheduling tool. The Contractor should consider the Technical Requirements when developing the operating procedures to leverage existing operations management tools. Minimum requirements are:

- Must be written in a procedural, step-by-step format and linked to the roles-based rules engine;
- Operating procedures must be created and maintained in Word 2000 (or higher, consistent with JFS standards) and must be available online and provided on request to JFS on diskette or CD;
- Instructions for sequential functions must follow the flow of actual activity;
- Operating procedures must contain a table of contents, be indexed, and include an online search capability;
- Descriptions of error messages for all fields incurring edits must be presented;
- Definitions of codes used in various sections of a manual must be consistent;
- Mnemonics used in operating procedures must be identified and must be consistent with windows, screens, reports, and the data element dictionary;
- Abbreviations must be consistent throughout the documentation;
- Instructions for making on-line updates must clearly depict which data and files are being changed;

Requirements for purging, archiving, backing up, and restoring required data;

Monitoring and identifying adequate space allocations for the systems data volume;

Application or system problems occurring in production as reported by MITS users;

If batch cycles are required by MITS, these cycles must conform to JFS standards and be approved by JFS and executed to maintain the minimum system accessibility windows specified in the RFP;

- Flow charts and process flows that diagram batch processes, including listing each job functions, dependencies, or special processing; and
- Operating procedures must contain any internal reports used for balancing or other internal reports that are not MITS outputs. All fields in reports must be defined, including detailed explanations of calculations used to create all data.

Proposed Test Environment(s). The Contractor must update its description of the environment(s) that will be needed to execute all the tests described in this task, including its approach to creating data to drive these tests, and obtain approval from JFS. Based on Contractor requirements, JFS will provide, maintain, and support the testing and training environment(s). The testing and training environment(s) may be used for load/stress testing, UAT, and operational readiness testing, as well as for training pending MITS transition into a production environment.

Contractor Deliverables

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

30. Test plans (unit, system, integration, regression, load/stress, user acceptance and operational readiness);
31. Test cases/scripts and completed systems test;
32. Integration test cases/scripts and completed integration test;
33. Regression test cases/scripts and completed regression test;
34. Load/stress test cases/scripts and completed load/stress test;
35. Capacity analysis document;
36. Performance tuning document;

37. UAT plan;
38. Written certification that UAT data has been provided;
39. User acceptance test cases/scripts and completed user acceptance test;
40. UAT defect tracking report;
41. UAT final report;
42. Operational readiness test cases/scripts and completed operational readiness test;
43. Operational readiness test report;
44. MITS operational procedures; and
45. Finalized proposed test environment(s) specifications.

Task 6 – Data Conversion

All historical and active data in the current Ohio Medicaid JFS legacy systems that are needed to meet MITS requirements must be converted. JFS requires a sound conversion strategy and approach that addresses data conversion using conversion programs and manual data entry. The data conversion task often involves planning, identifying, and analyzing conversion requirements, preparing conversion specifications, developing and testing conversion programs, and converting the data. Objectives of this task are described below:

- Data integrity;
- Data cleansing and purification;
- Data quality;
- Data verification;
- Data loads for testing purposes; and
- Data load completion.

The Contractor must address the data conversion requirements described in Supplement Seven for this Task.

JFS believes that the data conversion task should begin early in the life of the Project.

Contractor Responsibility

The Contractor must provide for conversion of all data elements in the current systems. Additionally, the Contractor must provide application functionality to allow for the initial loading of all information currently captured on paper that will be automated in MITS.

Update Data Conversion Plan. The Contractor must revise the data conversion plan submitted as necessary to meet the current JFS business and technical environment. Before conducting the UAT test for conversion, the Contractor must submit, for State review and approval, a conversion test plan that clearly sets forth how the process is designed to fully test the functions and features of the conversion software. The plan must identify the inputs to the test, the steps in the testing process and the expected results, and any software tools used during testing.

The minimum requirements for the conversion Plan are:

- A detailed plan for conversion of all files, user validation of converted data, and final conversion of files; the plan should include a detailed conversion schedule, definition of the universe of files to be converted, any metrics to use to monitor data quality and personnel resources assigned to the conversion of each file.
- A discussion of the management of the conversion effort, including strategies for dealing with delays, contingencies, data reconciliation procedures, back-up plan, back-up personnel, process verification, and so forth.
- Procedures for tracking and correcting conversion problems when encountered.

Contingency Plan to Mitigate Data Conversion Risks. The Contractor must provide a contingency plan to accommodate risks that may be encountered during MITS conversion. For each risk, the Contractor must provide a detailed response on how they plan to mitigate that risk. The Contractor must provide a walkthrough of the contingency plan before submitting to JFS for final approval.

Proposed Approach to Parallel Runs between MMIS and MITS. The Contractor must detail an approach to conducting parallel system and subcomponent runs to validate data conversion results. JFS will validate the accuracy of the data conversion both by using comparative reports and record counts, and the execution of parallel system and system component runs. Actual daily, weekly, and monthly data sets will be run through both the MMIS and the new MITS system components to measure both the accuracy of the converted data and the MITS components. The results of these parallel runs must be reconcilable back to the equivalent MMIS historical results (see the requirement for data reconciliation procedures, Task #6).

Data Conversion Specifications Document. The Contractor must review the State's conversion requirements and include the specific conversion criteria for all data elements in the current systems as well as those targeted for manual conversion of data in a Data Conversion Specification Document. Additionally, the Contractor must provide:

- Specifications for manually converting data and capturing data elements that are missing or are so unreliable, as defined in the specification, that they can not be converted;
- Data collection forms and create procedures to gather and capture that data;
- Review the data conversion criteria with State staff and design appropriate conversion reports to support the conversion process;
- Address the necessity of converting historical data;
- Layouts of the reports produced as a result of conversion;
- A definition of the metrics that will be generated by the conversion process;
 - These metrics will be used to measure the completeness of the conversion; and
 - The metrics must include record counts for each major grouping of data elements from both the legacy source systems and the new system (i.e. Number of persons, cases, resources, etc.);
- Develop a data cleansing strategy for any data that does not convert;
- A detailed description of all files to be converted and whether it will be a manual or an automated conversion or a combination of both;
- Data element mappings, including values, of the old system data elements to the new system data elements, and new data elements to old data elements to ensure all data elements are addressed;
- Identification of default values, where necessary;
- Interim reporting on each file/table conversion test within 24 hours of each scheduled file/table conversion test; this interim report will include the following for each file/table conversion;
 - all test results;
 - any problems encountered and the impact on the rest of the conversion schedule; and
 - before and after versions of each converted file/table, including default values, formatted for review by non-technical personnel (in certain cases, ODJFS may require only a portion of the file/table to be formatted for review)
- A summary of the status of the conversion, including
 - Number of problems identified by type of problem;
 - Number of problems corrected and any significant outstanding issues;
 - The effect of any findings on the implementation schedule; and
 - Any other relevant findings.
- Copies of all conversion programs and program listings used during the test;

At a minimum, the Contractor must produce the following reports to ensure adequate checks and balances in the conversion process:

- Detailed mapping of the Conversion elements (Source fields to Target Fields) for each Entity
- Weekly status reports on the conversion progress and identify any issues
- Conversion progress by environment, by Data area
- Statistics on conversion (% complete, % error, Volume, exceptions,)
 - By data areas
 - By application source

- Time estimated vs. actual time taken
- Data Verification reports
 - Manual spot check results
 - Automated check results
 - Data reconciliation reports
- Data cleansing reports by data areas, by application data source
- Capacity plans (if applicable)

Update Data Conversion Requirement Document. The Contractor must review the MITS RSD and the DSD documents to determine which data elements are actually required for the conversion process. The only exceptions to this are those data elements that are identified as obsolete, redundant, calculated fields, and those strictly used for the internal processing of the legacy systems. The Contractor then must review the data conversion requirements document - Supplement Seven. Working with JFS, the Contractor must establish the requirements for data conversion. The results must be documented in an updated data conversion requirements document.

Data Conversion Checklists. The Contractor must prepare data conversion checklists, provide walkthroughs for JFS staff, and then submit the checklist for final review and approval.

Develop Data Reconciliation Procedures. The Contractor must prepare data reconciliation procedures and scripts. Walkthroughs must be conducted for JFS staff before submission of these procedures and scripts for final review and approval. Data conversion from existing complex data formats to relational database schema will require the application of conversion rules to transform the data. The Contractor must detail all procedures and develop scripts to reconcile the converted data back to its original content during the execution of parallel runs and regression testing between MITS and MMIS. These procedures and scripts will be an integral part of the Contractor's approach to the regression testing requirements of task #5 and the parallel runs between MMIS and MITS required in task #6.

Develop or Provide Conversion Programs. The Contractor must write programs, use tools, or utilize existing extract routines to extract data from the current systems. The Contractor must develop or provide any training, documentation, maintenance, or enhancement software identified in the conversion specification document as being required to support the conversion from the existing system to MITS.

Convert and Reconcile Data for Implementation. Before converting the data, the Contractor must perform trial conversions and conduct walkthroughs of completed file/table conversions for JFS staff and submit the results for approval.

The Contractor must convert and reconcile data and produce all necessary reports defined in the data conversion specification document. The conversion results must be used to further refine the cleansing criteria. The Contractor must review the results of each conversion run to ensure the correctness and completeness of the conversion before allowing user access to the system. The Contractor must verify the data selected for pilot implementation before any other use of the system. The Contractor must perform a final conversion of all data and cases as part of the system wide implementation task and produce all necessary reports defined in the data conversion specification document. The Contractor must verify all converted data before any other use of the system, and the State will review the conversion results for approval.

The Contractor must review the results of conversion and coordinate an effort with the State to cleanse remaining data that do not convert under normal conversion or data cleansing tasks in a separate environment.

Data Conversion Test Scripts. The Contractor must develop and use test scripts based on the design and specific functions included in the conversion process. These scripts should be step-by-step instructions addressing every activity in the conversion process for each data file converted.

Data Conversion Reports. The Contractor must produce a number of reports to assure there are adequate checks and balances in the data conversion process. The Contractor must document any instance categorized as a serious data quality issue in the conversion specification document.

UAT of Converted Data. The Contractor must conduct UAT to confirm that data conversion has been done correctly, including certification that the “new” data matches the “old” data. The UAT test for data conversion must actively use all of the conversion functions, process all types of input, and produce all conversion reports. The State may require that the Contractor include certain types of data in the conversion test.

Data Conversion Test Results Report. The Contractor must conduct a system test of all conversion software to demonstrate its functionality and performance before conversion. The Contractor must provide a data conversion software confirmation letter certifying that the programs used for conversion are error free and are appropriate for the task of performing the conversion into MITS.

Additionally, the information that data conversion test results report must contain the following:

- Permits the State to validate that the test has been successfully executed in accordance with the approved plan and any problems encountered and the impact on the remaining conversion schedule;
- Before-and-after versions of each converted file formatted for review by non-technical personnel, including default values (in certain cases, JFS may require only a portion of the file be formatted for review); and
- Copies of version of manually and automated converted files available for review online, where appropriate.

Contractor Deliverables. Deliverables to be produced by the Contractor for conversion include the following:

46. Updated data conversion plan;
47. Contingency plan to mitigate data conversion risks;
48. Approach to parallel runs between MMIS and MITS;
49. Data conversion specification document;
50. Updated data conversion requirements document;
51. Data conversion checklists;
52. Data reconciliation procedures;
53. Conversion software readiness certification letter;
54. Conversion programs;
55. Conversion and reconciliation of data;
56. Data conversion test scripts;
57. Convert and reconcile data for implementation;
58. Conversion reports; and
59. Data conversion test results report.

Task 7 – Training

JFS requires training to prepare staff for MITS. As a result of the MITS implementation, JFS expects the current roles and responsibilities of staff and management to change. The role changes must be addressed by general and tailored training to each functional group of users and managers for each of the MITS business processes including overall system functionality, operability, technology, processes, and operations, to ensure organization readiness. This includes individual training session by organizational role. Training must occur before implementation, except for training for system maintenance, which will occur following the transfer of the MITS system to JFS staff. The objective of this task is to train the organization for the culture change and changes in roles and responsibilities. The objective of this task also is to prepare JFS staff and the provider community to use the new MITS functionality.

Contractor Responsibility

The Contractor will be responsible for developing training plans and training e-documentation for identified JFS users and trainers supporting MITS functionality, business processes, and other training needs as identified in this RFP. The Contractor must provide training to MITS users, trainers, technical staff, administrators, managers, and MITS test, conversion, and system transfer teams. The Contractor must develop a training curriculum based and segmented toward specific security levels and role-based groups. The Contractor must develop all training documentation and training curriculum for user and provider training sessions. The Contractor must also train and

prepare JFS staff to present and conduct provider training sessions. The Contractor must develop a training plan to ensure just in time training activities.

The Contractor will be responsible for the development and delivery of various methods of training such as but not limited to classroom style, Web, computer, and video-based. The State will provide for the use of six classrooms at a designated State training site. Before the initiation of training, the Contractor is responsible for site preparation for MITS training. The State has network connections necessary for 12 to 15 students per class. The State may, at its sole discretion, record any training sessions and use any training materials for future training, user documentation, or promotional use. The Contractor must be prepared to train up to 100 project technical staff, approximately 700 non technical staff, and approximately 30 train-the-trainer staff. The Contractor will be responsible for identifying and providing the appropriate number of user and train-the-trainer sessions to ensure role-based training is conducted for all identified JFS staff per designated security levels.

Training must be provided in the following categories:

- **System Administration.** The Contractor will provide training for the administration of the MITS system. The training must be geared towards the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. Training also must include the installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. The Contractor must train up to 100 trainees.
- **Staff and Management User Training.** The Contractor must provide training to State personnel who have varying computer skills and who perform different functions within their organizations. The Contractor must train up to 700 trainees. The Contractor must provide classroom "style of instruction" for each MITS job function with job aids. The Contractor must provide various levels of MITS training such as users, super users, and train-the-trainer. JFS staff training must be role-based, structured to support all system security levels for the MITS business model business processes and sub business processes as identified in this RFP, such as, but not limited to:
 - System Features and system interoperability;
 - Process and Operations;
 - Reporting;
 - Document Management and Workflow;
 - Security;
 - Authentication/Registration;
 - System Tutorials/System Navigation;
 - Rules Based Engine for MITS Subsystems;
 - Claims Processing, Prior Authorization/Consumer Eligibility;
 - Medicaid Portal; and
 - Customer Relationship Management.
- **Train-the-Trainer.** The Contractor must develop user and provider training e-documentation and provide train-the-trainer sessions to prepare JFS staff to conduct both user and provider training on MITS functionality and business process changes. The Contractor must train up to 30 trainees.
- **On-line Tutorial.** The Contractor must provide an on-line tutorial capability for the major functions within the MITS system. This tutorial must provide basic "dummy" data, and allow the user to enter or modify information to simulate actual use of the system. This tutorial must be used for training and made a part of the final MITS system so that new users accessing MITS will have an online tutorial to assist in learning the system's functionality. Users must be allowed to click their way through the entire process including but not limited to:
 - Claims processing;
 - Claims pricing;
 - Prior authorization;
 - Coordination of Benefits;
 - Medicare coordination;
 - Consumer eligibility and enrollment ;

- Managed Care Plan premium payments;
 - Benefit packages;
 - Edits and audits;
 - Rules based engine;
 - Provider enrollment;
 - Reporting;
 - Financial management;
 - Medicaid Portal Application;
 - Customer Relationship Management; and
 - Electronic Document Management.
- **Provider Training.** The Contractor must develop the provider training e-documentation, such as Frequently Asked Questions and instructions, by provider type. The Contractor must also develop web seminar and video-based provider training. The Contractor must train JFS staff to conduct MITS training for the provider community. The training must be structured to address the MITS system functionality to include claim submission, claim processing and edits, prior authorization, provider enrollment, and use of the Medicaid portal.
 - **Technical Training.** The Contractor must provide technical training in the tools and techniques used in the proposed technical approach, if State MIS Project staff does not already use the tools and techniques. Technical training must occur at a designated JFS site and also parallel the transition plan as much as possible. The Contractor also must provide transfer of knowledge training for JFS staff during and following the transfer of the MITS application to the State. Training must be provided to Project team members, as needed, to support Project tasks. The Contractor must train up to 100 trainees.

The Contractor will be responsible to provide competency level and skill set assessments and for developing and delivering role-based training to JFS staff that will prepare them for the operation and use of MITS throughout the SDLC, operations, and maintenance phases. The Contractor also must continue to provide user performance support once training is completed. At a minimum, the activities of this task must include the following for the MITS Project:

- **Update Organizational Assessment and Gap Analysis:** The Contractor must update the Organizational Assessment and Gap Analysis before training and upon completion of the training. The Contractor must provide follow up training as deemed necessary by the training assessment results, or accommodate other training. The Contractor must identify and provide any training needs that are not reflected in this RFP but necessary for MITS. The competency level and skill set assessment results must be used to target specific training areas to ensure that staff have the necessary skill sets to perform the MITS role-based business functions at the designated security levels during and after system implementation. As a result of the MITS implementation, JFS expects the current roles and responsibilities of staff and management to change. The Contractor must coordinate business transformation management activities with the training activities. The Contractor must address staff role changes by delivering general and tailored training to each functional grouping of users for each of the MITS business processes that will include overall system functionality, interoperability, technology, processes, and operations to ensure organization readiness. This includes individual training session by organizational role.
- **Training Schedule:** The Contractor must create training schedules for technical, non-technical, and train-the-trainer sessions. The Contractor also must conduct training for system maintenance during and following the transfer of the MITS system to JFS staff. The Contractor must provide training throughout the operations and maintenance stage for new staff and staff who change positions. Training must be provided at a State facility and the Contractor must schedule the training with the JFS Project Representative or designee. The training will be conducted Monday through Friday, excluding State holidays, between the hours of 9:00 a.m. and 4:00 p.m. The Contractor is responsible for furnishing the trainees with whatever training materials are necessary.
- **Training Plans (Technical, Non-Technical, and Train-the-Trainer).** The Contractor must create, maintain, and update, as required, the approved technical, non-technical, and train-the-trainer training plans. The training plans must include at least the following:

- Provide an overview of the training methodology for a security/ role based MITS environment and training objectives for JFS MITS users;
 - Identify the training courses and associated course objectives, competency level and skill set assessment tools, including the format and content of all training material to be developed by the Contractor;
 - Identify the training presentation style;
 - Identify the number of role based training sessions necessary to train all identified staff per designated security levels;
 - Identify the number of users to be trained by type of training;
 - Identify the length of each training course;
 - Describe the online real-time training on electronic communications and claims and other documentation;
 - Define hardware, software, and supplies required for the training environment;
 - Define procedures for implementing and maintaining a training database;
 - Provide for evaluation of training sessions and feedback to JFS;
 - Provide milestones for MITS training; and
 - Identify potential impact to on-going business operations and determine methods to minimize the impact to on-going business operations. Due to the nature and timing of work performed all the trainees' functional groupings of staff and managers cannot be trained during the same session. There must be adequate coverage for business functions to proceed.
- **Develop, Provide and Maintain Training Documentation.** The Contractor must develop and update all training e-documentation, manuals, materials, training guides, speaker notes, and course curricula (including training objectives and outcomes). The Contractor must develop a document version control plan and for the version control and maintenance for training documentation to include all user and provider training e-documentation. The Contractor also must incorporate on-line help, on-line policy, and procedure manuals and hard copy user manuals for the delivery of training. All training materials must be reviewed and approved by the State before the start of the training. The Contractor must provide sufficient copies of all training materials for all staff plus a reserve equal to 5% of the total number of copies. The Contractor must provide all electronic source documents, graphics, used in the development and presentation of all aspects of training.
 - **Prepare and Maintain Training Database and Application Software.** The Contractor, based upon JFS protocols, equipment, and network, must prepare, implement, and maintain a technical training application (database and application software), capable of supporting concurrent application training classes. Due to the potential concurrent training classes, the training application must be capable of allowing for independent training data refreshes as controlled by the trainers and training schedules. With the assistance and approval of JFS, the training database(s) and application software must be installed in a separate technical environment from the development or production database environments. The Contractor must perform all training database(s) and application software refreshing maintenance duties in assuring each classroom's readiness for the next training session activities. Based upon JFS protocols, equipment, and network, the Contractor, must ensure access in conjunction with the implementation schedule to the technical training application (database and application software) for post training practice. The Contractor must maintain and support the application and data during this task in the event of application failure. The Contractor must use the testing and training environments to accomplish this task. Upon completion of the training database and application software, the Contractor must submit a letter certifying that the training database and application software is operational.

- **Certificate of Completed Training.** Training must be implemented in accordance with the Contractor's approved training plans. Upon completion of the training the Contractor must submit a letter certifying that all training has been completed.
- **Prepare Evaluation Tool.** The Contractor must specify the expected performance and the expected outcomes of each type of training in the Training Plan. In conjunction with this, the Contractor must develop evaluation survey tools to determine whether the trainings produced the expected results. The evaluation must consist of various tests administered to trainees at each training session. This evaluation survey tool must be used to identify weaknesses in the training program and specific revisions that need to be made. This survey tool must also be used for implementation training to assess the effectiveness of the training sessions. The trainers for all training must implement the evaluation survey tool.
- **Training Report:** The Contractor must develop training reports that include information such as, but not limited to, the number of training sessions, type of training, training locations, number of trainees, and information regarding the actual training results and recommendations for follow up training.

Contractor Deliverables. Deliverables to be produced by the Contractor include the following:

60. Update organizational assessment and gap analysis;
61. Training plan/schedule including train the trainer plan and schedule;
62. Electronic training documentation;
63. Training database and application software;
64. Letter certifying training data base is built and software is operational;
65. Document version control plan;
66. Conduct training;
67. Letter certifying completion of training;
68. Evaluation survey tools; and
69. Training report.

Task 8 – Implementation and Stabilization

A controlled, phased approach to the implementation will provide significant value to the State and represent the best approach to successfully deploying MITS to the organization. The State requires a two-phased delivery of MITS as previously described in this RFP. Stabilization is required for the first six months of MITS production operations. The purpose of stabilization is to ensure that MITS is a reliable and dependable system that meets the needs of JFS and its stakeholders. At the conclusion of the stabilization JFS must be able to initiate the CMS certification activities (Task 9).

Contractor Responsibilities.

Implementation Plan. The Contractor must produce and update the plan as necessary to reflect all Project changes that directly impact implementation. The most critical update to the plan during this task is the development of a contingency plan for mitigating and resolving those risks that have been identified as impacting implementation. It must address the strategies for business and system continuity planning as a result of implementation issues. The contingency plan must include one or more alternate solutions for each risk that are acceptable to the State. The Contractor must execute the contingency plan as issues arise during implementation, upon approval of the JFS Project Representative. The Contractor, upon approval of the JFS Project Representative, must implement MITS in accordance with the Contractor's approved implementation plan.

The implementation plan must describe to the State how the Contractor will implement MITS. The plan must detail the approach for coordinating the following:

- Final data conversion activities;
- Technical preparation and system changeover activities;
- Development of an implementation activities check list;
- Implementation schedule;

- The process for developing a contingency plan for identifying, communicating, resolving risks and maintaining then current production capability if the implementation is delayed. This contingency plan must be developed during the Implementation task;
- Activities required to effectively implement, operate, and maintain MITS. In addition to the activities, the plan must include, but not be limited to, staffing requirements by staff type and skill level, and the activities that must be performed by this staff.;
- Identify cutover procedures and dates for submittal of claim records on electronic media claims and hard copy;
- Document resolution of inventory issues (for example, suspense, claim records on hand, provider enrollments) and associated dates;
- Document plans for installation of lines and workstations;
- Specify methodology for handling adjustments to incumbent-processed claim records;
- Identify procedures and dates for any required provider certification activity and/or recertification; and
- Identify the process to accommodate provider updates, consumer data changes, reference changes, and prior authorizations after final conversion but before implementation.

Management and Support of MITS Help Desk. Beginning with Phase 1 implementation through acceptance of Phase 2, the Contractor must establish and provide primary help desk support, train state staff, and manage the MITS Help Desk from 7:00 a.m. to 6:00 p.m. five days a week, Monday through Friday. The Contractor must provide help desk staff and implementation support. The Contractor Staff must assist with all JFS staff technical and user (JFS staff, provider, and consumer) problems following implementation. The MITS Help Desk will respond to all system and user questions during implementation within four hours of notification of a problem. The MITS Help Desk will be located at a site designated by the State. The Contractor will utilize the State's existing call center system to provide Help Desk functions. The MITS Help Desk must use help desk software, in accordance with Supplement Four: Technical Requirements, for documenting and tracking all help desk inquiries. The Contractor must produce and update as necessary a help desk procedure manual that may be used to address all system and user questions, including problem identification, initial diagnosis and checklist, problem resolution/referral procedures, and a list of frequently asked questions. The procedures must include protocols for managing and responding to incoming phone calls, voice mail, and e-mail options, etc. Before implementing Help Desk operations, the Contractor must train JFS' Technical Help Desk staff for tickets that will be routed to that help desk. The Contractor must provide support to all users on system operation and to internal JFS staff on the day-to-day operation of their Customer Relationship Management (CRM) efforts including operation of their Customer Service Center, execution of the communication plan, and any ancillary tools or automated response systems that may be implemented or used in Phase 1 or Phase 2.

The MITS Help Desk(s) must provide access to MITS technical resources to answer inquiries relating to the MITS. Inquiries are questions about troubleshooting issues with the functionality and operability of the MITS system, including but not limited to:

- Application availability;
- MITS issues and their expected time of resolution;
- Problems with application screens; and
- Role-based security issues;

The Contractor must staff the MITS Help Desk throughout the day with the number of operators appropriate to meet the performance specifications defined below:

- Maintain the average call response time at or below 30 seconds;
- Respond to all email inquiries within four business hours;
- Respond to all fax inquiries within four business hours;
- Maintain, at a minimum, a monthly average call answer rate of 97%; and
- Maintain a busy rate at or below 10% of calls.

The Contractor must:

- Receive inquiries and provide an automated response for any known problems through the following means at a minimum:
 - Online portal;

- Toll-free phone number;
 - Fax;
 - E-mail;
 - Instant messaging on the internal JFS network; and
 - Any alternative methods proposed by the Contractor.
- Within one business day, provide an acknowledgement of the inquiry along with the expected resolution date;
 - Provide daily, weekly, and monthly reporting on MITS Help Desk activities. Reports must include performance statistics as approved by the JFS Project Representative;
 - Classify inquiries that cannot be resolved immediately upon receipt into low, medium, or high priority, defined as follows:
 - **Low:** the problem prevents the User from performing some tasks, but a workaround is available;
 - **Medium:** the problem prevents the User from performing some tasks; and
 - **High:** the problem prevents several Users from performing their duties.
 - Classify inquiries that cannot be resolved immediately upon receipt into simple, medium and complex complexity, defined as follows:
 - **Simple:** the problem is a known issue or an immediate solution is available;
 - **Medium:** the problem appears to be a bug or data problem; and
 - **Complex:** the problem is hard to trace and is likely to need extensive troubleshooting.
 - Report all system inquiries/problems to the JFS Project Representative or designated back-up JFS manager according to the following schedule based on the priority assigned to the inquiry/problem:
 - **Low Priority:** Report via email within two business hours;
 - **Medium Priority:** Report via phone and/or pager within one business hour on a 24 hour per day schedule; and
 - **High Priority:** Report via phone and/or pager immediately on a 24 hour per day schedule.

Implementation Certification. The Contractor must provide an implementation certification letter that certifies that the system is ready for production. The certification letter must confirm at a minimum:

- All training activities required have been completed;
- All staff have completed non-technical training;
- All data has been converted, cleaned and accepted;
- All site preparation requirements have been met;
- Help desk is established;
- All user and system supports are in place;
- All production jobs have been through the change control process and locked down in production libraries; and
- All production databases have been appropriately sized and are ready for production processing to begin.

Stabilization: For the first six months of MITS production operations, the Contractor must ensure that MITS is a reliable and dependable system that meets the needs of JFS and its stakeholders. Additionally during this period, the Contractor must be aware of any MITS or MMIS related issues or problems that could delay federal certification (Task 9).

During stabilization, the Contractor must provide maintenance and support of MITS, which includes updates, patches and repairs; correction of application defects; and on-site technical support as described in Task 11.

In addition to the metrics and timeframes established for correcting application defects, the Contractor must ensure, at a minimum, that the following metrics are included and documented for problems encountered during the stabilization period:

- Severity of problem;
- Type of problem;
- Number of problems;
- Anticipated fix date;
- Resolution;
- Frequency of problem occurrence; and
- Problem source(s).

The Contractor must use criteria and thresholds based on the metrics described above, when assessing the stability of MITS. At the conclusion of the stabilization period, the Contractor must provide a written certification letter that stabilization is complete and MITS is ready for the performance period.

The Contract must also make provisions to support any planned special processing risk areas that may fall outside the Stabilization period (for example, State Fiscal Year-end processing).

Final Implementation Report. The Contractor must produce an implementation report detailing the results of all implementation activities.

Present MITS to the State for Final Acceptance. Upon successful completion of the stabilization period, the Contractor must submit MITS for acceptance. Both Phase 1 and Phase 2 must undergo a successful stabilization and performance period before State acceptance of MITS. The performance period as defined in Attachment 3, Standards of Performance and Acceptance, must be successfully completed before the Contractor presents MITS to the State for acceptance. The system presented for final acceptance must account for all required functionality, training, conversion, documentation and any other requirements of this RFP for that particular phase.

Performance Period Report. To determine the growth and reliability of the system, the Contractor must perform benchmarking during the performance periods (to include tests against predetermined response times), as designed by the Contractor, before final system acceptance. All Performance monitoring results and summaries must be made available to the State for review on a daily basis. The Contractor must perform all application software, file structure, database and system software modifications necessary to ensure system performance reaches acceptable levels in the production environments, based upon the results of the benchmarks or the capacity simulation models. Capacity projections must account for system usage and data growth over a 24-month horizon. Performance monitoring results and summaries, benchmarking results, capacity simulation results and documentation of all changes made to address system defects or system performance made must be provided in a Performance Period Report.

Once the State accepts the final MITS (both Phases 1 and 2), the Contractor will be required to provide 12 months of warranty coverage for MITS, including the third party COTS packages at no additional cost to the State.

System Documentation. The Contractor must provide to JFS all system documentation at the time the system is implemented, however, the system documentation must be updated throughout the support, maintenance, and enhancement period. System documentation must be versioned using the State's configuration management tool. MITS Systems Documentation must be provided within 60 days following production. During the conclusion of the implementation task, the Contractor must prepare updates to MITS systems documentation to incorporate all changes, corrections, and enhancements to MITS made as a result of the completion of all open items and defects.

One electronic copy of the final version of MITS systems documentation must be provided to JFS. The Contractor must supply any additional copies of MITS systems documentation required by CMS.

The MITS systems documentation must:

- Be available and updated on electronic media as approved by JFS and must be maintainable after turnover;

- Have all narrative created and maintained in Microsoft Office 2000 Suite of products or higher (compatible with JFS version) and Visio, and be provided to JFS on request on electronic media;
- Be organized in a format that facilitates updating, and revisions must be clearly identified;
- Include system and subsystem narratives that are understandable by non-technical personnel
- Contain an overview of the system, including:
 - Narrative of the entire system;
 - Description and flowcharts showing the flow of major processes in the system;
 - Multiple sets of hierarchical, multi- level charts, that give a high, medium, and detail view of the system, for both on-line and batch processes;
 - Description of the operating environment;
 - Nomenclature used in the overview must correspond to nomenclature used in subsystem documentation (all subsystems must be referenced, and documentation must be consistent from the overview to the specific subsystems and between subsystems);
 - Contain the following documentation for each subsystem:
 - Subsystem name and numeric identification;
 - Subsystem narrative, including each function and feature of the subsystem;
 - Subsystem flowcharts, identifying each program, input, output, and file;
 - Job streams within subsystems identifying programs, input and output, controls, job stream flow, operating procedures, and error and recovery procedures;
 - On-line teleprocessing tables and entries;
 - Identification and listing of all Contractor internal control reports;
 - For all forms, screens, tapes, and other inputs: input definitions, including names, descriptions, sources, examples, and content definition;
 - For all screens, reports, tapes, and other outputs: output definitions, including names, numbers, sources, destinations, examples, and content definition; tape/cartridge specifications, file descriptions, and record layouts must be included for all data stored on electronic storage including tape or cartridge; and
 - Listings of edits and audits applied to each input item, including detailed edit logic, claim and provider types affected, edit disposition, suspense and override data, and corresponding error messages;
 - Program documentation to include, at a minimum:
 - Program narratives, including process specifications for each, the purpose of each, and the relationships between the programs and modules;
 - A list of input and output files and reports, including retention;
 - File layouts;
 - File names and dispositions;
 - Specifics of all updates and manipulations;
 - Program source listing;
 - Comments in the internal identification division of the listing, identifying changes to the program by date, author, and reason;
 - Comments in the internal procedure division of the listing, identifying each subroutine and each major entrance, exit, and function of the subroutine;
 - Detailed program logic descriptions and edit logic (or decision tables), including, at a minimum, the sources of all input data, each process, all editing criteria, all decision points and associated criteria, interactions and destination links with other programs, and all outputs;
 - Detailed pricing logic for all claim records processed by the system; and
 - Physical file definitions and data models;
 - For all files, including intermediate and work files: file descriptions and record layouts, with reference to file names and numbers; data element names, numbers, number of occurrences, length, and type; record names, numbers, and lengths; and file maintenance data, such as number of records, file space, and any other data necessary to manage the data or utilize the documentation;
 - Lists, by identifying name, of all files, inputs, and outputs with cross-references to the programs in which they are used;
 - A domain object model;
 - Entity relationship diagrams for all relational databases.
 - Contain a data element dictionary that must include, for each data element:
 - A unique data element number;

- A standard data element name;
 - A narrative description of the data element;
 - A list of data names used to describe the data element;
 - A table of values for each data element;
 - The source of each data element;
 - A cross-reference to the corresponding data elements in Part 11 of the State Medicaid Manual, which can be found at: http://www.cms.hhs.gov/manuals/pub45/pub_45.asp;
 - A list of programs using the data element, describing the use of input, internal, or output; and
 - A list of files containing the data element;
- Operations run documentation with schedules and dependencies; and
 - Support JFS and federal monitoring activities.

Contractor Deliverables. Deliverables to be produced by the Contractor for the statewide implementation task must include the following for each phase of delivery:

- 70. Implementation plan;
- 71. Signed implementation certification letter;
- 72. Written certification that stabilization is complete
- 73. Help desk procedure manual;
- 74. Final implementation report;
- 75. Present MITS to the State for Final Acceptance
- 76. Performance Period Report and
- 77. System documentation.

Task 9 – Certification

The federal government establishes the general guidelines for the Medicaid program for all states. Program requirements are established by each state and funded by both the federal government and the individual states. Each state must apply for and receive certification of their system from the Center for Medicare Medicaid (CMS) by demonstrating that the system meets all requirements and performance standards before receiving full federal matching funds. The objective of this task is to obtain federal certification of MITS.

Contractor Responsibilities. During this task, the Contractor must provide technical support and assistance with federal certification of MITS. Federal Certification must be obtained within 12 months of the production start date.

Update Federal Certification Plan. The Contractor must work with the State to update the federal certification plan submitted with the Proposal with the current MITS project status.

Provide required MITS documentation for Federal Certification. The Contractor must work with the State to provide necessary MITS documentation for federal certification. At a minimum the Contractor must:

- Prepare all reports and documentation necessary for submission of the preliminary letter request to CMS as outlined in the State Medicaid Manual, Part 11241;
- Develop cross-reference of all MITS required data elements for certification letter submission;
- Submit current updated MITS system documentation for submission to CMS;
- Assist JFS staff in preparing certification folders that include all State Medicaid Manual, Parts 11242 and 11243, required documentation, reports, and crosswalks;
- Update the report distribution lists; and
- Update the data element dictionary.

Provide personnel as required for federal MITS certification. The Contractor must provide necessary resources to the State for certification as per the approved Federal Certification Plan.

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

- 78. Updated federal certification plan; and
- 79. Required MITS documentation for federal certification.

Task 10 – Transition

Upon the completion of the work through task 9, the MITS application software support, maintenance, and enhancement must be effectively and efficiently transitioned to JFS for operations, support and maintenance. All licenses including the development licenses for all MITS COTS application code must either be transferred to the State or licensed in the State's name. JFS MIS will assign a MITS Technical Representative for the duration of the Project who will be responsible for managing the technical aspects of the project in accordance with the various planning documents required in the RFP. JFS MIS will also assign adjunct technical staff as necessary to complete JFS technical commitments as defined in this RFP. Upon implementation of Phase 1, the Contractor must begin transition activities in accordance with the State accepted transition plan. Technical training in day to day operations, support, maintenance, enhancement, stabilization, and other routine tasks must run parallel to transition activities. Transition activities will also run parallel to the operation, maintenance, and enhancement task. The transition may include the transition of ownership of all hardware and software from the Contractor to the State. The Contractor must provide a full knowledge transfer to JFS staff before executing the transition. Additionally, JFS may opt to delay the transition by extending the services of the Contractor for the maintenance and enhancement of MITS (see Task 11). Through the duration of the Contract, the Contractor must provide technical and troubleshooting assistance to the State 24 hours per day, 7 days per week, and 365 days per year. No holiday exclusions apply to this technical assistance requirement. Contractor technical assistance must be reachable by telephone with a response time based upon impact severity. Impact severity is defined in Task 11.

Contractor Responsibilities. During this task, the Contractor must execute the agreed upon MITS system transition plan, which will help address system transition to JFS business users, technical and development staff, project representatives, and business configuration staff.

Update System Transition Plan. The Contractor must work with the State to update the system transition plan submitted with the Proposal with the current MITS Project status.

Letter of certification of MITS System Transition. The Contractor must provide a letter of certification stating that MITS has been transitioned to JFS in accordance with the agreed upon system transition plan.

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

- 80. Updated system transition plan;
- 81. MITS system transition conducted and completed; and
- 82. Letter of certification of MITS system transition.

Task 11 – Maintenance and Enhancement Task

Successful completion and acceptance of all the pre-production tasks and Deliverables will constitute the end of the DDI activities and the beginning of the production activities. This task describes the Contractor's responsibilities for the maintenance (and support) and enhancement, of MITS and all its component parts, such as MITS, EDMS, and CRM, once MITS is moved into the production environment.

Ongoing corrections of MITS will be characterized as maintenance and ongoing changes to MITS for additional functionality will be characterized as an enhancement. Maintenance, support, and enhancements will be required for the operational MITS.

Contractor Responsibilities

Maintenance and Support Plan: Before the initiation of this task, the Contractor must provide a maintenance and support plan for this effort. The maintenance and support plan must contain at a minimum:

- Service level agreements consisting of key system metrics agreed upon between JFS and the Contractor (e.g., system availability; correction of application defects; system enhancements; system updates, patches and repairs; and software upgrades); and
- Resource needs from Contractor and State.

The correction of application defects described in this task includes requirements that must be incorporated into the service level agreements and system metrics provided as part of the maintenance and support plan.

The Contractor must provide maintenance and support for 48 months once MITS is migrated to the production environment. The operational support provided by the contractor includes On-Call, Abend, Ad Hoc, etc. types of support.

Execution of the Approved Maintenance and Support Plan: The Contractor must execute the approved maintenance and support plan and provide to JFS status reports and performance reports on a regular basis (i.e. weekly, monthly, quarterly).

The Contractor is responsible for maintaining the MITS application, which involves updating, patching, and repairing application software components and resolving deficiencies in the application.

Updates, Patches and Repairs: The Contractor must update, patch, and repair the application software components in the development, test, and training environments, and package software changes for promotion to production.

The Contractor must follow the deployment processes approved by JFS. When installing new application updates, patches and repairs, the Contractor must evaluate the impact on current configurations. If the proposed MITS includes third party COTS products that are integral to the application, the Contractor must disclose the software license agreements for the COTS products. All software license agreements must include provisions for regular software updates, patches, and repairs. The Contractor must provide such updates, patches and repairs as specified in the software license agreements until MITS is successfully transitioned to the State. Any and all updates, patches, and repairs must be fully and successfully tested before migration to production.

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

Correction of Application Defects: The Contractor must correct application defects, which are application malfunctions or functional deviations from JFS approved application design. No requirements or design changes are involved in the correction of application defects. The Contractor must take corrective action and ensure that the application performs as designed.

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

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

The Contractor must report all application defects to the JFS Project Representative or designated back-up JFS representative according to the following schedule based on the priority assigned to the inquiry/problem:

- **Urgent and High Priority:** Report via phone and/or pager immediately on a 24 hour per day schedule; and
- **Medium and Low Priority:** Report via email within two business hours.

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

Problems and inquiries that cannot be resolved immediately upon receipt by the MITS Help Desk will be classified into the following categories of complexity:

- **Low:** the problem is a known issue, or an immediate solution is available;
- **Medium:** the problem appears to be a bug or data problem; and
- **High:** the problem is hard to trace and is likely to need extensive troubleshooting.

The Contractor must submit a written report of the analysis to the JFS Project Representative upon completion of the analysis and diagnosis that identifies the proposed resolution, if it can be identified at that time, and the anticipated completion date/time.

JFS will establish priorities and provide approval for the Contractor to begin working to implement or define a proper solution for all urgent and high-priority problems immediately and, if requested by the JFS Project Representative, provide on-site assistance and dedicate all available resources to resolving the problem.

Once the resolution is defined (if not defined with initial diagnosis), confer with JFS to confirm approval of resolution.

Correct system fatal errors and abnormal ends, and the software defects causing such problems. On-line fatal errors and abnormal ends must be corrected within 24 hours from the time that the problem occurs unless the JFS Project Representative has approved additional time for corrective action. Processes that end abnormally and negatively impact on-line availability, the claims adjudication process, and/or the claims payment process must be fixed immediately.

Resolve all other MITS issues and defects within timeframes specified in the following table:

Issue Resolution Time Frames

Complexity	Resolution Priority		
	Low	Medium	High
Low	3 Business Days	1 Business Day	1 Business Day
Medium	7 Business Days	3 Business Days	1 Business Day
High	10 Business Days	4 Business Days	2 Business Days

Whenever an operational problem results in inaccuracy, data corruption, delay or interruption in online availability, or delays in claims adjudication, notices, reports or other output, immediately notify the JFS Project Representative or his/her designee. This notification must include distributing information to the MITS Help Desk, subject-matter experts, and to JFS staff via a daily production status report. The notification must include a description of the problem, the expected impact on operational functions, a corrective action plan, and expected time of problem resolution;

Upon correction of the problem, notify the JFS Project Representative or designee that the problem is resolved.

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

For all system-related problems the Contractor must work with State staff to diagnose and develop a plan to resolve all such issues. Resolutions may require the Contractor to: Monitor and tune MITS to maintain

system performance or correct deficiencies or problems with the functionality of subsequent MITS enhancements.

On-site Technical Support: The Contractor must retain a full time Project staff, from the existing Project team, on-site at JFS to support the State for a minimum of six months after State acceptance of MITS has occurred. To ensure sufficient space is available at JFS, the Contractor must submit a space planning request to the JFS Project Representative upon successful completion of Phase 2 stabilization. The number of staff retained must be sufficient to provide at least the following on-site support:

- System performance monitoring and tuning;
- Business transformation support including job functions and roles;
- Meetings with the State's MITS Project team, as requested;
- User training; and
- System defect repair.

Business Continuity and Disaster Recovery Plans: Before initiating this task, the Contractor must create and maintain a MITS business continuity plan and a MITS disaster recovery plan. JFS must approve the business continuity plan and the disaster recovery plan. These plans must:

Provide for mitigation of all production failures and disasters;

Ensure a complete system recovery within timeframes appropriate for the level of severity of a particular production failure; and

Provide a resource pool of sufficient size, with members of sufficient experience, to ensure complete recovery within the appropriate timeframe.

Business Continuity and Disaster Recovery Test and Results: The Contractor must conduct, at a minimum, with JFS-approved periodicity and JFS participation, a test of the business continuity plan and disaster recovery plan procedures. For disaster recovery, the Contractor must test the procedures for each level of severity. The results for business continuity and disaster recovery must be presented to JFS for approval. If the Contractor fails a test, the Contractor may be required to retest all or part of the procedures within a reasonable period of time.

The State will provide the business continuity and disaster recovery environments.

Software Upgrades: The Contractor must follow the deployment processes approved by JFS. When installing software upgrades, the Contractor must evaluate the impact on current configurations. If the proposed MITS includes third party COTS products that are integral to the application, the Contractor must disclose the software license agreements for the COTS products. All software license agreements must include provisions for regular software upgrades. The Contractor must provide such upgrades as specified in the software license agreements until MITS is successfully transitioned to the State. Any and all upgrades must be fully and successfully tested before migration to production.

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

Enhancement: During this task, the Contractor will be responsible for application enhancements to MITS approved by JFS. These enhancements may be caused by changes in Federal or State regulatory requirements or by requests from JFS through the Office of Ohio Health Plans Change Management Council. Enhancements implemented due to federal regulatory requirements, State regulatory requirements, or JFS policy changes may be addressed using the modification pool. The Contractor must use the modification pool blended hourly rate for all enhancements regardless of the process used to implement the enhancement.

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

Updated MITS User Electronic Documentation: The Contractor must update the user manuals to reflect changes identified during the performance period. The Contractor must provide updated and finalized documentation (including hard-copy replacement pages) to JFS for review and approval.

Updated Provider Electronic Documentation: The Contractor must update the provider handbooks to reflect changes identified during the performance period. The Contractor must provide updated and finalized documentation (including hard-copy replacement pages) to JFS for review and approval.

Updated and Finalized MITS Operating Procedures: The Contractor must update the MITS operating procedures to reflect changes identified during the maintenance and enhancement task. The Contractor must provide updated and finalized documentation (including hard-copy replacement pages) to JFS for review and approval.

Final System Documentation: Throughout the Project, the Contractor must update all MITS documentation as appropriate. Upon successful transition to the State, the Contractor must provide to the State the current and complete versions of all MITS documentation in a form and content consistent with all applicable State standards.

Post Transition Assessment Report: Upon completion of the Project, the Contractor must develop and submit a post transition assessment report. This report must include:

- The results of the transition activities;
- An assessment of the overall results of the project;
- Lessons learned;
- A final update to the requirements traceability matrix and repository;
- Current system status information;
- Outstanding system problems and their status;
- Recommendations for ongoing operations and support;
- Recommendations for system enhancements; and
- Any modifications and corrective actions taken to add to or resolve any deficiencies or omissions discovered in the system during task 11.

JFS Responsibilities

JFS is responsible for procuring, implementing, and maintaining the MITS test and training Environments per the Contractors specifications. This includes procuring, installing, maintaining and housing all hardware and software required to perform testing and training for MITS. JFS is responsible for installing and promoting MITS application code into the production environments. JFS will install, maintain and support any system software packages (i.e. HTTP server, application server, message queuing software) required for the MITS application in the test, training and production environments according to Contractor supplied specifications. JFS is responsible for installing, configuring, and maintaining performance and application monitoring software as specified by the Contractor. JFS will provide 24 hour operational support for the scheduled production jobs in the production environment.

JFS is responsible for procuring installing and maintaining all workstations, local area networks, wide area networks, and internetworking infrastructure required to support JFS MITS staff located in JFS facilities. JFS will supply a VPN gateway for Contractor connectivity.

OIT Responsibilities

OIT is responsible for procuring, implementing and maintaining the MITS production hardware environment in accordance with the Contractors specifications. This includes procuring, installing, maintaining, and housing all hardware and related operating system software required by the MITS Production application. OIT will provide a full image copy of the current Production OS configuration. OIT also will maintain a copy of all media required to reinstall the OS and required media keys. OIT is responsible for running any operations that require root authority within the production operating system on these servers.

OIT is responsible for creation of a disaster recovery (DR) environment in a location separate from where the MITS Production environment will be housed. This DR environment will provide an amount of capacity to be determined by the Contractor for the successful restoration of the MITS environment in the event of an outage of more than four days to the MITS Production environment.

OIT is responsible for providing a secured Demilitarized Zone (DMZ) for MITS servers that will be directly exposed to the public Internet (i.e. HTTP, Reverse Proxy, etc.). OIT will provide guidelines and standards for any software being deployed in this secured server environment.

Contractor Deliverables: Deliverables to be produced by the Contractor for the maintenance and enhancement task include the following:

83. Maintenance and support plan;
84. Correction of application defects documentation;
85. Business continuity plan;
86. Disaster recovery plan;
87. Business continuity and disaster recovery test and results;
88. Updated MITS user electronic documentation;
89. Updated provider electronic documentation;
90. Updated and finalized MITS operating procedures;
91. Final system documentation; and
92. Post transition assessment report.

JFS Responsibilities

For all tasks JFS will:

- Review for approval Deliverables according to the provisions of the Contract;
- Resolve questions, issues, and disputes raised by the Contractor;
- Participate in JAD sessions;
- Provide overall guidance and direction for the Project;
- Manage effective participation of State staff; and
- Assign staff to perform testing for approval and acceptance.

Performance Testing

A performance test will be done. Attachment Three: Part Five: describes the procedure and criteria for testing.

Performance Criteria

Final acceptance of the system will be based upon the successful completion of the performance periods defined in Attachment Three. The MITS system must operate at full functionality within the performance requirements described in this RFP.

The operation of MITS in conformity with the Contract requirements is necessary to the proper operation of State programs related to MITS. These programs are vital to the accurate and expeditious reimbursement of providers of applicable medical services to eligible consumer and to assure continued delivery of these services to benefit-eligible consumer.

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

Contractual Requirements - The MITS application must, at all times, comply with all system, business, and operational performance standard requirements and expectations specified in this RFP, with Part 11 of the State Medicaid Manual, and with all related action transmittals (AT) and information memoranda (IM), as well as any modifications or changes to them. The Contractor also must meet any requirements contained in Chapters 42, 45, and 95 of the Code of Federal Regulations (CFR) that are applicable to the reimbursement of the State for and the development, operation, and performance of MITS. This obligation includes an obligation to comply with any changes in the requirements of those CFR chapters.

The Contractor must meet all performance standard requirements identified in the RFP during the life of this Contract. The Contractor must, at all times, design, develop, implement, and operate the MITS and

its activities in conformity with the policies and procedures of the State programs and federal requirements.

Operational Start Date - At a minimum, the Contractor must have all Phase 1 requirements of the new MITS fully operational no later than 24 months from the start work date. The second phase (MITS Phase 2) must become operational no more than 12 months from the Phase 1 production date.

System Certification - The Contractor must assist the State in achieving federal certification approval for the maximum allowable enhanced Federal Financial Participation (FFP) for MITS within 12 months of the approved production start date and that FFP is retroactively approved to the project start date.

US DHHS Sanctions – The MITS application must perform all of its Medicaid functions according to the requirements the State Medicaid Manual, Part 11.

Correctness of Payments - All payments, adjustments, and other financial transactions made through the MITS must be made solely on behalf of eligible consumers to active enrolled providers for approved services in accordance with the payment rules and other policies of the State.

The Contractor also must notify the State immediately upon discovery of any erroneous payments, irrespective of cause, before initiating appropriate recovery action. The Contractor must use the change request process to notify the State of any system errors that result in a potential provider erroneous payment.

Timeliness of Claims Processing - The MITS application must meet the following requirements for JFS claims processing:

- Provide prompt and accurate processing of claims from receipt to approval or denial and not accumulate an inventory of 150,000 or more claims in suspense more than 30 consecutive days resulting from a failure of the Contractor measured at the end of each calendar month;
- 99.5% of all claims in a weekly payment cycle must be paid with 100% accuracy rate;
- No more than 5,000 claims may require an adjustment in a weekly payment cycle;
- Adjudicate 99% of all clean claims as defined in Ohio Administrative Code 5101:3-1-19.7 for payment or denial within 30 calendar days of receipt;
- Adjudicate all non-clean claims within 30 calendar days of the date of correction of the condition that caused the claim to be unclean; and
- Adjudicate all claims within 12 months of receipt, except for those exempted from this requirement by federal claims processing regulations.

Internal Revenue Service - The MITS application implemented by the Contractor must produce 1099 files no later than January 31 of each year and provide JFS Fiscal with these files within this time frame, or no later than the extended due date if the Contractor has received approval from the State to file for an extension that is approved by the IRS.

Delay or Interruption of Operations - The Contractor must ensure there will be no delays or interruptions in the operation of the MITS and related services caused by any failure, act, or omission of the Contractor.

MITS Project Key Personnel - Personnel commitments contained in the Contractor's Proposal for the MITS replacement phase activities may not be changed without prior written approval of the JFS Project Representative (See Replacement Personnel section in Attachment 3). Staffing includes the staff proposed for all key positions required in personnel profile summary at the levels of effort proposed in the RFP section "Time Commitment" and "Staffing Plan" or as specified in the Contract.

Documentation – The Contractor must provide the State with complete, accurate, and timely documentation of all specification of the MITS application. Such documentation must be in accordance with specifications defined by this RFP and approved by the JFS Project Representative.

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

Online Access to MITS and Response Time – The MITS application must provide the State staff with online access to all MITS online screens and systems, including all Web-enabled capabilities, between the hours of 6:00 A.M. to 7:00 P.M. Eastern Time on State-business days. The Contractor must maintain the MITS accessibility during other hours, subject to reasonable State notification.

The MITS application must provide online access 98% of the specified business hours for each month. Response time must be less than or equal to four seconds for State access to inquiry and update screens. Response time will be measured with monitoring tool agreed upon between the Contractor and the State.

Data Warehouse – The MITS application must execute a data load to the JFS data warehouse within 24 hours of the claims payment cycle.

MITS Transition – The Contractor must provide full support and assistance in turning over the complete and most current MITS to the State. The Contractor must accomplish the turnover activities in accordance with the key milestone dates defined in the approved project plan.

Work Hours and Conditions

The Contractor must establish a primary Project site within 15 miles of Columbus, Ohio where DDI functions will be performed. The State requires that the majority of the work be performed locally in Ohio. The Contractor must supply JFS with the following space and equipment for access and use at the Contractor's primary Project site during DDI:

- At least 2,000 contiguous square feet of standard office space with three separate enclosed offices within the space for exclusive use by JFS staff.
- A minimum of ten designated parking spaces must be provided for JFS staff.
- Standard office equipment, excluding personal computers for ten JFS staff at the Contractor's Ohio MITS Project office during the DDI Phase, office furniture, telephone service, use of a photocopier and facsimile machine within close vicinity of JFS space, and access to meeting/conference room facilities by appointment. Voice mail and Internet connectivity for JFS staff must be provided. The Contractor is responsible for all phone costs at its facility.
- Conference rooms and/or meeting facilities with AV equipment and flexible table and chair configurations for JAD sessions, Project management status meetings, and training sessions.
- There must be sufficient electrical outlets and electrical power to accommodate JFS supplied PC's, printers, and other general office electrical requirements.
- The Contractor will be responsible for installing and maintaining data lines for any required access to the JFS network from the primary Project site. These lines must terminate at the point of demarcation on the JFS network to be determined by the JFS network services staff. JFS will provide and maintain data lines from the point of demarcation into the JFS network. JFS will provide and maintain the router hardware at the point of demarcation for access to the JFS network. The primary Project site must be configured with site-to-site VPN service. All Web-based traffic across this VPN must support a minimum of 128-bit encryption using Secure Sockets Layer (SSL). All other traffic across this VPN must support a minimum of 168-bit Data Encryption Standard (DES), also known as 3DES or Triple DES.
- All Project documentation must be maintained on a website that is accessible by both JFS and the Contractor.

PART TWO: SPECIAL PROVISIONS

Submittal of Deliverables

The State is purchasing a MITS that performs according to the RFP requirements. The State will make payments according to the Contractor's Fee Structure identified in the RFP. If upon completion the system fails the performance period, which is outlined in Part Five of Attachment Three of this RFP, the Contractor will be in default and the State may seek the remedies provided for in this Contract and in law.

As the Contractor provides Deliverables, in written and electronic format, for each task to the State, the JFS Project Representative will review the materials or documents within ten (10) working days after the receipt date, except System Design where there must be a minimum of fifteen (15) business days for review. The receipt date is not counted as one (1) of the ten (10) days. If the material or document is determined to be in non-compliance, the JFS Project Representative, will send written notification to the Contractor's Project Manager outlining the reason(s) for his or her determination. The Contractor at no expense to the State will bring work determined by the State to be in non-compliance with the Contract into conformance within ten working days of notice and resubmit the Deliverable to the State. If the State accepts the Deliverable, Deliverable material or documents, an acceptance letter, signed by the JFS Project Representative, will be submitted to the Contractor.

The State will review Deliverables in a timely manner. The Contractor must allow a minimum of ten business days for review by State staff for most Deliverables. Weekly Status Reports, Monthly Status Reports and Project Schedules are not subject to a 10 day review cycle.

The Contractor understands that the State's deliverable acceptance letter does not represent or indicate that the State has accepted the system. The State's acceptance of the system is conditional upon successful performance periods upon completion of the system, defined in Attachment Three, Part Five: Standards of Performance and Acceptance. Upon the successful completion of the performance periods, the Contractor must present MITS to the State for acceptance by submitting a system certification letter. The State will review the submission according to the process described above.

Upon completion, if the system fails to meet the performance requirements or fails the performance test, which is outlined in Part Five of Attachment Three of this RFP, the Contractor will be in default and the State may apply the remedies available to it under the Contract.

Special Maintenance Standards

The Contractor will be required to provide application maintenance in accordance with task 11.

The Contractor's Fee Structure

The Contract award will be for a not to exceed fixed price for design, development and implementation and an averaged price for maintenance and enhancement over four years. The Scope of Work and Contractor's Fee Structure are based on the completion and acceptance of defined deliverables, however the Cost Summary requires each offeror to price the project for each sub-process defined in the requirements.

Upon receipt of a signed Deliverable Submittal Form (Attachment Five) indicating the State agrees a Deliverable identified in the Work Breakdown Structure (WBS) is compliant or a milestone has been met and payment should be made, the Contractor may submit an invoice for that Deliverable or milestone according to the payment schedule identified below. The State will withhold 10% of all payments for DDI as retainage and will pay the one – third of the retainage only upon successful completion of certification and two – thirds of the retainage will be paid upon successful completion of transition of the MITS application to the State.

The Contractor must track work completed on each deliverable that properly identifies all costs under the contract by category of Federal Financial Participation (FFP) and provide documentation to support the State's claim for Federal Financial Participation (FFP) in accordance with State Medicaid Manual, Part 11.

The Contractor's Fee Structure is based on a payment milestone and the completion and acceptance of Deliverables associated with that payment milestone. The payment schedule for both phases identifies the payment milestone and Deliverable that may be associated with multiple iterations.

For example, the Contractor may propose four iterations for the first payment milestone for Task 3 (Deliverables 17 and 22). The payment for the completion of each task will be calculated on a percentage of the Not to Exceed Fixed Price for DDI for tasks 1 through 10 then divided by the number of iterations proposed by the Contractor. Therefore, the payment per iteration would be determined as follows: (Payment percentage 6%; Assume a Total not to exceed fixed price for tasks 1 through 10 = \$2,000,000; number of proposed iterations = 4; Calculation: $\$2,000,000 \times 6\% = \$120,000$; $\$120,000 / 4 = \$30,000$. The payment per iteration would be \$30,000.)

MIT S Phase 1 Payment Schedule

Payment Milestone / deliverable	Payment (percentage of not to exceed fixed price for tasks 1-10)	Proposed iterations	Payment upon JFS Acceptance of:
Task 1 – Project Management Deliverables (1,2,3,4,5,6,7)	1%	None	Deliverables 1. Updated Project Schedule; 2. Project Communication Plan; 3. Communication Materials; 4. Software Development Plan; 5. Change Management Plan; 6. JFS Personnel Interface Matrix; and 7. Project Plan Baselines.
Task 2 – Business Transformation Management Deliverables (10, 11, 12)	1%	None	Deliverables 10. Business Transformation Plan; and 11. Organizational Assessment and Gap Analysis 12. Preliminary Training Plan
Task 2 – Business Transformation Management Deliverables (13)	4%	None	Deliverable 13. Implementation of Approved Business Transformation Plan.
Task 2 – Business Transformation Management Deliverable (14)	2%	None	Deliverable 14. LMS E-Learning Content.
Task 3 – Systems Analysis Plan Deliverables (17, 22)	3%	Iterations	Deliverables 17. Requirements Traceability Matrix & Repository; 22. Glossary.
Task 3 Systems Analysis Plan Deliverables (19, 20, 21)	1%	None	Deliverables 19. MITS System Security Plan 20. MITS Deployment Plan; and 21. MITS Architectural Component Procurement Plan
Task 3 – Systems Analysis Plan Deliverables (16, 18)	6%	Iterations	Deliverables 16. Requirements Specification Document; and 18. Detailed Systems Design Document and artifacts.
Task 4 – Development Deliverables (23, 24)	.5%	None	Deliverables 23. Certification Letter for development environment; and 24. Software Change Management Documentation.
Task 4 – Development	2%	Iterations	Deliverables 25. Updated Documentation;

Deliverables (25, 26, 27, 28)			26. MITS User Electronic Documentation; 27. MITS Provider Electronic Documentation; and 28. System Administration Manual.
Task 4 – Development Deliverable (29)	10%	Iterations	Deliverable 29. Development and Unit Testing Complete.
Task 5 – Testing Deliverables (30, 35, 36, 45)	1%	None	Deliverables 30. Test Plans; 35. Capacity Analysis Document; 36. Performance Tuning Document; and 45. Finalized Proposed Test Environment(s) Specifications.
Task 5 – Testing Deliverables (31, 37)	2%	Iterations	Deliverables 31. Test Cases/Scripts and Completed System Test; and 37. UAT Plan.
Task 5 – Testing Deliverable (32)	1%	Iterations	Deliverable 32. Integration Test Cases/Scripts and completed Integration test
Task 5 – Testing Deliverable (33)	1%	Iterations	Deliverable 33. Regression Test Cases/Scripts and Completed Regression Test
Task 5 – Testing Deliverable (34)	1%	Iterations	Deliverable 34. Load/Stress Test Cases/Scripts and Completed Load/Stress Test
Task 5 – Testing Deliverables (39, 40)	5%	Iterations	Deliverables 39. User Acceptance Test Cases/Scripts and completed User Acceptance Test; and 40. UAT Defect Tracking Report.
Task 5 – Testing Deliverables (34, 38, 41)	1%	None	Deliverables 34. Load/Stress Test Cases/Scripts and completed Load/Stress Test; 38. Written Certification that UAT data has been provided; and 41. UAT Final Report.
Task 5 – Testing Deliverables (42, 43, 44)	.5%	None	Deliverables 42. Operational Readiness Test Cases/Scripts and completed Operational Readiness Test; 43. Operational Readiness Test Report; and 44. MITS Operational Procedures.
Task 6 – Data Conversion Deliverables (46, 47, 49, 50, 51, 52)	3%	Iterations	Deliverables 46. Updated Data Conversion Plan; 47. Contingency Plan to Mitigate Data Conversion Risks; 49. Data Conversion Specifications Document; 50. Updated Data Conversion Requirements Document; 51. Data Conversion Checklists; and 52. Data Reconciliation Procedures.
Task 6 – Data Conversion Deliverable (48)	.5%	None	Deliverable 48. Approach for Parallel Runs Between MMIS and MITS.

Task 6 – Data Conversion Deliverable (53)	.5%	None	Deliverable 53. Conversion Software Readiness Certification Letter
Task 6 – Data Conversion Deliverables (56, 59)	2%	Iterations	Deliverables 56. Data Conversion Test Scripts; and 59. Data Conversion Test Results Report.

Task 6 – Data Conversion Deliverables (55, 57, 58)	8%	Iterations	Deliverables 55. Conversion and Reconciliation of Data; 57. Convert and Reconcile Data for Implementation; and 58. Conversion Reports.
Task 7 – Training Deliverables (61, 65, 68)	1%	None	Deliverables 61. Training Plan/Schedule including Train the Trainer plan and schedule; 65. Document Version Control Plan; and 68. Evaluation Survey Tools.
Task 7 – Training Deliverable (60)	3%	Iterations	Deliverable 60. Update Organizational Assessment and Gap Analysis.
Task 7 – Training Deliverables (62, 66, 67, 69)	2%	Iterations	Deliverables 62. Electronic Training Documentation; 66. Conduct Training; 67. Letter certifying completion of training; and 69. Training Report.
Task 7 – Training Deliverables (63, 64)	2%	None	Deliverables 63. Training Database and Application Software; and 64. Letter certifying training data base is built and software is operational.
Task 8 – Implementation and Stabilization Deliverables (70, 73, 77)	1%	None	Deliverables 70. Implementation Plan; 73. Help Desk Procedure Manual; and 77. System Documentation.
Task 8 – Implementation and Stabilization Deliverables (71, 72, 76, 74)	6%	None	Deliverables 71. Signed Implementation Certification Letter; 72. Written Certification Stabilization is complete; 76. Performance Period Report; and 74. Final Implementation Report.
*Task 9 – Certification Deliverables (78, 79)	3%	None	Deliverables 78. Updated Federal Certification Plan; and 79. Required Documentation for Federal Certification.
	75.00%		

*Task 10, Transition, is initiated as part of Phase 2 and is not included in the payment schedule for Phase 1. Task 11 is excluded from the payment schedule because the work (activities and Deliverables) will be paid on a monthly basis. The annual price for Task 11 will be divided by 12 and paid monthly.

MITS Phase 2 Payment Schedule

Payment Milestone / deliverable	Payment (percentage of not to exceed fixed price for tasks 1-10)	Proposed iterations	Payment upon JFS Acceptance of:
Task 1 – Project Management Deliverables (1,2,3,4,5,6,7)	.33%	None	Deliverables 1. Updated Project Schedule; 2. Project Communication Plan; 3. Communication Materials; 4. Software Development Plan; 5. Change Management Plan; 6. JFS Personnel Interface Matrix; and 7. Project Plan Baselines.
Task 2 – Business Transformation Management Deliverables (10, 11)	.33%	None	Deliverables 10. Business Transformation Plan; and 11. Organizational Assessment and Gap Analysis
Task 2 – Business Transformation Management Deliverables (13)	1.33%	None	Deliverable 13. Implementation of Approved Business Transformation Plan.
Task 2 – Business Transformation Management Deliverable (14)	.67%	None	Deliverable 14. LMS E-Learning Content.
Task 3 – Systems analysis Plan Deliverables (15, 17, 22)	1%	Iterations	Deliverables 15. Updated Supplement Documents; 17. Requirements Traceability Matrix & Repository 22. Glossary.
Task 3 Systems Analysis Plan Deliverables (19,20)	.34%	None	Deliverables 19. MITS System Security Plan; and 20. MITS Deployment Plan.
Task 3 – Systems Analysis Plan Deliverables (16, 18)	2%	Iterations	Deliverables 16. Requirements Specification Document; and 18. Detailed Systems Design Document and artifacts.
Task 4 –	.16%	None	Deliverables

Development Deliverables (23, 24)			23. Certification Letter for development environment; and. 24. Software Change Management Documentation.
Task 4 – Development Deliverables (25, 26, 27, 28)	.66%	Iterations	Deliverables 25. Updated Documentation; 26. MITS User Electronic Documentation; 27. MITS Provider Electronic Documentation; and 28. System Administration Manual.
Task 4 – Development Deliverable (29)	3.33%	Iterations	Deliverable 29. Development and Unit Testing Complete.
Task 5 – Testing Deliverables (30, 35, 36, 45)	.33%	None	Deliverables 30. Test Plans; 35. Capacity Analysis Document; and 36. Performance Tuning Document; and 45. Finalized Proposed Test Environment(s) Specifications.
Task 5 – Testing Deliverables (31, 37)	.66%	Iterations	Deliverables 31. Test Cases/Scripts and Completed System Test; and 37. UAT Plan.
Task 5 – Testing Deliverable (32)	.33%	Iterations	Deliverable 32. Integration Test Cases/Scripts and completed Integration test
Task 5 – Testing Deliverable (33)	.34%	Iterations	Deliverable 33. Regression Test Cases/Scripts and Completed Regression Test
Task 5 – Testing Deliverable (34)	.33%	Iterations	Deliverable 34. Load/Stress Test Cases/Scripts and Completed Load/Stress Test
Task 5 – Testing Deliverables (39, 40)	1.67%	Iterations	Deliverables 39. User Acceptance Test Cases/Scripts and completed User Acceptance Test; and 40. UAT Defect Tracking Report.
Task 5 – Testing Deliverables (38, 41)	.33%	None	Deliverables 38. Written Certification that UAT data has been provided; and 41. UAT Final Report.
Task 5 – Testing	.17%	None	Deliverables

Deliverables (42, 43, 44)			42. Operational Readiness Test Cases/Scripts and completed Operational Readiness Test; 43. Operational Readiness Test Report; and 44. MITS Operational Procedures.
Task 6 – Data Conversion Deliverables (46, 47, 49, 50, 51, 52)	1%	Iterations	Deliverables 46. Updated Data Conversion Plan; 47. Contingency Plan to Mitigate Data Conversion Risks; 49. Data Conversion Specifications Document; 50. Updated Data Conversion Requirements Document; 51. Data Conversion Checklists; and 52. Data Reconciliation Procedures.
Task 6 – Data Conversion Deliverable (48)	.16%	None	Deliverable 48. Approach for Parallel Runs Between MMIS and MITS.
Task 6 – Data Conversion Deliverable (53)	.17%	None	Deliverable 53. Conversion Software Readiness Certified Letter
Task 6 – Data Conversion Deliverables (56, 59)	.67%	Iterations	Deliverables 56. Data Conversion Test Scripts; and 59. Data Conversion Test Results Report.
Task 6 – Data Conversion Deliverables (55, 57, 58)	2.67%	Iterations	Deliverables 55. Conversion and Reconciliation of Data; 57. Convert and Reconcile Data for Implementation; and 58. Conversion Reports.
Task 7 – Training Deliverables (61, 65, 68)	.34%	None	Deliverables 61. Training Plan/Schedule including Train the Trainer plan and schedule; 65. Document Version Control Plan; and 68. Evaluation Survey Tools.
Task 7 – Training Deliverable (60)	1%	Iterations	Deliverable 60. Update Organizational Assessment and Gap Analysis.
Task 7 – Training Deliverables (62, 66, 67, 69)	.67%	Iterations	Deliverables 62. Electronic Training Documentation; 66. Conduct Training; 67. Letter certifying completion of training;

			and 69. Training Report.
Task 7 – Training Deliverables (63, 64)	.67%	None	Deliverables 63. Training Database and Application Software; and 64. Letter certifying training data base is built and software is operational.
Task 8 – Implementation and Stabilization Deliverables (70, 73, 77)	.34%	None	Deliverables 70. Implementation Plan; 73. Help Desk Procedure Manual; and 77. System Documentation.
Task 8 – Implementation and Stabilization Deliverables (71, 72, 77, 74)	2%	None	Deliverables 71. Signed Implementation Certification Letter; 72. Written Certification that stabilization is complete; 77. Performance Period Support; and 74. Final Implementation Report.
*Task 10 – Transition Deliverables (80, 81, 82)	1%	None	Deliverables 80. Updated System Transition Plan; 81. MITS System Transition Conducted and Completed; and 82. Letter of Certification of MITS System Transition
	25.00%		

*Task 9, Certification, is initiated as part of Phase 1 and is not included in the payment schedule for Phase 2. Task 11 is excluded from the payment schedule because the work (activities and Deliverables) will be paid on a monthly basis. The annual price for Task 11 will be divided by 12 and paid monthly.

Reimbursable Expenses

None

Bill to Address

JFS – Office of Fiscal Services
Attn: Accounts Payable
30 E. Broad Street, 38th Floor
Columbus, OH 43215

ATTACHMENT TWO: REQUIREMENTS FOR PROPOSALS

Proposal Format

Each Proposal must include sufficient data to allow the State to verify the total cost for the Project and all of the offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this attachment, whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply may be an unacceptable response and may cause the Proposal to be rejected.

These instructions describe the required format for a responsive Proposal. The offeror may include any additional information it believes is relevant. An identifiable tab sheet must precede each section of a Proposal, and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered through the proposal. The technical Proposal may not exceed 400 8.5 by 11-inch pages. The offeror's Proposal may include 11 by 17-inch pages. Each 11 by 17-inch page will count as two pages. All pages must have 1-inch (or more) margins at the top, bottom, left and right sides of each page and with text in at least 10-point font size. A smaller font size may be used for graphics and Microsoft Project WBS text. Sections specifically excluded from the page count as indicated below and tables of contents, tables of figures, tab sheets, page dividers, or State-required supplements and State-required attachments such as the profile summaries, do not count toward the page limit. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal. *Excluded from the 400-page limit.

Each Proposal must contain the following:

- Cover Letter
- Certification
- Disclosure of Services and Data Location
- Offeror Profile
- Offeror Requirements*
- Contract Performance*
- Personnel Profile Summary*
- Certificate Copies*
- Proposed System Solution (Supplement 9 and Supplement 10 are excluded from the page limit.
All other proposed system solution requirements are included in the proposal page limit.)
- Work Plans
- Staffing Plan
- Time Commitment
- Assumptions
- Project Plan (WBS* excluded from the page limit. All other project plan requirements are
included in the proposal page limit.)
- Support Requirements
- SDLC Overview
 - System Requirements Affirmation
 - Design
 - Development & Testing
 - Documentation & Training
 - System Deployment and Post-Deployment
- Equipment and System Elements
- Pre-Existing Materials
- Commercial Materials
- Warranty for Commercial Materials
- Performance Bond Commitment Letter*
- Conflict of Interest Statement*
- Proof of Insurance*
- Payment Address*
- W-9 Form*
- Cost Section*

Cover Letter

This section is included in the page number limit.

The offeror must include a cover letter in the form of a standard business letter that provides an executive summary of the solution the offeror plans to provide, and an individual authorized to legally bind the offeror must sign the letter. The letter also must include the following:

- a. A statement regarding the offeror's legal structure (e.g., an Ohio corporation), federal tax identification number, and principal place of business;
- b. A list of the people who prepared the offeror's Proposal, including their titles;
- c. The name, phone number, fax number, email address, and mailing address of a contact person who has authority to answer questions regarding the Proposal;
- d. A list of all subcontractors, if any, that the offeror will use on the Project, if the State selects the offeror to do the work;
- e. For each proposed subcontractor, the offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:
 1. The subcontractor's legal status, tax identification number, and principal place of business address;
 2. The name, phone number, fax number, email address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations;
 3. A description of the work the subcontractor will do;
 4. A commitment to do the work if the offeror is selected;
 5. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP;
 6. A statement that the subcontractor will maintain any permits, licenses, and certifications required to perform its portion of the work;
- f. A statement that the offeror's proposed solution for the Project meets all the requirements of this RFP;
- g. A statement that the offeror has not taken any exception to the terms and conditions in this RFP;
- h. A statement that the offeror does not assume there will be an opportunity to negotiate any aspect of its Proposal;
- i. A statement that the offeror will comply with all federal and Ohio laws, rules, and regulations that are in force currently or anytime during the term of the Contract;
- j. A statement that the offeror is proposing a Project Manager who is a regular, fulltime employee of the offeror;
- k. A statement that the offeror's regular, fulltime employees will perform at least 30% of the work on the Project;
- l. A statement that the offeror will not substitute, at Project start-up, personnel for those evaluated by the State, except when a candidate's unavailability is no fault of the offeror (e.g. Candidate is no longer employed by the Contractor, is deceased, etc.); and
- m. A statement that the offeror is not now subject to an "unresolved" finding for recovery under Revised Code §9.24 and that the offeror will notify OIT anytime it becomes subject to such a finding before the award of a Contract arising out of this RFP.

All offerors must submit a response that contains an affirmative statement using the language in paragraphs a through m above.

Certification

This section is included in the page number limit.

Each Proposal must include the following certification on company letterhead signed by an individual authorized to legally bind the offeror:

(Insert offeror's name) affirms that, if awarded the Contract, it will be the prime Contractor on the Project, and its proposed Project Manager is and will remain a regular, full-time employee of (insert offeror's name) during the Project.

(Insert offeror's name) affirms that it will not and will not allow others to perform work for the State of Ohio outside the United States or take data that belongs to the State of Ohio outside the United States without express written authorization from the JFS Project Representative.

(Insert offeror's name) affirms that all personnel provided for the Project will have a valid I-9 form on file with (Insert offeror's name) and will have presented valid employment authorization documents, if they are not United States citizens.

(Insert offeror's name) affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

(Insert offeror's name) is and will remain during performance of the Contract a separate and independent enterprise from the State of Ohio, the Office of Information Technology, and the Department of Job and Family Services. (Insert offeror's name) has a full opportunity to find other business opportunities and has made a significant investment in its business. Moreover, (insert offeror's name) will retain sole and absolute control over the manner and means of carrying out its obligations and activities under the Contract. The Contract will not create any joint employment relationship between (insert offeror's name), any of its personnel, its subcontractors, or their personnel and the State of Ohio, the Office of Information Technology, or the Department of Job and Family Services.

(Insert offeror's name) affirms that the people supplied under the Contract are either (1) employees of (insert offeror's name), with (insert offeror's name) withholding all appropriate taxes, deductions, and contributions required under law, or (2) independent contractors to (insert offeror's name).

(If the offerors personnel are independent contractors to the offeror, the certification must also contain the following sentence:)

(Insert offeror's name) affirms that it has obtained a written acknowledgement from its independent contractors that they are and will remain separate and independent enterprises from the State of Ohio, the Office of Information Technology, and the Department of Job and Family Services for all purposes, including the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contributions Act, the Internal Revenue Code, Ohio tax law, worker's compensation law, and unemployment insurance law.

Disclosure of Services and Data Location

This section is included in the page number limit.

As part of its Proposal, the offeror must disclose the following:

1. The location(s) where the offeror and its subcontractors will perform all services;
2. The location(s) where the offeror and its subcontractors will maintain or make any State data applicable to the Contract available; and
3. The offeror's and its subcontractors' principal places of business.

Offeror Profile

This section is included in the page number limit.

Each Proposal must include a profile of the offeror's capability, capacity, and relevant experience working on projects similar to this Project. The profile also must include the offeror's legal name, address, telephone number, and fax number; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); number of employees; number of employees the offeror will engage in tasks directly related to the Project; and any other background information that will help the State gauge the ability of the offeror to fulfill the obligations of the Contract.

Offeror Requirements

This section is excluded from the page number limit.

This RFP includes Offeror Profile Summary Forms as an attachment. The offeror must use these forms and fill them out completely to provide the required information.

The Offeror Profile Summary Forms contained in this document have been customized for the applicable offeror requirements. (Refer to Attachment Six A, B, and C.) Each page of the forms may contain minor variations. If an offeror elects to duplicate the forms electronically, the offeror must carefully review each form to ensure that it has been copied accurately. Failure to duplicate the forms exactly may lead to the rejection of the offeror's Proposal.

Each offeror must meet all the mandatory requirements in the RFP. If an offeror does not meet all the mandatory requirements, the State may reject the offeror's Proposal as non-responsive.

The various sections of the Offeror Profile Summary Forms are described below:

a) **Mandatory Experience and Qualifications.** The offeror must complete this section to demonstrate that it has the experience needed to meet the RFP's mandatory requirements. (Refer to Attachment Six A.) For each reference, the offeror must provide the following information:

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

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

b) **Required Experience and Qualifications.** The offeror must complete this section to demonstrate that it meets the requirements for experience. (Refer to Attachment Six B.) For each reference, the offeror must provide the following information:

- **Contact Information.** The offeror must provide a client contact name, title, phone number, email address, company name, and mailing address. The offeror also must provide the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information may result in the State not including the reference in the evaluation process or in a rejection of the offeror's Proposal. The contact information given must be for a person within the client's organization and not a co-worker or a contact within the offeror's organization, subsidiaries, partnerships, etc.
- **Project Name.** The offeror must provide the name of the project where it obtained the mandatory experience.

- **Dates of Experience.** The offeror must complete this area with a beginning month and year and an ending month and year to show the length of time the offeror performed the work, not just the length of time the offeror was engaged for the reference.
- **Description of the Related Service Provided.** The State will not assume that, since the experience requirement is provided at the top of the page, all descriptions on that page relate to that requirement. The offeror must reiterate the experience being described, including the capacity in which the experience was performed and the role of the offeror on the Project. It is the offeror's responsibility to customize the description to clearly substantiate the qualification.
- **Description of how the related service shows the offeror's experience, capability, and capacity to develop this Project's Deliverables and/or to achieve this Project's milestones.**

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

- c) **Desirable Experience and Qualifications.** The offeror must complete this section to show how it meets the desirable experience requirements. (Refer to Attachment Six C and to item b above.)

If the offeror seeks to meet any of the above experience and qualifications (a, b, or c) through a subcontractor, the offeror must fill out the corresponding Subcontractor Profile Summary Forms, contained as attachments to this RFP, for each reference, as well as the Offeror Profile Summary Forms.

Contract Performance

This section is excluded from the page number limit.

The offeror must complete Attachment Eight, Contractor Performance Form.

Personnel Profile Summaries

This section is excluded from the page number limit.

Each Proposal must include a profile for each key member of the proposed work team. This RFP includes Personnel Profile Summary Forms as attachments, and the offeror must use these forms and fill them out completely for each reference.

The Personnel Profile Summary Forms contained in this RFP have been customized for the applicable candidate requirements. (Refer to Attachment Nine C, D and E.) Each page of the forms may contain minor variations. If an offeror elects to duplicate the forms electronically, the offeror must carefully review each form to ensure that it has been copied accurately. Failure to duplicate the forms exactly may lead to the rejection of the offeror's Proposal.

Additionally, each team member may have mandatory requirements listed in this RFP that the team member must individually meet. The offeror must name all candidates proposed, and each must meet the technical experience for the candidate's position.

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

The offeror must provide all candidate requirements using the Personnel Profile Summary Forms (See Attachment Nine.) The various sections of the forms are described below:

- a) **Candidate References.** If the offeror provides less than three projects, the offeror must explain why. The State may reject the Proposal if less than three projects are given for a candidate. (Refer to Attachment Nine A.)
- b) **Education and Training.** The offeror must use this section to list the education and training of the proposed candidate and demonstrate, in detail, the proposed candidate's ability to properly perform under

the Contract. The offeror must show how the candidate's education and training relates to the requirements of the RFP. (Refer to Attachment Nine B.)

c) Mandatory Experience and Qualifications.

The offeror must complete this section to show how a candidate meets the mandatory experience requirements. If any candidate does not meet the mandatory requirements for the position the candidate is proposed to fill, the offeror's Proposal may be rejected as non-responsive. (See Attachment Nine C.)

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

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

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

d) Required Experience and Qualifications. The offeror must complete this section to show how its candidate meets the experience requirements. If any candidate does not meet the experience requirements for the position the candidate has been proposed to fill, the offeror's Proposal may be rejected as non-responsive. (Refer to Attachment Nine D.) For each reference, the following information must be provided:

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

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

- e) Desirable Experience and Qualifications. The offeror must complete this section to show how the candidate meets the desirable experience sought in this RFP. (Refer to Attachment Nine E and item b above.)

Certificate Copies

This section is excluded from the page number limit.

The offeror must include copies of the certifications for the offeror, as well as any credentials and certifications for the offeror's candidates and its subcontractors.

Proposed System Solution

This section is included in the page number limit.

The offeror must describe in detail how its proposed solution meets the Requirements described in the Supplements to this RFP. The offeror may not simply state that the proposed solution will meet or exceed the specified requirements.

Business Requirements: The offeror must clearly state how the proposed solution will meet MITS system requirements as described in Supplement Two – Business Requirements. The offeror must provide a response for each of the business processes and associated sub-processes as listed below:

MITS Business Processes and Sub-Processes

Business Infrastructure

- Medicaid Portal
- Electronic Document Management System (EDMS)
- MITS User Screens
- MITS Report Access and Delivery
- Rule-Based Engine
- Medicaid Management Information System (MMIS) Compliance
- Disaster Recovery and Contingency Planning
- Notifications/Alerts
- General System Performance Expectations

Member Services (Eligibility and Enrollment)

- Consumer Eligibility and Enrollment
- Coordination of Benefits (COB) / Third Party Liability (TPL)
- Managed Care Programs Membership
- Special Enrollment
- County Department of Job and Family Services (CDJFS)

Benefits and Service Administration

- Benefit Packages
- Claims Pricing
- Pharmacy
- Early Periodic Screening Diagnostic

Financial Management

- Ohio Administrative Knowledge System (OAKS) Integration
- Budget Management and Analysis/Revenue Management
- Accounts Receivable (AR)
- Accounts Payable (AP)
- Federal Reporting
- Cost Reports/Settlements
- Inter-agency Transactions

Transactions, Claims, and Encounters

- Healthcare and Business Transactions
- Claims Submission
- Claims/Encounters Adjudication
- Claims Adjustments
- Premium Payment
- Encounter Data
- Alternative Delivery System Model

Quality Management

- Provider Performance Management
- Quality Assurance
- Consumer Health and Safety
- Consumer Satisfaction

- Testing (EPSDT)
- Reference File
- Drug Rebate
- Benefit / Coverage Pre-Determination

Customer Relationship Management

- General MITS CRM System
- Consumer Interface
- Provider Interface
- Provider Enrollment/Maintenance

Contract Management

- Managed Care Plan Provider Agreements
- Sub-recipient State Agency Contracts
- JFS Administered Home and Community Based Services (HCBS) Waiver Case Management Contracts

- Provider Satisfaction
- Case Management

Business Intelligence

- External Reporting
- Operational/Administrative Reporting – Cost/Benefit
- Program Analysis and Development

Program Integrity

- Provider Utilization Management/Fraud Waste and Abuse Prevention (FWAP)
- Consumer Utilization Management/FWAP
- Retrospective Drug Utilization (DUR)
- Sub-recipient State Agency Reviews
- Provider State Hearing Rights

Privacy and Security

- Privacy Requests Management
- Security Management

For each business sub-process, the offeror must provide:

- A narrative description of its solution, including:
 - A high-level view of how its solution is structured and how it operates to provide the required business functionality
 - A summary of what types of changes (e.g., changes to benefit packages, claims adjudication and edits, etc.) can be easily accomplished via configurable parameters such as rules and tables
 - A summary of what, if any, COTS products will be used in carrying out the business functions described in the requirements

Additionally, the offeror must complete the business requirements matrix provided in Supplement Nine. Supplement 9 is excluded from the maximum page number limit. For each requirement identified in the business requirements matrix, the offeror must use only one of the following response codes:

F - Requirement will be Fully met in the delivered transfer system (without configuration, extension, or modification)

P - Requirement will be Partially met in the delivered transfer system (without configuration, extension, or modification). When “P” is used in responding to a requirement, the offeror must provide a description explaining the extent to which the requirement is met and not met. The offeror must use the Proposal Reference column to point back to that description in the Proposal.

C - Requirement will be met via Configurable parameters (e.g., tables, rules)

E - Requirement will be met via Extensions to existing code

M - Requirement will be met via significant Modification to the solution (e.g., via new functional modules)

N - Requirement will Not be met. When “N” is used in responding to a requirement, the offeror must provide a description explaining why the requirement will not or cannot be met. The offeror must use the RFP reference column to point back to that description in the Proposal.

Proposal Reference – This field must be completed with the section, page, and paragraph numbers of the Proposal to reference exactly where the Proposal states how the offeror’s solution will meet the requirement. If this field is left blank, the evaluation team has the right to assume that the requirement is not met.

Phase – The offeror must indicate if the stated requirement will be implemented in Phase 1 or Phase 2.

Technical Requirements: The offeror must provide a detailed technical architecture that meets the requirements of MITS. The offeror must clearly state how the proposed solution meets the technical requirements in Supplement Four of this RFP. The offeror must indicate its degree of knowledge and method of compliance with each of the technical requirements enumerated in Supplement Four.

Additionally, the Contractor must describe the previous architecture for each MITS component that has been modified to run on Web technology but was not originally built using Web architecture.

If client-downloaded components are required for any MITS user category, they must be identified and supplemented with business and technical justifications.

JFS standards and best practices related to the identified preferred solutions are provided as a supplement to the RFP for specific technology categories. Should the offeror propose alternate solutions for the identified technology categories, the offeror must briefly describe the proposed alternate standard or best practice and provide a description of the business and technical justifications for proposing the alternatives.

Additionally, the offeror must complete the technical requirements matrix provided in Supplement 10. Supplement 10 is excluded from the maximum page number limit. For each requirement identified in the matrix, the offeror must use one of the following response codes:

- D** – Available as delivered without configuration, extension, or modification;
- P** – Partially available as delivered without configuration, extension, or modification;
- C** – Available with configuration;
- M** – Requires a modification; and
- N** – Not available.

Proposal Reference - Offeror must provide a Proposal reference to the location in its Proposal where an explanation can be found for any requirement with a response code of P, C, or M.

Phase – The offeror must indicate if the requirement will be implemented in Phase 1 or Phase 2.

MITA Alignment: The proposed solution must align with the MITA architecture.

Basic MITA Requirements: The offeror must describe how the proposed solution meets the following MITA requirements and indicate where in its Proposal the requirements are addressed:

- Industry based, open architectural standards;
- Modular components;
- Relational database;
- Web and real-time processing;
- Rules engine management;
- Data privacy, security, and integrity with access limited by staff role; and
- Interoperable systems that support e-communication and processing between systems.

Business Architecture and SOA Approach: The offeror must propose a detailed business architecture framework and SOA for MITS. The offeror's proposal must emphasize and demonstrate the implementation of platform independent, self-contained, reusable, scalable, and dynamic business services in the MITS domain, and must demonstrate how its solution is aligned with the MITS business model and MITS business requirements in Supplement Two. In developing its Proposal, the offeror should refer to the business architecture framework /service oriented architecture and service migration plan documented in Supplement Five.

Long-term MITA Vision: The offeror must describe its long-term vision for MITA and lay out a framework and roadmap to achieve MITA maturity and capability to level five as outlined in the business architecture framework and SOA document (Supplement Five) over a ten year period from the start date of this Project.

Best of Breed COTS: The use of best of breed COTS products is a MITA principle and JFS strongly recommends that the offeror propose best of breed COTS solutions to implement MITS business requirements not met by the base transfer system. The offeror must describe as part of the Proposal what COTS products it proposes to use, why that COTS product was chosen, and why it is best of breed. The explanation must include at a minimum:

- a. Market share of the COTS product;
- b. Ease of integration that ensures interoperability with the proposed transfer system; and
- c. Offeror's experience in implementing and integrating the COTS product.

Certified Base Transfer System: The offeror must propose an MMIS-certified base system or a base system that is certifiable that is a derivative of a previously certified base system that will meet CMS certification requirements at the completion of Phase 1. The proposed base transfer system must be configured, modified, and enhanced to support all requirements addressed in this RFP or discovered during the systems analysis and design tasks.

The offeror must provide federal/CMS certification plan for the proposed solution. The certification plan must at a minimum:

- a. State whether the offeror's proposed transfer system is currently CMS certified. Explain all conditions, if any, CMS imposed on the certification of the proposed transfer system. If the proposed transfer system is developed/implemented and is in the certification process, specify the status of this process and the expected date of certification.
- b. Agree that it is the offeror's responsibility to design, develop and implement a fully certified MMIS to Ohio. Affirmatively and explicitly state offeror's commitment to deliver an MMIS, including all sub-systems and components that will meet or exceed all CMS MMIS certification requirements. Further, offerors must demonstrate an understanding of the certification requirements and the process for obtaining CMS certification by describing, in detail, the steps the offeror will take to achieve certification, including how the offeror will support JFS in the CMS certification process.
- c. Include a proposed timeline for preparation of certification materials and presentation of the materials to the JFS Project Representative.
- d. Describe the offeror's experience with MMIS Certification with other states, including experience of key personnel.
- e. Describe the offeror roles and responsibilities during this stage.
- f. Describe the State roles and responsibilities during this stage.
- g. Describe the deliverables from this stage (See Task 9).
- h. Describe the milestones to be achieved through this stage.

Data Conversion: The offeror must describe its overall strategy and approach to assuring that data conversion is done accurately and on time. MITS data conversion requirements are documented in Supplement Seven. The proposed solution also must specify what data conversion tools the offeror will use and must include a detailed data conversion plan. The data conversion plan must be in compliance with the plan requirements found in task 6.

Integration Architecture: The offeror must address the requirements described in the integration architecture requirements document in Supplement Six. The offeror must provide a written narrative that shows that the offeror understands the work effort required for integration of, or interfacing with, the internal and external systems described in the integration architecture requirements document and how the offeror's proposed solution meets those requirements.

System Transition - The offeror's proposal must include a transition strategy and plan that details all activities that are required for the transition of MITS to JFS. This plan must be developed in accordance with OHP objectives and must include, but not be limited to, the following topical areas:

- Transition objectives;
- Dependencies;
- Contingencies;
- Risks;
- Facilities;
- Staffing requirements (both numbers and skills required);
- Training requirements;
- Hardware/Software requirements; and
- Transition schedule.

Work Plan

This section is included in the page number limit.

The offeror must fully describe its approach, methods, and specific work steps for doing the work on this Project and producing the Deliverables. The State encourages responses that demonstrate a thorough understanding of the nature of the Project and what the Contractor must do to get the Project done well.

The State seeks insightful responses that describe proven, state-of-the-art methods. Recommended solutions should demonstrate that the offeror will be prepared to quickly undertake and successfully complete the required tasks. The offeror's work plan should clearly and specifically identify personnel assignments and the number of hours by individual for each task.

A work plan must be completed for each task described in Attachment One. Additionally, the offeror must indicate in the work plan for each task, how many iterations are being proposed for each set of deliverables that correspond with the chart in Contractor Payment Structure section.

The Contractor should use the following chart to build its project plan for the development and implementation of MITS Phase 1 and 2.

	Yr. '06				Calendar Yr '07				Calendar Yr '08				Calendar Yr '09				Calendar Yr '10				Calendar Yr '11				Calendar Yr '12				Yr. '13			
	Fed Fiscal Yr '08				Fed Fiscal Yr '09				Fed Fiscal Yr '10				Fed Fiscal Yr '11				Fed Fiscal Yr '12				Fed Fiscal Yr '13				Fed Fiscal Yr '14							
	State Fiscal Yr '07				State Fiscal Yr '08				State Fiscal Yr '09				State Fiscal Yr '10				State Fiscal Yr '11				State Fiscal Yr '12				State Fiscal Yr '13							
	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr				
Phase I																																
DDI																																
UAT																																
Production																																
Stabilization Period																																
Performance Period																																
Phase II																																
DDI																																
UAT																																
Production																																
Stabilization Period																																
Performance Period																																
Warranty Period																																
Support & Maintenance																																

★ Indicates Production Milestone

DDI		Design Development and Implementation
UAT		User Acceptance Testing & Operational Readiness Test
Production		Production Dates – 24 months after start of work for Phase 1 and Phase 2 may be implemented as soon as 6 months, but no more than 12 months after implementation of Phase 1
Stabilization Period		As outlined in Task 8
Performance Period		Performance periods of 180 days as outlined in Attachment 3, for final system acceptance
Warranty Period		As per Terms and Conditions
Support & Maintenance		As per Task 11 -- Up to 48 Months

The above graphical illustration represents the JFS' initial view of an overall MITS timeline. The following are the constraints to which the Contractor must comply when developing its MITS plan.

- MITS Phase 1 must go into production no more the 24 months after start of project;
- MITS Phase 2 must go into production no later than 12 months after Phase 1 goes into production;
- There must be no overlap between stabilization and performance Periods;
- The Contractor must provide for a stabilization period for six months after implementation of Phase 1;
- The Contractor must provide mandatory warranty for one year starting upon acceptance of MITS Phase 2;
- The Contractor must provide for a stabilization period of three months after implementation of Phase 2; and
- The Contractor must work with JFS to provide a three month performance period for MITS Phase 1 and Phase 2 after the stabilization periods for Phase 1 and 2.

Staffing Plan

This section is included in the page number limit.

The offeror must provide a staffing plan that identifies all the personnel by position that the offeror proposes to complete the Project. The staffing plan must show each position's responsibilities on the Project. The State also requires the staffing plan to match the proposed Project key personnel and qualifications to the activities and tasks that will be completed on the Project. Key personnel are those individuals identified and evaluated in the proposal. In addition, the plan must have the following information:

- A contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s);
- The depth of personnel available to the offeror to perform the MITS Project, as well as concurrent offeror projects;
- A qualified personnel replacement plan that shows the offeror's ability to replace qualified staff should the need arise to meeting the Project's due date(s); and
- A plan that describes how and where the offeror will house all Offeror staff members working on the project. This must include the location for all project activities. The State requires that interaction with

State staff, such as meetings, design efforts, and UAT, be in a face-to-face format at the primary project site.

Time Commitment

This section is included in the page number limit.

The offeror must submit a statement and a chart that clearly indicate the time commitment of the proposed Project Manager and the offeror's proposed key Project personnel for this Project during each phase of the SDLC. The offeror also must include a statement indicating to what extent, if any, the Project Manager may work on other projects during the term of the Contract. The State may reject any Proposal that commits the proposed Project Manager or any proposed key Project personnel to other projects during the term of the Project, if the State believes that any such commitment may be detrimental to the offeror's performance.

Assumptions

This section is included in the page number limit.

The offeror must list all the assumptions the offeror made in preparing the Proposal. If any assumption is unacceptable to the State, the State may reject the Proposal. No assumptions may be included regarding negotiation, terms and conditions, or requirements.

Project Plan

This section is included in the page number limit.

The State encourages responses that demonstrate a thorough understanding of the nature of the Project and what the Contractor must do to get the Project done properly. To this end, the offeror must submit a Project Plan that the offeror will use to create a consistent and coherent management plan for the Project. The Project Plan must include detail sufficient to give the State an understanding of how the offeror's knowledge and approach will:

- Manage the Project;
- Guide Project execution;
- Document planning assumptions and decisions;
- Identify and Mitigate Risk;
- Facilitate communication among stakeholders;
- Define key management review as to content, scope, and schedule; and
- Provide a baseline for progress measurement and Project control.

The offeror's Project plan, included as part of the offeror's submittal, must include at a minimum the following:

Management Plan. The description must describe the offeror's liaison duties with the JFS Project Representative including communications, work coordination, status meetings and reports, etc. The contents of this narrative must contain sufficient detail and be designed to convince the State that the offeror understands the nature and objectives of the required work and the level of effort necessary to successfully provide and manage the required services. In addition, this narrative must convince the State that the offeror's approach and plans to undertake the provision of the required services are appropriate to the required level of effort necessary to ensure successful Contract performance.

The management plan must also address the following areas:

Project Management Methodology. The offeror must describe the approach, method(s), and specific work steps it plans to use to manage the Project. The project management methodology must be as complete as possible at the time of submission. It must address the following topics: Project integration, Project business transformation management, Project scope management, Project quality management, Project communications management, Project risk management, Project resource management, and Project reporting procedures.

In addition, the narrative must address the following:

- The priority of the MITS Project in relation to the offeror's current projects and proposals;
- The priority of this type of work within the overall corporate structure in terms of resource support, oversight, control, and organizational reporting;
- Commitment not to divert Contractor staff to other projects;
- If the offeror proposes to use a subcontractor or several subcontractors to complete this effort, the offeror must describe its approach to effectively managing the subcontractor(s); and
- Current contractual obligations that might influence the ability of the offeror or its personnel to perform according to the requirements of the RFP.

The offeror must also provide a complete and detailed description of the way it will manage the Contract that addresses the areas of concern identified below:

- Client relationship management;
- Managing in partnership with JFS, including shared ownership and accountability for success of the program goals and objectives;
- The proposed management tools used to facilitate timely delivery of services and financial accountability;
- Describe the methodologies, processes, and procedures the offeror's proposed organization(s) will approach to develop MITS solution; and
- Define the milestone and Deliverable review processes (i.e. critical design review), and describe how communication and status review will be conducted between all parties.

In addition to the above, the offeror must provide a complete and detailed response to the following:

- Describe your experience or approach to implementing and managing change to one part of a system without impacting the others, ensuring no potential or existing consumer is in jeopardy of losing crucial benefits.
- Describe the quality assurance and project management techniques you would employ to ensure successful delivery of the system changes, to include communication with the end-user.

Contingency Plan. The offeror must fully describe its process for tracking successful completion of the deliverables outlined in the RFP and Project Plan. The offeror must also indicate how it will flag any problems foreseen or anticipated in the delivery of services or deliverables. The offeror must also provide a contingency plan that describes the process that will be used to rectify or alleviate the problems.

Escalation Plan. The offeror must provide an escalation procedure for JFS' use in the event State personnel have not received a satisfactory response to problems or missed deadlines. The escalation procedure must include specific names, titles, and phone numbers of the people JFS staff may contact within the offeror's organization to obtain a satisfactory resolution to problems. After Contract award and for the duration of the Contract, the selected offeror must update or confirm the accuracy of the escalation contact listing each quarter. The escalation plan must be as complete as possible at the time of submission. It must describe the offeror's proposed organization(s) and management structure responsible for fulfilling the Contract's requirements. The offeror must also describe the reporting procedures proposed for the successful resolution of the problems. And the offeror must address potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

Additionally, the offeror's Project Plan must include the following:

- Scope statement that includes the Project objectives and the Project Deliverables and milestones;
- Work Breakdown Structure (WBS) as a baseline scope document that includes Project elements. The WBS must show the elements at a level of detail that demonstrates the offeror's understanding of the effort required to do the work. The WBS also must have increasingly descending levels of detailed definition added as the Project continues. The Project elements must include, at a minimum, scope

definition, requirements gathering, design, development, conversion, testing, benchmarking, implementation, training, and transition, as applicable;

- Detailed Project schedule for all Project Deliverables and milestones. The Project schedule must be delivered as a Microsoft Project® 2002 Gantt chart, showing all major Project tasks on a week by week schedule to serve as the basis for managing the Project. The schedule must clearly demonstrate how the Project will become fully operational by the delivery date. The detailed Project schedule must be submitted as part of the offerors electronic copy of its proposal in Microsoft Project 2002. The offeror must give dates for when the Deliverables/milestones will be completed and start and finish dates for tasks. Deliverable Milestones must clearly indicate the Deliverable number. The offeror must provide dependency details for tasks as a part of the project schedule. The offeror also must identify and describe all risk factors associated with the forecasted milestone schedule;
- Who is assigned responsibility for each Deliverable within the WBS to the level at which control will be exercised;
- Performance measurement baselines for technical scope and schedule;
- Major milestones and target date(s) for each milestone that are consistent with this RFP's dates;
- Key or required staff and their expected effort;
- Description of the offeror's proposed organization(s) and management structure responsible for fulfilling the Contract's requirements;

Support Requirements

This section is included in the page number limit.

The offeror must describe the support it wants from the State other than what the State has offered in this RFP. Specifically, the offeror must address the following:

- Nature and extent of State support required in terms of staff roles, percentage of time available, and so on;
- Assistance from State staff and the experience and qualification levels required;
- Other support requirements;
- The Offeror's key project team members must maintain a presence and an office at the primary project site;
- JFS will provide a knowledgeable, dedicated project team whose composition includes both business and technical staff. JFS intends some of these individuals will function on the project team for only short periods of time while others will remain on the team for the duration of the project. The state will supply up to 16 full time equivalents from Ohio Health Plans and up to 20 full time equivalents from Management Information System. The key persons for the State's project team will consist of the Medicaid Project Sponsor, JFS Project Representative, MIS Technical Representative, Technical Architect, core MITS team, and subject matter experts (SMEs) from the business area, Management Information Systems, and others; and
- The Offeror must provide administrative support for its staff.

The JFS Project Representative will be committed to coordinating and providing access to all necessary Medicaid resources for the duration of the Project. The SME's and team members will be available to the project on an as-needed basis for the duration of the Project and required by the work plan and Personnel Interface Matrix.

The State may not be able or willing to provide the additional support the offeror lists in this part of its Proposal. The offeror therefore must indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the State may reject the offeror's Proposal, if the State is unwilling or unable to meet the requirements.

SDLC Overview

This section is included in the page number limit.

The State seeks insightful responses that describe proven, lifecycle system development methods. Recommended solutions must demonstrate that the offeror will be prepared to quickly undertake and successfully complete the required tasks.

The offeror must describe the purpose, objectives, approach, methods, and specific work steps to complete the proposed iterative system development methodology (SDM). The intent of this iterative approach is to identify and develop these key components of the system and complete their development and testing in the first iterations to discover critical issues with the system early in the development process rather than at the end.

Each iteration identified by the offeror must include tasks to validate the system requirements for the iteration, the design documents, construction of the system modules, documentation of the modules, and testing of the functionality of the complete iteration. Each iteration should build upon the functionality included in previous iterations until the system is complete and ready for system testing. The offeror also must address potential problem areas, technical risks, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

The description may also define other activities and Deliverables not listed in the Project requirements but deemed necessary by the offeror. If additional activities are included, describe in detail why these activities are being recommended. The offeror must use Attachment Ten to describe the SDLC phases, including the activities, milestones, and Deliverables associated with each phase. These phases must be consistent with the proposed SDM to effectively plan, organize, control, and manage this Project. The description must be sufficiently detailed to demonstrate the offeror's knowledge and understanding of the Project. The description may define other activities or deliverables that are not Project requirements but that the offeror deems necessary or appropriate. The offeror must make the SDLC steps as complete and detailed as possible by including key activities and deliverables for at least the following SDLC Phases:

- Requirements,
- Design,
- Development,
- Testing,
- Documentation and Training,
- Deployment, and
- Post-Deployment.

System Requirements Affirmation. The offeror must fully describe how it will use systems analysis techniques to affirm the requirements identified for the Project. The offeror must describe its process and tools used for creating a requirements traceability matrix and tracing individual requirements throughout the SDLC

Design. The offeror must fully describe its proposed design for the Deliverables, including the design approach, methods, tools, and techniques for completing the technical design process. The offeror must depict the design in sufficient detail to allow the State to verify that the design meets all the requirements in this RFP.

The offeror must fully describe how the design will be represented, such as through written specifications, design diagrams, a system prototype, CASE tool software, etc.

At a minimum, the offeror's design approach must include the following design phase activities:

- High-Level
- Detail
- Documentation & Testing
- Approval

Development and Testing. The offeror's Proposal must describe the offeror's development approach, methods, tools, and techniques for completing the development process. Of particular importance are the offeror's testing strategies for unit, system, user acceptance, volume, and regression testing.

Documentation and Training. The offeror must describe its proposed approach, methods, tools, and techniques for user and systems documentation and training. In addition, the Proposal must include the activities the offeror will use to train the State Project staff on the offeror's SDM.

System Deployment and Post-Deployment. The offeror must describe its proposed approach, methods, tools, and techniques for deploying and installing the new system and maintaining its operation throughout the warranty period. Additionally, the offeror must describe its approach to installation and maintenance.

Equipment and System Elements

This section is included in the page number limit.

The offeror must identify all proposed equipment needed for the Project during development, testing, training and production. Additionally, the offeror's Proposal must include the proposed manufacturer's name and model for all equipment. Further, the offeror must identify any equipment that the State will require for the implementation and ongoing operation of the Project that is not otherwise specified in this RFP.

All the specifications given in this RFP for equipment and other system elements are minimum system requirements. The offeror may recommend features, equipment, or other elements in excess of the minimum but must clearly identify them as such, provide the rationale behind the recommendations, and explain how they will benefit the State. The recommendations may not result in additional evaluation credit being given.

Pre-existing Materials

This section is included in the page number limit.

The offeror must list any Pre-existing Materials it owns that will be included in a Deliverable if the offeror wants a proprietary notice on copies that the State distributes. For example, the offeror may have standard user interfaces or standard shells that it incorporates in what is otherwise custom software. (See the Ownership of Deliverables section of the General Terms and Conditions.) The State may reject any Proposal that includes existing materials for a custom solution, if the State believes that such is not appropriate or desirable for the Project.

Commercial Materials

This section is included in the page number limit.

The offeror must list any commercial and proprietary materials that the offeror will deliver that are easily copied (e.g., software) and in which the State will have less than full ownership ("Commercial Materials"). Generally, these will be from third parties and readily available in the open market. The offeror need not list patented parts of equipment, since they are not readily copied. If the offeror expects the State to sign a license for the Commercial Material, the offeror must include the license agreement as an attachment. If the State finds any provisions of the license agreement objectionable and cannot or does not negotiate an acceptable solution with the third party, regardless of the reason and in the State's sole discretion, then the offeror's Proposal may be rejected. If the State is not going to sign a license, but there will be limits on the State's use of the Commercial Materials different from the standard license in the General Terms and Conditions, then the offeror must detail the unique scope of license here. Unless otherwise provided in this RFP, proposing to use Commercial Materials in a custom solution may be a basis for rejection of the offeror's Proposal, if the State, in its sole discretion, believes that such is not appropriate or desirable for the Project. Any deviation from the standard license, warranty, and other terms in Attachment Three also may result in a rejection of the offeror's Proposal.

Warranty for Commercial Materials

This section is included in the page number limit.

If the offeror proposes a Deliverable that contains Commercial Software with warranty terms that differ from the warranty terms in Attachment Three, then the scope of warranty must be detailed here. This is required even if the State will not be expected to sign a license for the Deliverable. Any deviation from the standard warranty in Attachment Three may result in a rejection of the offeror's Proposal.

Performance Bond

This section is excluded from the page number limit.

The selected offeror must provide a performance bond. The amount of the performance bond must be equal to at least 10% of the total amount of the Contract, and the bond must remain in place through the term of the Contract and may be renewed or continued annually with the approval of the State. Therefore, each offeror must enclose a letter of commitment from a bonding company for an appropriate performance bond with its Proposal.

Conflict of Interest Statement

This section is excluded from the page number limit.

Each Proposal must include a statement indicating whether the offeror or any people that may work on or benefit from the Project through the offeror have a possible conflict of interest (e.g., employed by the State of Ohio, etc.) and, if so, the nature of that conflict. The State may reject a Proposal in which an actual or apparent conflict is disclosed. And the State may cancel the Contract if it discovers any actual or apparent conflict of interest that the offeror did not disclose in its Proposal.

Proof of Insurance

This section is excluded from the page number limit.

The offeror must provide the certificate of insurance in the form that Attachment Three requires. The policy may be written on an occurrence or claims made basis.

Payment Address

This section is excluded from the page number limit.

The offeror must give the address to which the State should send payments under the Contract.

W-9 Form

This section is excluded from the page number limit.

The offeror must complete the attached W-9 form in its entirety. The offeror must submit at least one originally signed W-9. All other copies of a Proposal may contain copies of the W-9. The offeror must indicate on the outside of the binder which Proposal contains the originally signed W-9.

Cost Section

This section is excluded from the page number limit.

This RFP includes a Cost Summary Form provided as an attachment. Offerors may not reformat this form. Each offeror must complete the Cost Summary Form in the exact format provided, since the State may reject any Proposal with a reformatted Cost Summary Form. (See: Part Three: General Instructions, Proposal Submittal.) The Scope of Work and Contractor's Fee Structure are based on the completion and acceptance of defined deliverables, however the Cost Summary requires each offeror to price the project for each sub-process defined in the requirements and training.

The offeror's Cost Section must include a cover letter in the form of a standard business letter signed by an individual authorized to legally bind the offeror.

The Cost Summary Form must not include exceptions, additional terms and conditions, or assumptions.

The State will not be liable for or pay any Project costs that the offeror does not identify in its Proposal.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS

PART ONE: PERFORMANCE AND PAYMENT

Statement of Work. The RFP and the Contractor's Proposal (collectively, the "RFP Documents") are a part of this Contract and describe the work (the "Project") the Contractor will do and any materials the Contractor will deliver (the "Deliverables") under this Contract. The Contractor must do the Project in a professional, timely, and efficient manner and will provide the Deliverables in a proper fashion. The Contractor also must furnish its own support staff necessary for the satisfactory performance of the Project.

The Contractor will consult with the appropriate State representatives and others necessary to ensure a thorough understanding of the Project and satisfactory performance. The State may give instructions to or make requests of the Contractor relating to the Project, and the Contractor will comply with those instructions and fulfill those requests in a timely and professional manner. Those instructions and requests will be for the sole purpose of ensuring satisfactory completion of the Project and will not amend or alter the scope of the Project.

Term. Unless this Contract is terminated or expires without renewal, it will remain in effect until the Project is completed to the reasonable satisfaction of the State and the Contractor is paid. But the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is June 30, 2007. The State may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure also will apply to the end of any subsequent biennium during which the Project continues. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.

The State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails to continue funding for the payments and other obligations due as part of this Contract, the State's obligations under this Contract will terminate as of the date that the funding expires without further obligation of the State.

The Project has a completion date that is identified in the RFP Documents. The RFP Documents also may have several dates for the delivery of Deliverables or reaching certain milestones in the Project. The Contractor must make those deliveries, meet those milestones, and complete the Project within the times the RFP Documents require. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract under the termination provision contained below.

But the State also may have certain obligations to meet. Those obligations, if any, are also listed in the RFP Documents. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP Documents is due to the State's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the State's failure to perform will be extended by the same amount of time as the State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted commercially reasonable efforts to avoid an extension and has given the State meaningful written notice of the State's failure to meet its obligations within five business days of the Contractor's realization that the State's delay may impact the Project. The Contractor must deliver any such notice to both the JFS Project Representative and Procurement Representative and title the notice as a "Notice of State Delay." The notice must identify any delay in detail, as well as the impact the delay has or will have on the Project. Unless the State decides, in its reasonable judgment, that an equitable adjustment in the Contractor's Fee is warranted in the case of an extended delay, an extension of the Contractor's time to perform will be the Contractor's exclusive remedy for the State's delay. Should the State determine that an equitable adjustment in the Contractor's Fee is warranted, the equitable adjustment will be handled as a Change Order under the Changes Section of this Contract, and the extension of time and equitable adjustment will be the exclusive remedies of the Contractor for the State's delay.

The State seeks a complete Project, and the Contractor must provide any incidental items omitted in the RFP Documents as part of the Contractor's not-to-exceed fixed price. The Contractor also must fully identify, describe, and document all systems that are delivered as a part of the Project. All hardware, software, supplies, and other required components (such as documentation, conversion, training, and maintenance) for the Project to be complete and useful to the State are included in the Project and the not-to-exceed fixed price.

Compensation. In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP Documents (the "Fee"), plus any other expenses identified as reimbursable in the RFP Documents. But in no event will payments under this Contract exceed the "not-to-exceed" amount in the RFP Documents without the prior, written approval of the State and, when required, the Ohio Controlling Board and any other source of funding. The Contractor's right to the Fee is contingent on the complete and satisfactory performance of the Project or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Project tied to the applicable milestone or period. Payment of the Fee also is contingent on the Contractor delivering a proper invoice and any other documents the RFP Documents require. An invoice must comply with the State's then current policies regarding invoices and their submission. The State will notify the Contractor in writing within 15 business days after it receives a defective invoice of any defect and provide the information necessary to correct the defect.

The Contractor must send all invoices under this Contract to the "bill to" address in the RFP Documents or in the applicable purchase order.

The State will pay the Contractor interest on any late payment, as provided in Section 126.30 of the Ohio Revised Code (the "Revised Code"). If the State disputes a payment for anything covered by an invoice, within 15 business days after receipt of that invoice, the State will notify the Contractor, in writing, stating the grounds for the dispute. The State then may deduct the disputed amount from its payment as a nonexclusive remedy. If the Contractor has committed a material breach, in the sole opinion of the State, the State also may withhold payment otherwise due to the Contractor. Both parties will attempt to resolve any claims of material breach or payment disputes through discussions among the Project Manager, the Contractor's Project executive, the JFS Project Representative, and the State Contract Management Administrator. The State will consult with the Contractor as early as reasonably possible about the nature of the claim or dispute and the amount of payment affected. When the Contractor has resolved the matter to the State's satisfaction, the State will pay the disputed amount within 30 business days after the matter is resolved. The State has no obligation to make any payments that the State in good faith disputes until the matter is resolved, and the Contractor must continue its performance under this Contract pending resolution of the dispute or claim.

If the State has already paid the Contractor on an invoice but later disputes the amount covered by the invoice, and if the Contractor fails to correct the problem within 30 calendar days after written notice, the Contractor must reimburse the State for that amount at the end of the 30 calendar days as a nonexclusive remedy for the State. On written request from the Contractor, the State will provide reasonable assistance in determining the nature of the problem by giving the Contractor reasonable access to the State's facilities and any information the State has regarding the problem.

If the RFP Documents provide for any retainage, the State will withhold from each invoice paid the percentage specified in the RFP Documents as retainage. The State will pay the retainage only after the State has accepted the Project, and then only in accordance with the payment schedule specified in the RFP Documents. The State will withhold all amounts under this section arising from claims or disputes in addition to any retainage specified in the RFP Documents.

The Project is a federally-funded effort, and the State anticipates that the federal government will reimburse the State for up to 90% of the Contractor's fee under this Contract. Should the State fail to achieve maximum FFP from the federal government for all or any part of the Project due to the Contractor's failure, on written notice to the Contractor, the State may offset any amounts due or becoming due to the Contractor by the amount of the loss to the State in the federal government's FFP.

Reimbursable Expenses. The State will pay all reimbursable expenses identified in the RFP Documents, if any, in accordance with the terms in the RFP Documents and, where applicable, Section 126.31 of the Revised Code. The Contractor must assume all expenses that it incurs in the performance of this Contract that are not identified as reimbursable in the RFP Documents.

In making any reimbursable expenditure, the Contractor always must comply with the more restrictive of its own, then current internal policies for making such expenditures or the State's then current policies. All reimbursable travel will require the advance written approval of the JFS Project Representative. The Contractor must bill all reimbursable expenses monthly, and the State will reimburse the Contractor for them within 30 business days of receiving the Contractor's invoice.

Right of Offset. The State may set off the amount of any Ohio tax liability or other obligation of the Contractor or its subsidiaries to the State, including any amounts the Contractor owes to the State under this or other contracts, against any payments due from the State to the Contractor under this or any other contracts with the State.

Certification of Funds. None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all the following conditions have been met:

- (a) All statutory provisions under the Revised Code, including Section 126.07, have been met;
- (b) All necessary funds are made available by the appropriate State entities;
- (c) If required, the Controlling Board of Ohio approves this Contract; and
- (d) If the State is relying on federal or third-party funds for this Contract, the State gives the Contractor written notice that such funds are available.

Employment Taxes. All personnel and labor furnished by the Contractor (the "Contractor Personnel") are employees or subcontractors of the Contractor, and none are or will be deemed employees or contractors of the State. No Contractor Personnel will be entitled to participate in, claim benefits under, or become an "eligible employee" for purposes of any employee benefit plan of the State by reason of any work done under this Contract. The Contractor will pay all federal, state, local, and other applicable payroll taxes and make the required contributions, withholdings, and deductions imposed or assessed under any provision of any law and measured by wages, salaries, or other remuneration paid by or which may be due from the Contractor to the Contractor Personnel. The Contractor will indemnify, defend (with the consent and approval of the Ohio Attorney General), and hold the State harmless from and against all claims, losses, liability, demands, fines, and expense (including court costs, defense costs, and redeemable attorney fees) arising out of or relating to such taxes, withholdings, deductions, and contributions with respect to the Contractor Personnel. The Contractor's indemnity and defense obligations also apply to any claim or assertion of tax liability made by or on behalf of any Contractor Personnel or governmental agency on the basis that any Contractor Personnel are employees or contractors of the State, that the State is the "joint employer" or "co-employer" of any Contractor Personnel, or that any Contractor Personnel are entitled to any employee benefit offered only to eligible regular fulltime or regular part-time employees of the State.

Sales, Use, Excise, and Property Taxes. The State is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Contractor in connection with the Project, such will be the sole and exclusive responsibility of the Contractor. And the Contractor will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or a later time.

PART TWO: PROJECT AND CONTRACT ADMINISTRATION

Related Contracts. The Contractor warrants that the Contractor has not and will not enter into any contracts without written approval of the State to perform substantially identical services for the State, such that the Project duplicates the work done or to be done under the other contracts.

Other Contractors. The State may hold other contracts for additional or related work, including among others independent verification and validation (IV&V) work for this Project. The Contractor must use commercially reasonable efforts to fully cooperate with all other contractors and State employees and coordinate its work with such other contractors and State employees as may be required for the smooth and efficient operation of all related or additional work. The Contractor may not act in any way that may unreasonably interfere with the work of any other contractors or the State's employees. Further, the Contractor must fully cooperate with any IV&V contractor assigned to this Project. Such cooperation includes expeditiously providing the IV&V contractor with full and complete access to all Project work product, records, materials, personnel, meetings, and correspondence as the IV&V contractor may request. The State will obligate the IV&V Contractor to a confidentiality provision that is substantially similar to the Confidentiality Clause contained in this RFP. Additionally, the Contractor must include the obligations of this provision in all its contracts with its subcontractors that work on this Project.

Subcontracting. The Contractor may not enter into subcontracts related to the Project after award without written approval from the State. But the Contractor will not need the State's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Project. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the RFP Documents.

The State's approval of the use of subcontractors does not mean that the State will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Project in a timely and professional manner. The Contractor will hold the State harmless for and will indemnify the State against any such claims.

The Contractor assumes responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, the Contractor will be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. And the Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. The agreement must pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. But this exception is applicable only to sections that expressly provide an exclusion for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages the State in any way, the Contractor must indemnify the State for the damage.

Record Keeping. The Contractor must keep all financial records in accordance with generally accepted accounting principles consistently applied. The Contractor also must file documentation to support each action under this Contract in a manner allowing the documentation to be readily located. And the Contractor must keep all Project-related records and documents at its principal place of business or at its office where the work was performed.

In addition, the Contractor must keep a separate account for the Project (the "Project Account"). All payments made from the Project Account may be only for obligations incurred in the performance of this Contract and must be supported by contracts, invoices, vouchers, and any other data needed to audit and verify the payments. All payments from the Project Account must be for obligations incurred only after the effective date of this Contract, unless the State has given specific written authorization for making prior payments from the Project Account.

Audits. During the term of this Contract and for three years after the payment of the Contractor's Fee, on reasonable notice, and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Project. This audit right also applies to the State's duly authorized representatives and any person or organization providing financial support for the Project.

Unless it is impracticable to do so, the Contractor must keep all records related to this Contract in a single location, either at the Contractor's principal place of business or its place of business where the work was done. If this is not practical, the Contractor must assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records to the Contractor's office nearest Columbus, Ohio whenever the State or anyone else with audit rights requests access to the Contractor's Project records. The Contractor will do so with all due speed, not to exceed five business days.

If any audit reveals any material deviation from the Project's specifications, any misrepresentation, or any overcharge to the State, the State will be entitled to recover damages, as well as the cost of the audit.

For each subcontract in excess of \$25,000.00, the Contractor must require its subcontractors to agree to the requirements of this section and the record-keeping section. Subcontracts with smaller amounts involved need not meet this requirement. But the Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

Insurance. The Contractor must provide the following insurance coverage at its own expense throughout the term of this Contract:

- (a) Workers' compensation insurance, as required by Ohio law, and, if some of the Project will be done outside Ohio, the laws of the appropriate state(s) where work on the Project will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- (b) Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

\$ 2,000,000 General Aggregate
 \$ 2,000,000 Products/Completed Operations Aggregate
 \$ 1,000,000 Per Occurrence Limit
 \$ 1,000,000 Personal and Advertising Injury Limit
 \$ 100,000 Fire Legal Liability
 \$ 5,000 Medical Payments

The policy must be endorsed to provide the State with 30-days prior written notice of cancellation or material change to the policy. And the Contractor's Commercial General Liability must be primary over any other insurance coverage.

- (c) Commercial Automobile Liability insurance with a combined single limit of \$500,000.
- (d) Professional Liability insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor must provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

The certificate(s) must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

State Personnel. During the term of this Contract and for one year after completion of the Project, the Contractor may not hire or otherwise contract for the services of any State employee involved directly or indirectly with the Project.

Performance Bond.

The Contractor must provide the Procurement Representative with a performance bond in the amount required by the RFP Documents within 30 business days after receipt of a purchase order for this Contract. The bond must be issued by a company authorized by Ohio's Department of Insurance to do business in Ohio and must indemnify the State against all direct damages it suffers from any failure of the Contractor to perform properly.

Failure of the Contractor to provide the performance bond on or before the date it is required will result in a breach of this Contract without a cure period and termination or suspension (or ultimately both) of this Contract for cause. The performance bond must remain in place through the term of the contract but may be renewed or continued annually with the approval of the State. Further, the terms of the bond must reflect the terms of this section, or the State will reject it and treat the failure of conformance as a failure by the Contractor to deliver the bond in a timely fashion.

Replacement Personnel. If the RFP Documents contain the names of specific people who will work on the Project, then the quality and professional credentials of those people were material factors in the State's decision to enter into this Contract. If the Contractor uses all commercially reasonable efforts to ensure the continued availability of those people, the Contractor will not be liable to the State for their unavailability in the cases beyond the reasonable control of the Contractor, such as unavailability due to death, disability, resignation, or military leave. In all other cases, the Contractor may not remove those people from the Project without the prior, written consent of the State, except as provided below.

The Contractor may remove a person listed in the RFP Documents from the Project, if doing so is necessary for legal or disciplinary reasons. But the Contractor must make a reasonable effort to give the State 30 calendar days' prior, written notice of the removal.

The Contractor must have qualified replacement people available to replace any people listed in the RFP Documents by name or as a key individual on the Project. When the removal of a listed person is permitted under this Section, or if a person becomes unavailable, the Contractor must submit the resumes for two replacement people to the State for each person removed or who otherwise becomes unavailable. The Contractor must submit the two resumes, along with such other information as the State may reasonably request, within ten business days after the decision to remove a person is made or the unavailability of a listed person becomes known to the Contractor.

The State will select one of the two proposed replacements or will reject both of them within ten business days after the Contractor has submitted the proposed replacements to the State. The State may reject the proposed replacements for any legal reason. Should the State reject both replacement candidates due to their failure to meet the minimum qualifications identified in the RFP Documents, or should the Contractor fail to provide the notice required under this Section or fail to provide two qualified replacement candidates for each removed or unavailable person, the Contractor will be in default and the cure period for default specified elsewhere in this Contract will not apply. In any such case, the State will have the right to terminate this Contract and to have the damages specified elsewhere in this Contract for termination due to default.

The State may determine that the proposed replacement candidates meet the minimum qualifications of this Contract and still substantially reduce the value the State perceived it would receive through the work of the original individual(s) the Contractor proposed and on whose credentials the State decided to enter into this Contract. Therefore, the State will have the right to reject any candidate that the State determines may provide it with diminished value.

Should the State reject both proposed candidates for any legal reason other than their failure to meet the minimum qualifications identified in the RFP Documents, the State may terminate this Contract for its convenience.

The State has an interest in providing a healthy and safe environment for its employees and guests at its facilities. The State also has an interest in ensuring that its operations are carried out in an efficient, professional, legal, and secure manner. Therefore, the State will have the right to require the Contractor to remove any individual working on the Project, if the State 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 this Contract has become unavailable, and the Contractor must follow the procedures identified above for replacing unavailable people. This provision applies to people that the Contractor's subcontractors engage, if they are listed by name or as a key person in the RFP Documents.

Suspension and Termination. The State may terminate this Contract if the Contractor defaults in meeting its obligations under this Contract and fails to cure its default within the time allowed by this Contract, or if a petition in bankruptcy (or similar proceeding) has been filed by or against the Contractor. The State also may terminate this Contract if the Contractor violates any law or regulation in doing the Project, or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In any such case, the termination will be for cause, and the State's rights and remedies will be those identified below for termination for cause.

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice, or if the breach is not one that is curable, the State will have the right to terminate this Contract immediately on notice to the Contractor. The State also may terminate this Contract in the case of breaches that are cured within 30 calendar days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations three times. After the third notice, the State may terminate this Contract on written notice to the Contractor without a cure period if the Contractor again fails to meet any obligation. The three notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than 30 calendar days or for no cure period at all, and those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

Moreover, the State may terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Project, as determined by the Director of OIT. If a third party is providing funding for the Project, the State also may terminate this Contract should that third party fail to release any Project funds. The RFP Documents normally identify any third party source of funds for the Project, but an absence of such in the RFP Documents will not diminish the State's rights under this section.

The notice of termination, whether for cause or without cause, will be effective as soon as the Contractor receives it. Upon receipt of the notice of termination, the Contractor must immediately cease all work on the Project and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. The Contractor also must immediately prepare a report and deliver it to the State. The report must be all-inclusive and must detail the work completed at the date of termination, the percentage of the Project's completion, any costs incurred in doing the Project to that date, and any Deliverables completed or partially completed but not delivered to the State at the time of termination. The Contractor also must deliver all the completed and partially completed Deliverables to the State with its report. But if the State determines that delivery in that manner would not be in its interest, then the State will designate a suitable alternative form of delivery, which the Contractor must honor.

If the State terminates this Contract for cause, it will be entitled to cover for the Project by using another Contractor on such commercially reasonable terms as the State and the covering contractor may agree. The Contractor will be liable to the State for all costs related to covering for the Project to the extent that such costs, when combined with payments already made to the Contractor for the Project before termination, exceed the costs that the State would have incurred under this Contract. The Contractor also will be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause.

Termination for cause may be based on any failure of the Contractor to meet any obligations under this Contract, including but not limited to, a failure to meet standards of performance or legal or technical requirements for the Project. The State need not terminate or suspend the Contract to seek or offset its direct damages resulting from any such failure, including but not limited to sanctions leveled against the State by the federal government, reductions in FFP caused by such failure, and damages from any failure of the federal government to certify the MITS system or the federal government's de-certification of the MITS system as a result of the actions of the Contractor.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any work on the Project that the Contractor has performed before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount that the State determines it owes to the Contractor. The State will make that determination based on the lesser of the percentage of the Project completed or the hours of work performed in relation to the estimated total hours required to perform the entire Project.

The State will have the option of suspending rather than terminating the Project, if the State believes that doing so would better serve its interests. In the event of a suspension for the convenience of the State, the Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Project rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the State reinstates the Project after suspension for cause, rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the State from the default or other event giving rise to the suspension.

In the case of a suspension for the State's convenience, the State will calculate the amount of compensation due to the Contractor for work performed before the suspension in the same manner as provided in this section for termination for the State's convenience. The Contractor will not be entitled to compensation for any other costs associated with a suspension for the State's convenience. But the State will make no payment under this provision to the Contractor until the Contractor submits a proper invoice.

Any notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. And the Contractor will prepare a report concerning the Project just as is required by this Section in the case of termination. After suspension of the Project, the Contractor may not perform any work without the consent of the State and may resume work only on written notice from the State to do so. In any case of

suspension, the State retains its right to terminate this Contract rather than to continue the suspension or resume the Project. If the suspension is for the convenience of the State, then termination of the Contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.

The State may not suspend the Project for its convenience more than twice during the term of this Contract, and any suspension for the State's convenience may not continue for more than 30 calendar days. If the Contractor does not receive notice to resume or terminate the Project within the 30-day suspension, then this Contract will terminate automatically for the State's convenience at the end of the 30 calendar day period.

Any default by the Contractor or one of its subcontractors will be treated as a default by the Contractor and all of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and must indemnify the State for any liability to them. Notwithstanding the foregoing, each subcontractor must hold the State harmless for any damage caused to them from a suspension or termination. They must look solely to the Contractor for any compensation to which they may be entitled.

Representatives. The State's representative under this Contract will be the person identified in the RFP Documents or in a subsequent notice to the Contractor as the "JFS Project Representative." The JFS Project Representative will review all reports the Contractor makes in the performance of the Project, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the completed Project. The JFS Project Representative may delegate his responsibilities for individual aspects of the Project to one or more managers, who may act as the JFS Project Representative for those individual portions of the Project.

The Contractor's Project Manager under this Contract will be the person identified on the RFP Documents as the "Project Manager." The Project Manager will be the Contractor's liaison with the State under this Contract. Additionally, the Project Manager will conduct all Project meetings and prepare and submit to the JFS Project Representative all reports, plans, and other materials that the RFP Documents require from the Contractor.

Either party, upon written notice to the other party, may designate another representative. But the Contractor may not replace the Project Manager without the approval of the State if that person is identified in the RFP Documents by name or as a key individual on the Project.

Work Responsibilities. The State will be responsible for providing only those things, if any, expressly identified in the RFP Documents. If the State has agreed to provide facilities or equipment, the Contractor, by signing this Contract, warrants that the Contractor has either inspected the facilities and equipment or has voluntarily waived an inspection and will work with the equipment and facilities on an "as is" basis.

The Contractor must assume the lead in the areas of management, design, and development of the Project. The Contractor must coordinate the successful execution of the Project and direct all Project activities on a day-to-day basis, with the advice and consent of the JFS Project Representative. The Contractor will be responsible for all communications regarding the progress of the Project and will discuss with the JFS Project Representative any issues, recommendations, and decisions related to the Project.

If any part of the Project requires installation on the State's property, the State will provide the Contractor with reasonable access to the installation site for the installation and any site preparation that is needed. After the installation is complete, the Contractor must complete an installation letter and secure the signature of the JFS Project Representative certifying that installation is complete and the Project, or applicable portion of it, is operational. The letter must describe the nature, date, and location of the installation, as well as the date the JFS Project Representative certified the installation as complete and operational.

Unless otherwise provided in the RFP Documents, the Contractor is solely responsible for obtaining all official permits, approvals, licenses, certifications, and similar authorizations required by any local, state, or federal agency for the Project and maintaining them throughout the duration of this Contract.

Changes. The State may make reasonable changes within the general scope of the Project. The State will do so by issuing a written order under this Contract describing the nature of the change ("Change Order"). Additionally, if the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Project, the Contractor may request a Change Order from the State. The parties will handle such changes as follows: The Contractor will provide pricing to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change, as well as any equitable adjustments that

need to be made in the Contractor's Fee or the performance schedule for the work. Then within five business days after receiving the Change Order, the Contractor must sign it to signify agreement with it.

If a change causes an increase in the cost of, or the time required for, the performance of the Project, the Contractor must notify the State in writing and request an equitable adjustment in its Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Project not described in a written Change Order, the Contractor must notify the State in writing of the claim within ten business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the State expressly ordered the relevant change in writing and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Project, as changed.

Where an equitable adjustment to the Contractor's Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, either party may submit the dispute to the senior management of the Contractor and the senior management of the State's Office of Information Technology for resolution. If within 30 calendar days following referral to senior management, the claim or dispute has not been resolved, the Contractor must submit its actual costs for materials needed for the change (or estimated amount if the precise amount of materials cannot be determined) and an estimate of the hours of labor required to do the work under the Change Order. The Contractor must break down the hours of labor by employee position, and provide the actual hourly pay rate for each employee involved in the change. The total amount of the equitable adjustment for the Change Order then will be made based on the actual cost of materials (or estimated materials) and actual rate for each person doing the labor (based on the estimated hours of work required to do the change). Labor rates will be increased by 25% to cover benefits and taxes. The equitable adjustment for the Change Order then will be set based on this amount, plus 15% to cover overhead and profit. This amount will be the not-to-exceed amount of the Change Order. But if the change involves removing a requirement from the Project or replacing one part of the Project with the change, the State will get a credit for the work no longer required under the original scope of the Project. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the not-to-exceed amount will be reduced by this credit.

The Contractor is responsible for coordinating changes with its subcontractors and adjusting their compensation and performance schedule. The State will not pay any subcontractor for the Change Order. If a subcontractor will perform any work under a Change Order, that work must be included in the Contractor's not-to-exceed amount and calculated in the same manner as the Contractor's equitable adjustment for the portion of the work the Contractor will perform. The Contractor will not receive an overhead percentage for any work a subcontractor will do under a Change Order.

If the RFP Documents provide for the retainage of a portion of the Contractor's Fee, all equitable adjustments for Change Orders also will be subject to the same retainage, which the State will pay only on completion and acceptance of the Project, as provided in the RFP Documents.

Excusable 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 delayed party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party also must describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third-party manufacturers supplying commercial items and over whom the Contractor has no legal control.

Independent Status of the Contractor. The parties are independent of one another, and the Contractor's Personnel may act only in the capacity of representatives of the Contractor and not as representative of the State. Further, the Contractor's Personnel will not be deemed for any purpose to be employees, representatives, or agents of the State. The Contractor assumes full responsibility for the actions of the Contractor's Personnel while they are performing under this Contract and will be solely responsible for paying the Contractor's Personnel (including withholding, and paying income taxes and social security, workers' compensation, disability benefits

and the like). The Contractor may not commit, and is not authorized to commit, the State in any manner. The Contractor's subcontractors will be considered the agents of the Contractor for purposes of this Contract.

Publicity. The Contractor may not advertise or publicize that it is doing business with the State or use this Contract or the Contractor's relationship with the State as a marketing or sales tool, unless the State agrees otherwise in writing.

PART THREE: OWNERSHIP AND HANDLING OF INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

Confidentiality. The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret, if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors, potential contractors with the State, or individuals or organizations about whom the State keeps information. By way of example, information must be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. By way of further example, the Contractor also must treat as confidential materials such as police and investigative records, files containing personal information about individuals or employees of the State, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient, or similar privilege may apply, and any documents or records excluded by Ohio law from public records disclosure requirements.

The Contractor may not disclose any Confidential Information to third parties and must use it solely to do the Project. The Contractor must restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information to do the Project. The Contractor will be liable for the disclosure of such information, whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.

The Contractor will not be liable for any unintentional disclosure of Confidential Information that results despite the Contractor's exercise of at least the same degree of care as it normally takes to safeguard its own secrets, except when the Contractor's procedures are not reasonable given the nature of the Confidential Information or when the disclosure nevertheless results in liability to the State.

The Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the Contractor must cause all of its Personnel who have access to any Confidential Information to execute a confidentiality agreement incorporating the obligations in this section.

The Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) was already in the Contractor's possession before disclosure by the State, and such was received by the Contractor without obligation of confidence; (2) is independently developed by the Contractor; (3) is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Contractor from a third party without an obligation of confidence; (5) is disclosed by the Contractor with the written consent of the State; (6) is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) notifies the State of such order immediately upon receipt of the order and (b) allows the State to make an effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production; or (7) is limited to Residual Information. Residual Information means technical ideas, concepts, and know-how retained in the unaided memories of employees. The Contractor must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but the Contractor first must obligate them to the requirements of this section.

The Contractor must notify the State in writing as soon as the Contractor learns that the Contractor or any of the Contractor's People or its subcontractors or agents has disclosed any of the State's Confidential Information in a manner that is inconsistent with the requirements of this section.

Ownership of Deliverables. The State owns all Deliverables that the Contractor produces under this Contract, including any software modifications, and documentation, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The Contractor must provide the State with all assistance reasonably needed to vest such rights of ownership in the State. But the Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated into any custom Deliverable ("Pre-existing Materials"), if the Contractor provides the non-exclusive license described in the next paragraph.

The Contractor may grant the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, and distribute all Pre-existing Materials that are incorporated into any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials. But the State may distribute such Pre-existing materials to third parties only to the extent required by governmental funding mandates. The Contractor may not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials into a custom Deliverable, the Contractor must first disclose that desire to the State in writing and seek the State's approval for doing so in advance. The State will not be obligated to provide that approval, unless the Contractor disclosed its intention to do so in the RFP Documents. On the Contractor's request, the State will incorporate into any copies of a custom Deliverable any proprietary notice that the Contractor included with the original copy, if that notice is reasonably necessary to protect the Contractor's interest in any Pre-existing Materials contained in the custom Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

License in Commercial Material. As used in this section, "Commercial Material" means anything that the Contractor or a third party has developed at private expense, is commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media. Examples include written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in the RFP Documents or as an attachment referenced in the RFP Documents, if that scope of license is different from the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material consists of trade secrets, then the State will treat the material as confidential. In this regard, the State will assume all obligations with respect to the Commercial Material that the Contractor assumes under the Confidentiality section of this Contract with respect to the State's Confidential Information. Otherwise, the State will have the same rights and duties permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor, whether or not the material is copyrighted when delivered to the State.

For Commercial Software, the State will have the rights in items (1) through (6) of this section with respect to the software. The State will not use any Commercial Software except as provided in items (1) through (6) of this section or as expressly stated otherwise in this Contract. The Commercial Software may be:

- (1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred;

- (2) Used or copied for use in or with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative;
- (3) Reproduced for safekeeping (archives) or backup purposes;
- (4) Modified, adapted, or combined with other computer software, but the modified, combined, or adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions set forth in this Contract;
- (5) Disclosed to and reproduced for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions set forth in this Contract; and
- (6) Used or copied for use in or transferred to a replacement computer.

Commercial Software delivered under this Contract is licensed to the State without disclosure restrictions unless it is clearly marked as confidential or secret. The State will treat any Commercial Software that is marked as confidential or secret as Confidential Information to the extent that such is actually the case.

PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

General Warranties. The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) be in accordance with sound professional standards and the requirements of this Contract and without any material defects; and (2) unless otherwise provided in the RFP Documents, be the work solely of the Contractor. The Contractor also warrants that: (1) no Deliverable will infringe on the intellectual property rights of any third party; and (2) the Contractor's work and the Deliverables resulting from that work will be merchantable and fit for the particular purposes described in the RFP Documents.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) the Contractor has the right to enter into this Contract; (2) the Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) the Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control; (4) the Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; (5) all hardware, software, firmware, and similar devices and materials provided under this Contract will be designed to operate without regard to the turning of a century and process dates in a manner that takes into account dates occurring before and after the turning of a century; (6) the Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State; and (7) the Contractor is not subject to any unresolved findings of the Auditor of State under Revised Code §9.24 and will not become subject to an unresolved finding that prevents the extension or renewal of this Contract.

The warranties regarding material defects, merchantability, and fitness are one-year warranties. All other warranties will be continuing warranties. If any portion of the Project fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed or must refund the amount of the compensation paid for such portion of the Project. The Contractor also must indemnify the State for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim is based on the modification or misuse. The State will give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor must do one of the following things: (1) modify the Deliverable so that it is no longer infringing; (2) replace the Deliverable with an equivalent or better item; (3) acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or (4) remove the Deliverable and refund the amount the State paid for the Deliverable and the amount of any other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to the State.

Software Warranty. If this Contract involves software as a Deliverable, then, on acceptance and for 12 months after the date of acceptance of any Deliverable that includes software, the Contractor warrants as to all software developed under this Contract that: (a) the software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation, the Contractor's Proposal, and the RFP Documents; (b) the software will be free of any material defects; (c) the Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code; and (d) the source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and (e) the software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software licensed from a third party that is incorporated into a Deliverable, the Contractor represents and warrants that it has done one of the following things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the State; or (c) fully disclosed in the RFP Documents any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

In addition, for Commercial Software that is incorporated into a Deliverable, the Contractor will: (a) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the RFP Documents (or any attachment referenced in the RFP Documents) and relevant Commercial Software documentation; (b) supply technical bulletins and updated user guides; (c) supply the State with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code; (d) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensee; (e) maintain or cause the third-party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (f) maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.

For purposes of the warranties and the delivery requirements in this Contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions for the software. But the Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code must be provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

Equipment Warranty. If any electrical equipment, mechanical device, computer hardware, telecommunications hardware, or other type of physical machinery ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for one year from the acceptance date of the Equipment that the Equipment will perform substantially in accordance with specifications described in the RFP Documents, the user manuals, technical materials, and related writings published by the manufacturer for the Equipment. The foregoing warranties will not apply to Equipment that is modified or damaged after title passes to the State.

The Contractor must notify the State in writing immediately upon the discovery of any breach of the warranties given above.

The Contractor must do the following if any Equipment does not meet the above warranties:

- (a) Cause the Equipment to perform as required, or, if that is not commercially practicable, then;
- (b) Grant the State a refund equal to the amount the State paid for the Equipment or, if such has not been individually priced, the manufacturer's suggested retail price for the Equipment.

Except where the Contractor's breach of a warranty makes it not possible for the State to do so, the State will return the affected Equipment to the Contractor in the case of a refund under the previous paragraph.

GENERAL EXCLUSION OF WARRANTIES. THE CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESS WARRANTIES CONTAINED IN THIS CONTRACT.

Indemnity for Property Damage and Bodily Injury. The Contractor must indemnify the State for all liability and expense resulting from bodily injury to any person (including injury resulting in death) and damage to tangible or real property arising out of the performance of this Contract, provided that such bodily injury or property damage

is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. The Contractor will not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the State, its employees, other contractors, or agents.

Liquidated Damages. The State, in its sole discretion, may assess the following liquidated damages if the Contractor fails to perform at the stated service levels. Any liquidated damages assessed by the State will be subject to the offset section of this Contract.

Delay or Interruption of Operations. The Contractor must ensure that no delays or interruption in the operation of MITS is caused by any act or omission of the Contractor. If a delay or interruption in the operations of MITS is caused by an act or omission of the Contractor, the State may assess liquidated damages as follows:

- \$1,000.00 per State business day, or any part thereof, for each of the first ten calendar days of delay or interruption of operation continues;
- \$2,000.00 per State business day, or any part thereof, for each of the next 30 calendar days of delay or interruption of operation continues; and
- \$3,000.00 per State business day, or any part thereof, for each additional day of delay or interruption of operation continues.

Project Key Personnel. The Contractor must not remove key personnel from the project team without prior approval from the State for any reason other than death, disability, resignation, termination, or military duty.

But if the Contractor removes the proposed Project Manager or named Project Team Members for any reason other than those specified above, the State may assess liquidated damages in the amount of \$1,500.00 for every day between the date on which the individual was removed and the date that this Contract is terminated or the individual's qualified replacement, selected in accordance with the process identified in this section, starts work on the Project.

Timeliness of Claims Processing. The MITS application must process claims in accordance with the Timeliness of Claims Processing performance criteria outlined in this RFP. If the Contractor fails to meet the performance criteria as reported at the end of each calendar month, the State may assess liquidated damages of \$10,000.00 during the first month of the failure. Additionally, the State may assess \$20,000.00 in subsequent, consecutive months.

Documentation. The Contractor must provide the State with all Documentation within the required timelines as specified in the RFP and the Contractor's Proposal. The State may assess liquidated damages of \$500.00 for each business day or any part thereof (beginning the next State business day after the documentation due date) for late, inaccurate or incomplete documentation.

Online Access to MITS and Response Time. The MITS application must provide State staff with online systems and screens between the hours of 6:00 a. m. and 7:00 p.m. Online access must be available 98% of the specified hours with response time equal to or less than four seconds. The State may assess liquidated damages of \$1000.00 for every percentage point below ninety-eighty percent resulting from a failure of the Contractor. This guarantee will be measured monthly.

Additionally, the State may assess liquidated damages of \$100.00 for each MITS inquiry or update screen that has a documented response time greater than four seconds resulting from a failure of the Contractor.

Data Warehouse. The MITS application must execute a data load to the JFS data warehouse within 24 hours of the claims payment cycle. The State may assess liquidated damages of \$2,500.00 for each day that the data refresh does not occur within the required time frames. This standard will be measured monthly.

Payment of Liquidated Damages. The Contractor must pay any liquidated damages within 30 days after the State's notice of an assessment of such damages. Should the Contractor fail to make such payment in a timely

manner, on written notice to the Contractor, the State may offset any amounts due or becoming due to the Contractor by the amount of the liquidated damages that are accrued but unpaid.

Liquidated Damages and Termination for Default. In addition to assessing liquidated damages, the State also may provide the Contractor with written notice of its default for any failure that is subject to assessment of liquidated damages, and the Contractor must cure that default within 30 days. Should the Contractor fail to cure its default within the 30 day cure period, this Contract will terminate immediately for cause and the State will be entitled to damages related to that termination in accordance with the termination section of this Contract. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, on written notice to the Contractor, the State may offset these damages from any Fees due under this Contract.

Erroneous Payments. The Contractor will be liable for the actual amount of all erroneous payments made using the system, including, among others, those identified as a result of State or federal claims reviews or as reported by Providers or from other referrals that are a result of incorrect Contractor action or inaccurate processing directly attributable to an act or omission on the part of the Contractor. In addition, the Contractor will be responsible for all costs associated with correcting the erroneous payments, including costs for re-processing, back-out processing, distribution of corrections, and so on. Additionally, the Contractor will be responsible for any costs associated with system and operations changes related to fixing any errors that cause erroneous payment, including the reasonable costs that the State incurs associated with re-processing of erroneous data distributed by the Contractor. On written notice to the Contractor, the State may offset all such amounts from any payments due to the Contractor under this Contract. But the Contractor may seek recovery on behalf of the State from Providers to whom erroneous payments are made using voluntary refund procedures, offset recovery, or other State-approved methods.

The Contractor must notify the State immediately upon discovery of any erroneous payments, irrespective of cause, and before initiating any recovery action. And the Contractor must use the change request process to notify the State of any system errors that result in a potential provider erroneous payment.

If an erroneous payment is made to a provider and that payment is the result of the fault or failure of the Contractor, then the Contractor will be liable for the un-recovered balance of the erroneous payment when full recovery cannot be made using reasonable procedures. The Contractor must notify the State immediately upon discovery of any erroneous payments, irrespective of cause.

The Contractor must pay to the State any portion of an erroneous payment not recouped within six months of discovery. In addition to the amount of any erroneous payments, the Contractor will be liable for interest payments at the then current prime rate, beginning from the date of erroneous payment through the date of payment to the State. The Contractor must make all such payments to the State within seven calendar days after the expiration of the six-month period identified above.

The State will not be liable to the Contractor for any erroneous payments that are not recovered from the providers. The Contractor may only initiate independent recovery procedures and actions with the prior written approval of the Project Representative once the Contractor has completed its recoupment process with amounts remaining outstanding. The State will review proposed independent recovery procedures and, if the State believes they are reasonable, the State will provide the Contractor with written approval of them. If the State recovers any erroneous payments for which the Contractor has reimbursed the State, the State Project Representative will notify the Contractor, and the Contractor must then submit a standard State invoice for the returned amount, less expenses incurred by the State during the recovery process.

Limitation of Liability. Neither party will be liable for any indirect, incidental, or consequential loss or damage of the other party, including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of such damages. Additionally, neither party will be liable to the other for direct or other damages in excess of two times the not-to-exceed fixed price of this Contract. The limitations in this paragraph do not apply to any obligation of the Contractor to indemnify the State against claims made against it or for damages to the State caused by the Contractor's negligence or other tortious conduct.

PART FIVE: ACCEPTANCE AND MAINTENANCE

Standards of Performance and Acceptance. There will be a period for performance testing at the completion of each Project phase. During the performance periods, the State, with the assistance of the Contractor, will

perform acceptance testing. Each performance period will last up to 90 calendar days, during which time the Project must meet the standard of performance required by the RFP Documents for 30 consecutive calendar days. The performance criteria in the RFP Documents will be supplemented with the relevant user manuals, technical materials, and related writings, to the extent that the specifications in those writings supplement and refine rather than contradict the performance criteria in the RFP Documents. Acceptance of each Project phase depends on a successful completion of the performance periods defined in this section and the RFP Documents. This section applies to the Project, and any part of it, as well as replacements or substitutes for the Project after completion of a successful performance periods.

If either Project phase does not meet the standard of performance during the initial performance period, the State will give the Contractor details about the problems in a timely manner and in a useful and relevant form. Until the Contractor demonstrably corrects all outstanding problems, the second performance periods will not start, and the State will not accept that Project phase or the Project (or part thereof). The second performance test will continue on a day-by-day basis until the standard of performance is met for a total of 30 consecutive calendar days or until the 90-day performance period has ended without meeting the standard of performance.

If either Project phase fails to meet the standard of performance after 90 calendar days from the start of the second performance period, the Contractor will be in default and will not have a cure period. In addition to all other remedies the State may have under this Contract, the State may request a correction or replacement of the relevant portion of the Project.

The Project may have components that can be tested for acceptance individually. If that is so, there may be acceptance criteria listed on the RFP Documents for each part of the Project that will be independently tested and accepted. But unless the RFP Documents expressly provide otherwise, the failure of any independently tested component to meet its acceptance criteria will give the State the right to reject the entire Project. Alternatively, if the State determines that it is in the State's interest to reject only the part of the Project that was independently and unsuccessfully tested, it may do so. If the State chooses this option, the State will be entitled to a refund or credit toward the Contractor's Fee equal to the cost of acquiring a replacement for the rejected component.

The acceptable level of performance for the Project will be 98.5%, unless otherwise specified in the RFP Documents. The performance level for the Project is computed by dividing the sum of the uptime by the number of working hours during the test time. "Uptime" means the total hours, rounded to the nearest quarter hour, during which all components of the Project are operational and all functions of the Project are available to its users. The number of "working hours" means the total number of working hours for the periods during which the Project was scheduled to be available to its users. Uptime and downtime will be measured in hours and quarter hours.

The Project "downtime" is that periods when any part of the Project is inoperable due to failure of the Project or a particular Deliverable to operate according to the specifications in the RFP Documents, the user documentation, or the published technical specifications. During periods of downtime, the State may use operable components of the Project when that will not interfere with repair of inoperable components of the Project. Downtime will start from the time the State notifies the Project Manager of the inoperable condition of the Project until the Project is returned in proper operating condition.

The Project will not be accepted until the performance periods are complete.

Should it be necessary, the State may delay the start of each performance period, but the delay will not exceed 30 consecutive calendar days after the scheduled date for implementation of the Project phase. Such a delay will not be considered a suspension of work under the Suspension and Termination section of this Contract.

Passage of Title. Title to any Deliverable will pass to the State only on acceptance of the Deliverable. All risk of loss, regardless of the cause, will remain with the Contractor until title to the Deliverable passes to the State.

Software Maintenance. If this Contract involves software as a Deliverable, then, during the warranty period, the Contractor must correct any material programming errors that are attributable to the Contractor within a reasonable period of time. But the State must notify the Contractor, either orally or in writing, of a problem with the software and provide sufficient information for the Contractor to identify the problem.

The Contractor's response to a programming error will depend upon the severity of the problem. For programming errors that slow the processing of data by a small degree, render minor and non-critical functions of

the System inoperable or unstable, or require users or administrators to employ workarounds to fully use the software, Contractor will respond to the request for resolution within four business hours. And the Contractor must begin working on a proper solution for the problem within one business day, dedicating the resources required to fix the problem. For any defects with more significant consequences, including those that render key functions of the system inoperable or significantly slow processing of data, the Contractor will respond within two business hours of notice. Additionally, the Contractor must begin working on a proper solution for the problem immediately after responding and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

For software classified as Commercial Software in the Ownership of Deliverables section and for which the State has not signed a separate license agreement, the Contractor must acquire for the State the right to maintenance for one year. That maintenance must be the third-party licensor's standard maintenance program, but at a minimum, that maintenance program must include all, updates, patches, and fixes to the software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function (and, if applicable, the subject matter covered by the software) and to correct material defects in the software in a timely fashion. Additionally, the Contractor must obtain a commitment from the licensor to make maintenance available for the product for at least four years after the first year of maintenance. The Contractor also must obtain a commitment from the licensor to limit increases in the annual Fee for maintenance to no more than 7% annually. If the licensor is unable to provide maintenance during that five-year period, then the licensor must be committed to doing one of the following two things: (a) give the State a *pro rata* refund of the license fee based on a five-year useful life; or (b) release the source code for the software (except third party software) to the State for use by the State solely for the purpose of maintaining the copy(ies) of the software for which the State has a proper license. For purposes of receiving the source code, the State agrees to treat it as confidential and to be obligated to the requirements under the Confidentiality section of this Contract with respect to the source code. That is, with respect to the source code that the State gets under this section, the State will do all the things that the Confidentiality section requires the Contractor to do in handling the State's Confidential Information.

Equipment Maintenance. If this Contract involves Equipment as a Deliverable, then, upon Equipment delivery and for 12 months after acceptance, the Contractor must provide Equipment maintenance to keep the Equipment in or restore the Equipment to good working order. This maintenance must include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance must include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working order. For purposes of this Contract, Equipment restored to good working order means Equipment that performs in accordance with the manufacturer's published specifications and the RFP Documents.

The Contractor must exert commercially reasonable efforts to perform all fault isolation and problem determination attributed to the Equipment covered under this Contract.

The following services are outside the scope of this Contract:

- a. Maintenance to bring the Equipment into compliance with any law, rule, or regulation if such law, rule, or regulation was not in effect on the acceptance date.
- b. Repair and replacement work or increase in maintenance time as a result of damage or loss resulting from casualty or the State's misuse of the Equipment, damage resulting from improper packing or failure to follow prescribed shipping instructions (if such is done by the State), failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the Equipment as described or included in the Contractor's Proposal, or causes other than ordinary use of the Equipment.
- c. Furnishing platens, supplies, or accessories, making specification changes, or adding or removing approved accessories, attachments, or other devices.
- d. Maintenance or any increase in maintenance time resulting from any maintenance or inappropriate connection to other equipment (not done by the Contractor) that results in damage to the Equipment.

- e. Activities required to restore the Equipment to good operating condition if the problem has resulted from someone other than Contractor's authorized service personnel repairing, modifying, or performing any maintenance service on the Equipment.

Equipment Maintenance Standards. This section applies if software or Equipment will be a Deliverable under this Contract.

The Contractor must complete all remedial Equipment maintenance within eight business hours after notification by the State that maintenance is required. In the case of preventative maintenance, the Contractor must perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed or substitute equipment provided within eight hours after notification by the State, the Contractor will be in default.

All maintenance also must meet any standards contained in the RFP Documents. Failure of the Contractor to meet or maintain these requirements will provide the State with the same rights and remedies specified elsewhere in the RFP Documents for default, except that the Contractor will only have eight hours to remedy the default.

The Contractor must provide adequate staff to provide the maintenance required by this Contract.

Equipment Maintenance Continuity. This section applies if Equipment will be a Deliverable under this Contract.

If the Contractor is unable to provide maintenance services to meet the State's ongoing performance requirements for Equipment delivered under this Contract, and if, in the State's sole opinion, the Contractor is unlikely to resume providing warranty services that meet the State's ongoing performance requirement, the Contractor will be in default. The State then will be entitled to the remedies in the default section of this Contract. But the State will also be entitled to the following items from the Contractor: (a) all information necessary for the State to perform the maintenance, including logic diagrams, maintenance manuals and system and unit schematics, as modified by the Contractor; and (b) a listing of suppliers capable of supplying necessary spare parts.

Any information in items (a) and (b) above that is rightfully identified by the Contractor as confidential information will be maintained in confidence by the State, except where disclosure to a third party is necessary for the State to continue the maintenance. But any third party to whom disclosure is made must agree to hold such proprietary information in confidence and to make no further disclosure of it. Further, any such confidential information will be used solely to perform the Contractor's maintenance obligations hereunder and will be returned to the Contractor upon completion of such use.

Principal Period of Maintenance (General). This section applies if software or Equipment will be a Deliverable under this Contract.

The Contractor must make maintenance available nine working hours per weekday, [between 8:00 a.m. and 5:00 p.m.] Travel time and expenses related to remedial and preventive maintenance will not be considered billable but will be included in the Contractor's firm, fixed Fee for the Project during the warranty period and a part of the annual maintenance Fee during later annual maintenance periods.

Maintenance Access (General). This section applies if software or Equipment will be a Deliverable under this Contract.

The Contractor must keep the Project in good operating condition during the warranty period and any annual maintenance period during which the State contracts for continued maintenance. The State will provide the Contractor with reasonable access to the Project to perform maintenance. All maintenance that requires the Project to be inoperable must be performed outside the State's customary working hours, except when the Project is already inoperable. Preventive or scheduled maintenance will be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

Key Maintenance Personnel (General). This section applies if software or Equipment will be a Deliverable under this Contract.

The Contractor must identify all key people responsible for providing maintenance on the Project, furnish the State with a means of identifying these people, furnish the State with their credentials, and notify the State at least 30 calendar days in advance of any reductions in staffing levels of key people at the office serving the State.

PART SIX: CONSTRUCTION

Entire Document. This Contract is the entire agreement between the parties with respect to its subject matter and supersedes any previous statements or agreements, whether oral or written.

Binding Effect. This Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.

Amendments – Waiver. No change to any provision of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms. Waivers must be in writing to be effective. And either party may at any later time demand strict performance.

Severability. If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity.

Construction. This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

Headings. The headings used herein are for the sole sake of convenience and may not be used to interpret any section.

Notices. For any notice under this Contract to be effective, it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement will not apply to any notices that this Contract expressly authorized to be made orally.

Continuing Obligations. The terms of this Contract will survive the termination or expiration of the time for completion of Project and the time for meeting any final payment of compensation, except where such creates an absurdity.

PART SEVEN: LAW AND COURTS

Compliance with Law. The Contractor must comply with all applicable federal, state, and local laws while performing under this Contract.

Drug-Free Workplace. The Contractor must comply with all applicable state and federal laws regarding keeping a drug-free workplace. The Contractor must make a good faith effort to ensure that all the Contractor's Personnel, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

Conflicts of Interest. None of the Contractor's Personnel may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor may not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Project to acquire an interest in anything or any entity under the Contractor's control, if such an interest would conflict with that official's or employee's duties. The Contractor must disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. And the Contractor must take steps to ensure that such a person does not participate in any action affecting the work under this Contract. But this will not apply when the State has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

Ohio Ethics and Elections Law. The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics law, Revised Code §102.04. The Contractor affirms that, as

applicable to the Contractor, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

Unresolved Finding for Recovery. If the Contractor was subject to an unresolved finding of the Auditor of State under Revised Code §9.24 on the date the parties sign this Contract, the Contract is void *ab initio*. Further, if the Contractor is subject to an unresolved finding of the Auditor of State under Revised Code §9.24 on any date on which the parties renew or extend this Contract, the renewal or extension will be void *ab initio*.

Equal Employment Opportunity. During the Project, the Contractor must not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or Vietnam-era veteran status ("Protected Status"). The Contractor must ensure that applicants for employment and employees are treated without regard to their Protected Status.

The Contractor must post notices with the provisions of this section in conspicuous places that are available to employees and applicants and must state in all solicitations and advertisements for employees that it is an equal opportunity employer.

Injunctive Relief. Nothing in this Contract is intended to limit the State's right to injunctive relief, if such is necessary to protect its interests or to keep it whole.

Assignment. The Contractor may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of the State. The State is not obligated to provide its consent to any proposed assignment.

Governing Law. This Contract will be governed by the laws of Ohio, and venue for any disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

ATTACHMENT FOUR: SAMPLE CONTRACT

**A CONTRACT BETWEEN
THE OFFICE OF INFORMATION TECHNOLOGY
ON BEHALF OF THE DEPARTMENT OF JOB AND FAMILY SERVICES
AND**

(CONTRACTOR)

THIS CONTRACT, which results from CSP#0A06007, entitled JFS – Medicaid Information Technology Services (MITS) is between the State of Ohio, through the Office of Information Technology, Investment and Governance Division, on behalf of the Department of Job and Family Services, and _____ (the "Contractor").

If this RFP results in a Contract award, the Contract will consist of this RFP, including all attachments, written amendments to this RFP, the Contractor's Proposal, and written, authorized amendments to the Contractor's Proposal. It also will include any materials incorporated by reference in the above documents, any purchase orders, and Change Orders issued under the Contract. The form of the Contract is this one page attachment to the RFP, which incorporates by reference all the documents identified above. The General Terms and Conditions for the Contract are contained in another attachment to the RFP. If there are conflicting provisions among the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
4. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, Change Orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

This Contract has an effective date of the later of _____, 200____, or the occurrence of all conditions precedent specified in the General Terms and Conditions.

TO SHOW THEIR AGREEMENT, the parties have executed this Contract as of the dates below.

CONTRACTOR

SAMPLE – DO NOT FILL OUT

By:

Title: _____

Date: _____

STATE OF OHIO

OFFICE OF INFORMATION TECHNOLOGY

By: Mary F. Carroll

Title: Director, Office of Information Technology
State Chief Information Officer

Date: _____

ATTACHMENT FIVE: SAMPLE DELIVERABLE/MILESTONE SUBMITTAL FORM

Client Name:	[Insert Client Name]
Project Name:	[Insert Project Name]
Contract Number:	[Insert Contract Number]
Deliverable To Be Reviewed or Milestone Attained:	[Insert Deliverable/Milestone Name and WBS Task #]
Date Deliverable Submitted for Review or Milestone Achievement Date:	[Insert Applicable Date]

The [insert Deliverable/milestone name] Deliverable/milestone is complete. This Deliverable/milestone has been completed/attained by [insert Corporate name] in accordance with the requirements specified in the RFP and Project Plan. Please obtain signatures below indicating the compliance of [insert Deliverable/milestone name]. Please obtain all signatures within **XX** calendar days of the Submitted or Achievement Date, above, [insert date XX calendar days from submitted date].

Please contact _____ at XXX-XXX with any questions.

Sincerely,

[Insert Company Name]
[Insert Project Name] Project Manager

Printed Name
Contractor Project Manager
{Same as person signing above}

COMPLIANT:
Deliverable Payment Authorized: Yes No N/A _____

Signature of State JFS Project Representative/Date

NOT COMPLIANT:
Describe reason(s) for non-compliance:
(Continue on back if necessary)

Signature of State JFS Project Representative/ Date Payment Not Authorized

ATTACHMENT SIX: OFFEROR PROFILE SUMMARY

NOTE: The Offeror Profile Summary Forms contained in this Attachment are comprised of three (3) different types of forms. The form types are:

- Attachment Six – A Offeror Mandatory Requirements,
- Attachment Six – B Offeror Requirements, and
- Attachment Six – C Offeror Desirable Qualifications.

Each form of this Attachment may contain minor variations. If an offeror elects to re-create the forms instead of typing the forms using a typewriter, please carefully review each form to ensure that the forms have been re-created accurately.

**ATTACHMENT SIX - A
OFFEROR PROFILE SUMMARY**

OFFEROR MANDATORY REQUIREMENTS

Duplicate this form as necessary to provide sufficient information to provide that the offeror meets the MANDATORY requirement of: Within the last three years, served as the prime Contractor who successfully implemented a certified MMIS system.

Client Name:		Client Contact Name:	
Address:		Phone Number:	
Project Name:	Beginning Date of Experience Month/Year:	Ending Date of Experience Month/Year:	State Transferred from:
<p>Description of services supplied as the prime contractor who successfully implemented a certified MMIS system:</p>			

**ATTACHMENT SIX - A
OFFEROR PROFILE SUMMARY**

OFFEROR MANDATORY REQUIREMENTS

Duplicate this form as necessary to provide sufficient information to provide that the offeror meets the MANDATORY requirement of: The proposed solution must align with MITA architecture. Offerors must describe how the proposed solution meets the following MITA requirements and indicate where in its proposal the system demonstrates meeting these requirements: industry based, open architectural standards; modular components; relational database; Web and real-time processing; rules engine management; data privacy, security, and integrity with access limited by staff role; and interoperable systems that support e-communications and processing between systems.

Description The proposed solution must align with MITA architecture. Offerors must describe how the proposed solution meets the following MITA requirements and indicate where in its proposal the system demonstrates meeting these requirements: industry based, open architectural standards; modular components; relational database; Web and real-time processing; rules engine management; data privacy, security, and integrity with access limited by staff role; and interoperable systems that support e-communications and processing between systems:

**ATTACHMENT SIX - B
OFFEROR PROFILE SUMMARY**

OFFEROR REQUIREMENTS

Duplicate this form as necessary to provide sufficient information to provide that the offeror meets the REQUIREMENT of: Minimum 12 months experience in system integration of internally developed modules or state-of-the-art COTS (such as CRM, EDMS, Web Portal, and Rule-Based Engine).

Client Name:		Client Contact Name:	
Address:		Phone Number:	
Project Name:	Beginning Date of Experience Month/Year:	Ending Date of Experience Month/Year:	System Integrated or COTS implemented:
Description of services in system integration of internally developed modules or state-of-the-art COTS:			

**ATTACHMENT SIX - B
OFFEROR PROFILE SUMMARY**

OFFEROR REQUIREMENTS

Duplicate this form as necessary to provide sufficient information to provide that the offeror meets the REQUIREMENT of: Experience with the transition from large legacy solutions to one with an n-tiered architecture and integrated COTS software as noted above.

Client Name:		Client Contact Name:	
Address:		Phone Number:	
Project Name:	Beginning Date of Experience Month/Year:	Ending Date of Experience Month/Year:	System Integrated or COTS implemented:
Description of services in the transition from large legacy solutions to one with an n-tiered architecture and integrated COTS software as noted above:			

ATTACHMENT SIX - C OFFEROR PROFILE SUMMARY

OFFEROR DESIRABLE QUALIFICATIONS

Duplicate this form as necessary to provide sufficient information to provide that the offeror meets the DESIRABLE REQUIREMENT of: Within the last three years, served as the prime Contractor responsible for using a system development methodology that is defined, documented, and repeatable, consistent with the Software Engineering Institute (SEI) Level 3 or higher Capability Maturity Model (CMM). Certification along with documented evidence thereof is required.

Client Name:	Client Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year
Description of the services provided:		
Name proposed Methodology:		
How does the methodology satisfy the following key process areas?		
Requirements Development:		
Technical Solutions:		
Product Integration:		
Verification:		
Validation:		
Organizational Process Focus:		

Organizational Process Definition:
Organizational Training:
Integrated Project Management:
Risk Management:
Integrated Teaming:
Decision Analysis and Resolution:
Organizational Environment for Integration:

ATTACHMENT SEVEN: OFFEROR / SUBCONTRACTOR PROFILE SUMMARY

This section has been intentionally omitted.

NOTE: The Subcontractor Profile Summary Forms contained in this Attachment are comprised of three different types of forms. The form types are:

- Attachment Seven – A Intentionally Omitted,
- Attachment Seven – B Offeror / Subcontractor Requirements
- Attachment Seven – C Intentionally Omitted.

The offeror should include only the forms applicable to the requirements that are to be provided by the subcontractor.

Each form of this Attachment may contain minor variations. If an offeror elects to re-create the forms instead of typing the forms using a typewriter, please carefully review each form to ensure that the forms have been re-created accurately.

ATTACHMENT SEVEN - B
OFFEROR / SUBCONTRACTOR PROFILE SUMMARY

OFFEROR / SUBCONTRACTOR REQUIREMENTS

Duplicate this form as necessary to provide sufficient information to provide that the offeror meets the REQUIREMENT of: Experience in developing an application using a service oriented architecture that included an enterprise service bus, on a minimum of one project.

Offeror / Subcontractor Experience (Circle One)

Client Name:		Client Contact Name:	
Address:		Phone Number:	
Project Name:	Beginning Date of Experience Month/Year:	Ending Date of Experience Month/Year:	
<p>Description of services in developing an application using a service oriented architecture that included an enterprise service bus :</p>			
<p>Provide detail description of application, including operating system, middleware and any COTS integrated into application.</p>			

ATTACHMENT EIGHT: CONTRACTOR PERFORMANCE FORM

The offeror must provide the following information for the past seven years. Please indicate yes or no in each column.

Yes/No	Description
	The offeror has had a contract terminated for default or cause. If so, the offeror must submit full details, including the other party's name, address, and telephone number.
	The offeror has been assessed any penalties in excess of five thousand dollars (\$5,000.00), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The offeror was the subject of any governmental action limiting the right of the offeror to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The offeror, any officer of the offeror, or any owner of a 20% interest or greater in the offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The offeror, any officer of the offeror, or any owner with a 20% interest or greater in the offeror has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item above is affirmative, the offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an offeror from consideration, at the sole discretion of the State, such an answer and a review of the background details may result in a rejection of the offeror's Proposal. The State will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the offeror's performance on the project, and the best interests of the State.

ATTACHMENT NINE: PERSONNEL PROFILE SUMMARY

NOTE: The Personnel Profile Summary Forms contained in this Attachment are comprised of five different types of forms. The form types are:

- Attachment Nine -- A Candidate References,
- Attachment Nine – B Candidate Education & Training,
- Attachment Nine – C Candidate Mandatory Requirements,
- Attachment Nine – D Candidate Requirements, and
- Attachment Nine – E Candidate Desirable Qualifications.

All or any combination of the form types may be requested for offeror key candidates. There are variations between form types and there may also be variations between the form types for different candidates. If an offeror elects to re-create the forms instead of typing in the forms using a typewriter, **please carefully review each form** to ensure that the forms have been re-created accurately.

**ATTACHMENT NINE - A
PERSONNEL PROFILE SUMMARY**

CANDIDATE REFERENCES

Candidate's Position: _____

Candidate's Name: _____

References. Provide three references for which the proposed candidate has successfully demonstrated meeting the requirements of the RFP on projects of similar size and complexity in the past five years. The name of the person to be contacted, phone number, company, address, brief description of project size and complexity, and date (month and year) of employment must be given for each reference. These references must be able to attest to the candidate's specific qualifications.

The reference given should be a person within the client's organization and not a co-worker or a contact within the offerors organization.

If less than three references are provided the offeror must explain why. The State may disqualify the Proposal if less than three references are given.

Duplicate this form as necessary.

Client:	Client Contact Name:	Client Contact Title:	
Client Address:		Client Contact Phone Number:	
Project Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year	
Description of services provided that are in line with those to be provided as part of this Project:			
Description of how client project size and complexity are similar to this project:			

**ATTACHMENT NINE - B
PERSONNEL PROFILE SUMMARY**

CANDIDATE EDUCATION AND TRAINING

Candidate's Position: _____

Candidate's Name: _____

Duplicate this form as necessary.

Education and Training. This section must be completed to list the education and training of each proposed candidate and must demonstrate in detail the proposed candidate's ability to properly execute the Contract based on the relevance of the education and training to the requirements of the RFP.

EDUCATION AND TRAINING	MONTHS/ YEARS	WHERE OBTAINED	DEGREE/MAJOR YEAR EARNED
College			
Technical School			
Other Training			

**ATTACHMENT NINE - C
PERSONNEL PROFILE SUMMARY**

**CANDIDATE MANDATORY REQUIREMENTS
PROJECT MANAGER**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the MANDATORY REQUIREMENT: A minimum of 60 months full-time experience as the project manager.

Client Name:	Client Contact Name:	Client Contact Title:
Address:		Client Contact Phone Number:
Project Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year
Description of the services provided as the project manager:		

**ATTACHMENT NINE - C
PERSONNEL PROFILE SUMMARY**

**CANDIDATE MANDATORY REQUIREMENTS
PROJECT MANAGER**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the MANDATORY REQUIREMENT: Experience as the project manager on a minimum of two projects that encompassed the full system development life cycle from initiation through post implementation on a large scale project where one of the projects lasted a minimum of 18 months.

Client Name:	Client Contact Name:	Client Contact Title:
Address:		Client Contact Phone Number:
Project Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year
<p>Description of the services provided as the project manager that encompassed the full system development life cycle from initiation through post implementation on a large scale project:</p>		

**ATTACHMENT NINE - C
PERSONNEL PROFILE SUMMARY**

**CANDIDATE MANDATORY REQUIREMENTS
TECHNICAL MANAGER**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the MANDATORY REQUIREMENT: A minimum of 36 months full-time experience as a technical manager for projects involving an enterprise-wide architecture, networking, multiple system integration, hardware and software.

Client Name:	Client Contact Name:	Client Contact Title:
Address:		Client Contact Phone Number:
Project Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year
Description of the services provided as a technical manager for projects involving an enterprise-wide architecture, networking, multiple system integration, hardware and software:		
Provide a description of the system implemented for the referenced project, including description of the enterprise-wide architecture, networking, system integration, hardware and software:		

**ATTACHMENT NINE - C
PERSONNEL PROFILE SUMMARY**

**CANDIDATE MANDATORY REQUIREMENTS
TECHNICAL MANAGER**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the MANDATORY REQUIREMENT: Experience managing a technical team and its activities from inception through completion on a minimum of one project of similar size and complexity.

Client Name:	Client Contact Name:	Client Contact Title:
Address:		Client Contact Phone Number:
Project Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year
<p>Description of the services provided managing a technical team and its activities from inception through completion:</p>		
<p>Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:</p>		

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
PROJECT MANAGER**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Minimum of 12 months of experience as the project manager on a project of similar size and complexity to MITS employing the System Development Methodology being proposed from project initiation through post-implementation including maintenance and support.

Client Name:		Client Contact Name:		Client Contact Title:
Address:			Client Contact Phone Number:	
Project Name:	Beginning Date of Experience: Month/Year	Ending Date of Experience: Month/Year	System Development Methodology Used:	
Description of the services provided as the project manager on a project of similar size and complexity to MITS employing the System Development Methodology being proposed from project initiation through post-implementation including maintenance and support.				
Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:				

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
PROJECT MANAGER**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Management of one project of similar size and complexity to MITS where software documentation was developed and delivered, and complete system turnover and transfer of knowledge was completed.

Client Name:	Client Contact Name:	Client Contact Title:
Address:		Client Contact Phone Number:
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year
Description of the services provided in the management of one project of similar size and complexity to MITS where software documentation was developed and delivered, and complete system turnover and transfer of knowledge was completed:		
Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:		

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
PROJECT MANAGER**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Minimum 24 months public sector experience.

Client Name:	Client Contact Name:	Client Contact Title:	
Address:		Client Contact Phone Number:	
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year	Public Sector where experience occurred (eg. federal, state, etc):
<p>Description of the services provided in the public sector:</p>			

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
PROJECT MANAGER**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience following a standard PM methodology and in using various project management tools (e.g., MS Project Suite, Project Workbench) developing project plans, defining tasks and tracking timelines and resources on a minimum of two projects of similar size and complexity to MITS.

Client Name:	Client Contact Name:	Client Contact Title:	
Address:		Client Contact Phone Number:	
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year	PM Methodology Used / PM tools Used:
<p>Description of the services provided in following a standard PM methodology and in using various project management tools (e.g., MS Project Suite, Project Workbench) developing project plans, defining tasks and tracking timelines and resources on a minimum of two projects of similar size and complexity to MITS:</p>			
<p>Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:</p>			

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY****CANDIDATE REQUIREMENTS
PROJECT MANAGER****Candidate's Name:**

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Minimum 24 months managing a project using the offeror's proposed methodology.

Client Name:	Client Contact Name:	Client Contact Title:	
Address:		Client Contact Phone Number:	
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year	PM Methodology Used:
Description of the services provided managing a project using the offeror's proposed methodology:			

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
PROJECT MANAGER**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience on a minimum of two projects of similar size and complexity to MITS in communication planning and delivery to all project stakeholders.

Client Name:	Client Contact Name:	Client Contact Title:	
Address:		Client Contact Phone Number:	
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year	Identify Project Stakeholders:
Description of the services provided in communication planning and delivery to all project stakeholders:			
Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:			

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY****CANDIDATE REQUIREMENTS
TECHNICAL MANAGER****Candidate's Name:**

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience performing systems development activities as a technical lead over analysis, design, development, and testing on a minimum of two projects of similar size and complexity to MITS.

Client Name:	Client Contact Name:	Client Contact Title:
Address:		Client Contact Phone Number:
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year
Description of the services provided performing systems development activities as a technical lead over analysis, design, development, and testing. Indicate which phases of DDI candidate was responsible for.		
Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:		

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
TECHNICAL MANAGER**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience with the transition from large legacy solutions to one with an n-tiered architecture and integrated COTS software as noted above that was of similar size and complexity to MITS.

Client Name:	Client Contact Name:	Client Contact Title:
Address:		Client Contact Phone Number:
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year
Description of the services provided transitioning from large legacy solutions to one with an n-tiered architecture and integrated COTS.		
Provide a description of the legacy system:		
Provide a description the n-tiered architecture with integrated COTS software. Provide listing of COTS software integrated.		
Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:		

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
TECHNICAL MANAGER**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience using the proposed Systems Development Methodology and tools on a minimum of two projects of similar size and complexity to MITS.

Client Name:	Client Contact Name:	Client Contact Title:
Address:		Client Contact Phone Number:
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year
Description of the services using the proposed Systems Development Methodology and tools:		
Provide a description of the methodology and tools used for the referenced project:		
Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:		

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY****CANDIDATE REQUIREMENTS
TECHNICAL MANAGER****Candidate's Name:**

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience evaluating system architecture solutions that involve integrating multiple systems, Web technologies and COTS software packages for a minimum of two projects of similar size and complexity.

Client Name:	Client Contact Name:	Client Contact Title:
Address:		Client Contact Phone Number:
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year
Description of the services provided evaluating system architecture solutions that involve integrating multiple systems, Web technologies and COTS software packages.		
Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:		

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY****CANDIDATE REQUIREMENTS
TECHNICAL MANAGER****Candidate's Name:**

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience working with business analysts to assure that the technical solution meets business requirements for a minimum of two projects of similar size and complexity to MITS.

Client Name:	Client Contact Name:	Client Contact Title:
Address:		Client Contact Phone Number:
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year
Description of the services provided working with business analyst to assure that the technical solution meets business requirements:		
Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:		

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
TECHNICAL MANAGER**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience using various project management tools for planning and tracking projects on a minimum of two projects of similar size and complexity to MITS.

Client Name:	Client Contact Name:	Client Contact Title:	
Address:		Client Contact Phone Number:	
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year	Project Management Tools Used:
Description of the services provided using various project management tools for planning and tracking projects:			
Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:			

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
TECHNICAL MANAGER**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience with the MITA business architecture and with Service Oriented Architecture.

Client Name:	Client Contact Name:	Client Contact Title:
Address:		Client Contact Phone Number:
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year
Description of the services provided with the MITA business architecture and Service Oriented Architecture:		

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
BUSINESS TRANSFORMATION LEAD**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience developing and implementing successful organizational assessment and transformation plans for a minimum of two projects of similar size and complexity to MITS.

Client Name:	Client Contact Name:	Client Contact Title:
Address:		Client Contact Phone Number:
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year
<p>Description of the services provided developing and implementing successful organizational assessment and transformation plans:</p>		
<p>Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:</p>		

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
BUSINESS TRANSFORMATION LEAD**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience developing and managing successful organizational transformation communication tools, strategies, and plans for a minimum of two projects of similar size and complexity.

Client Name:	Client Contact Name:	Client Contact Title:
Address:		Client Contact Phone Number:
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year
Description of the services provided developing and managing successful organizational transformation communications tools, strategies and plans:		
Provide a description of the communication tools and strategies used for the referenced project:		
Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:		

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
BUSINESS TRANSFORMATION LEAD**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience in structuring and implementing business reengineering plans based on organizational assessment for a minimum of two projects of similar size and complexity to MITS.

Client Name:	Client Contact Name:	Client Contact Title:
Address:		Client Contact Phone Number:
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year
Description of the services provided in structuring and implementing business reengineering plans based on organizational assessment.		
Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:		

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
BUSINESS TRANSFORMATION LEAD**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience in performance measurement and management for a minimum of two projects of similar size and complexity to MITS.

Client Name:	Client Contact Name:	Client Contact Title:	
Address:		Client Contact Phone Number:	
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year	Performance Measurement Tools Used:
Description of the services provided in performance measurement and management:			
Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:			

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY****CANDIDATE REQUIREMENTS
BUSINESS TRANSFORMATION LEAD****Candidate's Name:**

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience in successful deployment of learning management systems and knowledge management transition plans for a minimum of one project of similar size and complexity to MITS.

Client Name:	Client Contact Name:	Client Contact Title:
Address:		Client Contact Phone Number:
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year
Description of the services provided in successful deployment of learning management systems and knowledge management transition plans:		
Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:		

ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY

CANDIDATE REQUIREMENTS BUSINESS TRANSFORMATION LEAD

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience developing, implementing and measuring performance change based on individual and organizational development plans for a minimum of two projects of similar size and complexity to MITS.

Client Name:	Client Contact Name:	Client Contact Title:
Address:		Client Contact Phone Number:
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year
Description of the services provided in developing, implementing and measuring performance change based on individual and organizational development plans:		
Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:		

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY****CANDIDATE REQUIREMENTS
DATA CONVERSION LEAD****Candidate's Name:**

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience managing conversion activities on a minimum of two projects of similar size and complexity to MITS.

Client Name:	Client Contact Name:	Client Contact Title:
Address:		Client Contact Phone Number:
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year
Description of the services provided in managing conversion activities:		
Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:		

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
DATA CONVERSION LEAD**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience performing conversion activities in a technician role (e.g. analysis, design, development) on a minimum of two projects of similar size and complexity to MITS.

Client Name:	Client Contact Name:	Client Contact Title:
Address:		Client Contact Phone Number:
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year
Description of the services provided in performing conversion activities in a technician role (e.g. analysis, design, development):		
Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:		

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
DATA CONVERSION LEAD**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience using data conversion tools and software on a minimum of one project with one or more large relational databases.

Client Name:	Client Contact Name:	Client Contact Title:	
Address:		Client Contact Phone Number:	
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year	Number of Databases:
<p>Description of the services provided in using data conversion tools and software on a minimum of one project with one or more large relational databases:</p>			
<p>Conversion Tools and Software Used:</p>			

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
DATA CONVERSION LEAD**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience with analysis, design, and implementation of relational databases on a minimum of one project of similar size and complexity to MITS.

Client Name:	Client Contact Name:	Client Contact Title:
Address:		Client Contact Phone Number:
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year
<p>Description of the services provided in design, and implementation of relational databases:</p>		
<p>Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:</p>		

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
DATA CONVERSION LEAD**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience using various project management tools for planning and tracking projects on a minimum of two projects of similar size and complexity to MITS.

Client Name:	Client Contact Name:	Client Contact Title:	
Address:		Client Contact Phone Number:	
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year	Project Management Tools Used:
Description of the services provided in using various project management tools for planning and tracking projects:			
Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS			

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
IMPLEMENTATION/TRANSITION LEAD**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience in planning and managing the implementation and transition to a client/customer of at least one system of similar size and complexity to MITS.

Client Name:	Client Contact Name:	Client Contact Title:
Address:		Client Contact Phone Number:
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year
Description of the services provided in planning and managing the implementation and transition to a client/customer:		
Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:		

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
IMPLEMENTATION/TRANSITION LEAD**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience in risk assessment, mitigation and contingency planning to assure business and system continuity during the implementation / transition on a minimum on one project of similar size and complexity to MITS.

Client Name:	Client Contact Name:	Client Contact Title:
Address:		Client Contact Phone Number:
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year
Description of the services provided in risk assessment, mitigation and contingency planning to assure business and system continuity during the implementation / transition:		
Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:		

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
IMPLEMENTATION/TRANSITION LEAD**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience on a minimum of one project of similar size and complexity to MITS in communicating and working with client staff during implementation and transition to assure that training, data conversion, site preparation, help desk service, user and system supports, external system integration, system documentation and all other activities are completed successfully.

Client Name:	Client Contact Name:	Client Contact Title:
Address:		Client Contact Phone Number:
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year
<p>Description of the services provided in communicating and working with client staff during implementation and transition to assure that training, data conversion, site preparation, help desk service, user and system supports, external system integration, system documentation and all other activities are completed successfully:</p>		
<p>Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:</p>		

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
IMPLEMENTATION/TRANSITION LEAD**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience using various project management tools for planning and tracking projects on a minimum of two projects of similar size and complexity to MITS.

Client Name:	Client Contact Name:	Client Contact Title:	
Address:		Client Contact Phone Number:	
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year	Project Management Tools Used:
Description of the services provided in using various project management tools for planning and tracking projects:			
Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:			

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
TRAINING LEAD**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience in developing and implementing a training plan based on staff competency assessment by roles on a minimum of one project of similar size and complexity to MITS.

Client Name:	Client Contact Name:	Client Contact Title:
Address:		Client Contact Phone Number:
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year
Description of the services provided in developing and implementing training plan based on staff competency assessment by roles:		
Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:		

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
TRAINING LEAD**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience in preparing and delivering formal training, coaching, and competency assessment in the past 12 months on a project similar in size and complexity to MITS.

Client Name:	Client Contact Name:	Client Contact Title:
Address:		Client Contact Phone Number:
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year
<p>Description of the services provided in preparing and delivering formal training, coaching, and competency assessment:</p>		
<p>Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:</p>		

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
TRAINING LEAD**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience in developing competency assessment tools and conducting assessments as defined in Task 2 on a minimum of one project similar in size and complexity to MITS.

Client Name:	Client Contact Name:	Client Contact Title:
Address:		Client Contact Phone Number:
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year
Description of the services provided in developing competency assessment tools and conducting assessments as defined in Task 2:		
Identify deliverables similar to those described in Task 2, that were produced for the referenced project:		
Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:		

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
TRAINING LEAD**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience in developing on-line accessible training course curricula and resources in the past 12 months on a project of similar size and complexity to MITS.

Client Name:	Client Contact Name:	Client Contact Title:
Address:		Client Contact Phone Number:
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year
Description of the services provided in developing on-line accessible training course curricula and resources:		
Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:		

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
TRAINING LEAD**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience in providing training tools and techniques for the knowledge and skills required in a system of similar size and complexity.

Client Name:	Client Contact Name:	Client Contact Title:
Address:		Client Contact Phone Number:
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year
Description of the services provided in providing training tools and techniques for the knowledge and skills required in a system of similar size and complexity:		
Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:		

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
TRAINING LEAD**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience in developing the tools, training, techniques and technical assistance resources for staff and providers in a project of similar size and complexity to MITS.

Client Name:	Client Contact Name:	Client Contact Title:
Address:		Client Contact Phone Number:
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year
Description of the services provided in developing the tools, training, techniques and technical assistance resources for staff and providers:		
Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:		

**ATTACHMENT NINE - D
PERSONNEL PROFILE SUMMARY**

**CANDIDATE REQUIREMENTS
TRAINING LEAD**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the REQUIREMENT: Experience using various project management tools for planning and tracking projects on a minimum of two projects of similar size and complexity to MITS.

Client Name:	Client Contact Name:	Client Contact Title:	
Address:		Client Contact Phone Number:	
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year	Project Management Tools Used:
Description of the services provided in using various project management tools for planning and tracking projects:			
Provide a description of how the system implemented for the referenced project is similar and size and complexity to MITS:			

**ATTACHMENT NINE - E
PERSONNEL PROFILE SUMMARY**

**CANDIDATE DESIRABLE QUALIFICATIONS
BUSINESS TRANSFORMATION LEAD**

Candidate's Name:

Duplicate this form as necessary to provide sufficient information to provide that the candidate meets the DESIRABLE REQUIREMENT: Experience with healthcare program projects.

Client Name:	Client Contact Name:	Client Contact Title:
Address:		Client Contact Phone Number:
Project Name:	Beginning Date of Experience: Month / Year	Ending Date of Experience: Month / Year
Description of the services provided in developing the tools, training, techniques and technical assistance resources for staff and providers:		

ATTACHMENT TEN: SDLC OVERVIEW

Use one sheet (or set of sheets) for each SDLC Phase proposed by the Offeror.

Additional sheets may be added, if needed, to incorporate all the activities, milestones, and Deliverables and related descriptions.

SDLC Phase: _____

List SDLC Phase activities and milestones:

Provide a description for each of the SDLC Phase activities and milestones listed above, referencing how all the Project requirements in the RFP will be addressed.

List SDLC Phase Deliverables:

Provide a description for each of the SDLC Phase Deliverables listed above, referencing how all the Project requirements in the RFP will be addressed.

ATTACHMENT ELEVEN – HIPAA BUSINESS ASSOCIATE AGREEMENT

DEPARTMENT OF JOB AND FAMILY SERVICES HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into by and between the State of Ohio, Department of Job and Family Services (hereinafter “ODJFS”) and _____, (hereinafter “CONTRACTOR”).

- I. Definitions. The definitions contained in this Agreement are derived from federal law. Should there be any conflict between the meanings assigned in this Agreement and the meanings defined in applicable federal law (even in the event of future amendments to law that create such conflict), the definitions found in federal law shall prevail.
 - A. “HIPAA” means the Health Insurance Portability and Accountability Act of 1996.
 - B. “Covered Entity” means a health plan, a health care clearinghouse, or health care provider. (45 C.F.R. 160.103)
 - C. “Business Associate” means a person or entity that, on behalf of the Covered Entity, performs or assists in the performance of a function or activity that involves the use or disclosure of “Protected Health Information.” (45 C.F.R. 160.103)
 - D. “Protected Health Information” (hereinafter “PHI”) means information received from or on behalf of a Covered Entity that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 C.F.R. 164.501 and any amendments thereto. (45 C.F.R. 164.501)
- II. CONTRACTOR acknowledges that ODJFS through its Office of Ohio Health Plans is a Covered Entity under HIPAA. CONTRACTOR further acknowledges that CONTRACTOR is a Business Associate of ODJFS, and, in carrying out the work described in this Agreement, the CONTRACTOR agrees to comply with all of the following provisions:
 - A. Permitted Uses and Disclosures. The CONTRACTOR shall not use or disclose PHI except as provided in this Agreement or as otherwise required under HIPAA regulations or other applicable law.
 - B. Safeguards. CONTRACTOR shall use appropriate safeguards to protect PHI against use or disclosure not provided for by this Agreement.
 - C. Reporting of Disclosures. The CONTRACTOR shall promptly report to ODJFS any knowledge of uses or disclosures of PHI that are not in accordance with this Agreement or applicable law. In addition, the CONTRACTOR shall mitigate any adverse effects of such a breach of confidentiality to the greatest extent possible.
 - D. Agents and Subcontractors. CONTRACTOR shall ensure that all its agents and subcontractors that receive PHI from or on behalf of the CONTRACTOR and/or ODJFS agree to the same restrictions and conditions that apply to CONTRACTOR with respect to the use or disclosure of PHI.
 - E. Accessibility of Information. The CONTRACTOR shall make available to ODJFS such information as ODJFS may require to fulfill its obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 C.F.R. 164.524 and 164.528 and any amendments thereto.
 - F. Amendment of Information. The CONTRACTOR shall make PHI available to ODJFS so that ODJFS may fulfill its obligations pursuant to HIPAA to amend the information. As directed by ODJFS, CONTRACTOR shall also incorporate any amendments into the information held by the CONTRACTOR and shall ensure incorporation of any such amendments into information held by CONTRACTOR’S agents or subcontractors.

- G. Disclosure. The CONTRACTOR shall make available to ODJFS and to the Secretary of the U.S. Department of Health and Human Services any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from ODJFS, or created or received by the CONTRACTOR on behalf of ODJFS. Such access is for the purpose of determining ODJFS' compliance with HIPAA, regulations promulgated by the United States Department of Health and Human Services, and any amendment thereto.
- H. Material Breach. In the event of material breach of CONTRACTOR obligations under this Agreement, ODJFS may immediately terminate this Agreement. Termination of this Agreement shall not affect any provision of this Agreement which, by its wording or its nature, is intended to remain effective and to continue to operate after termination.
- I. Return or Destruction of Information. Upon termination of this Agreement and at the request of ODJFS, the CONTRACTOR shall return to ODJFS or destroy all PHI in CONTRACTORS possession stemming from this Agreement, and shall not keep copies of the PHI except as requested by ODJFS or required by law. If the CONTRACTOR, its agent(s), or subcontractor(s) destroy any PHI, then the CONTRACTOR will provide to ODJFS documentation evidencing such destruction. Any PHI retained by the CONTRACTOR shall continue to be extended the same protections set forth in this Section and HIPAA regulations for as long as it is maintained.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the Director of the Ohio Department of Job and Family Services.

Name of contractor

ODJFS

Signature (Blue Ink Please)

Barbara E. Riley, Director
Ohio Department of Job and Family Services

Printed Name

ATTACHMENT TWELVE: COST SUMMARY

The Scope of Work and Contractor's Fee Structure are based on the completion and acceptance of defined deliverables, however the Cost Summary requires each offeror to price the project for each sub-process defined in the requirements and training.

For the purposes of Attachment 3: General Terms and Conditions, the term "not to exceed" will include the not to exceed fixed price for design, development, and implementation (DDI) and training, the cost of maintenance and enhancement and 10% of the total evaluation cost identified in the modification pool.

Sub-Process	Price
Business Infrastructure	
Medicaid Portal	\$
EDMS	\$
MITS User Screens	\$
MITS Report Access and Delivery	\$
Rule-Based Engine	\$
Medicaid MMIS Compliance	\$
Disaster Recovery and Contingency Planning	\$
Notification and Alerts	\$
General System Performance Expectations	\$
Member Services	
Consumer Eligibility and Enrollment	\$
Coordination of Benefits (COB) / Third Party Liability (TPL)	\$
Managed Care Programs Membership	\$
Special Enrollment	\$
County CDJFS	\$
Benefits and Service Administration	
Benefit Packages	\$
Claims Pricing	\$
Pharmacy	\$
EPSDT	\$
Reference File	\$
Drug Rebate	\$
Benefit / Coverage Pre-Determination	\$
Customer Relationship Management	
General MITS CRM System	\$
Consumer Interface	\$
Provider Interface	\$
Provider Enrollment / Maintenance	\$
Contract Management	
Managed Care Plan Provider Agreements	\$
Sub-recipient State Agency Contracts	\$
ODJFS Administered HCBS Waive Case Management Contracts	\$
Financial Management	
Ohio Administrative Knowledge System (OAKS) Integration	\$
Budget Management and Analysis/Revenue Management	\$
Accounts Receivable (AR)	\$
Accounts Payable (AP)	\$
Federal Reporting	\$
Cost Reports / Settlements	\$
Inter-agency Transactions	\$
Transactions, Claims, and Encounters	
Healthcare and Business Transactions	\$
Claims Submission	\$
Claims / Encounters Adjudication	\$
Claims Adjustments	\$
Premium Payment	\$

Encounter Data	\$
Alternative Delivery System Model	\$
Quality Management	
Provider Performance Management	\$
Quality Assurance	\$
Consumer Health and Safety	\$
Consumer Satisfaction	\$
Provider Satisfaction	\$
Case Management	\$
Business Intelligence	
External Reporting	\$
Operational / Administrative Reporting – Cost / Benefit	\$
Program Analysis and Development	\$
Program Integrity	
Provider Utilization Management / FWAP	\$
Consumer Utilization / FWAP	\$
Retrospective Drug Utilization Review	\$
Sub-recipient State Agency Reviews	\$
Provider State Hearing Rights	\$
Privacy and Security	
Privacy Requests Management	\$
Security Management	\$
Training	
DDI Training	\$
MMIS Operations Training	\$
Not to Exceed Fixed Cost for Design, Development and Implementation (DDI) and Training	\$

After implementation, JFS will require maintenance and Enhancement services. At the beginning of each fiscal year JFS will determine the level of maintenance and enhancement services required. Each offeror is to quote a blended rate based on 40,000; 50,000; and 60,000 yearly man hours. The sum of the prices at each level will be averaged and included in the Total Evaluation Cost.

Task 11 Maintenance and Enhancement	Blended Rate	Yearly Man Hours	Yearly Cost
Maintenance and Enhancement	\$	40,000	\$
	\$	50,000	\$
	\$	60,000	\$
	Sum of all levels of services		\$
	Divide the sum by 3 = Average		\$
	Average Maintenance and Enhancement multiplied by 4 years = Average Contract Maintenance and Enhancement Price.		\$

Not to Exceed Cost for DDI and Training	\$
Average Contract Maintenance and Enhancement	\$
Total Evaluation Cost	\$

In addition to providing fixed prices that comprise the Total Evaluation Cost, the Contractor must provide a blended hourly rate for the IT staff needed to implement and support any mod pool changes required by JFS. This blended hourly rate must also be used for changes that do not fall within the scope of the mod pool. The mod pool is described in Task 1 of the RFP.

Modification Pool Blended Hourly Rate \$_____