

## REQUEST FOR PROPOSALS

RFP NUMBER: CSP900919  
INDEX NUMBER: MAC001  
UNSPSC CATEGORY: 80100000 and 85100000

The State of Ohio, through the Department of Administrative Services, Office of Procurement Services, for the Department of Medicaid, is requesting proposals for:

**THIS SOLICITATION CONTAINS AN EMBEDDED MINORITY SET-ASIDE COMPONENT**

Ohio Home Care Waiver Program Case Management

RFP ISSUED: February 28, 2018  
INQUIRY PERIOD BEGINS: February 28, 2018  
INQUIRY PERIOD ENDS: April 4, 2018 at 8:00 a.m.  
PROPOSAL DUE DATE: April 11, 2018 by 1:00 p.m.

Proposals received after the due date and time will not be evaluated.

OPENING LOCATION: Department of Administrative Services  
Office of Procurement Services  
ATTN: Bid Desk  
4200 Surface Rd.  
Columbus, OH 43228-1395

Offerors must note that all proposals and other material submitted will become the property of the state and may be returned only at the state's option. Proprietary information should not be included in a proposal or supporting materials 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 award of the contract has been posted on the State Procurement Web site. Refer to the Ohio Administrative Code, Section 123:5-1-08 (E).

**This RFP consists of five (5) parts, eleven (11) attachments, and ten (10) supplements totaling 88 consecutively numbered pages. Please verify that you have a complete copy.**

## PART ONE: EXECUTIVE SUMMARY

**PURPOSE.** This is a Request for Competitive Sealed Proposals (RFP) under Section 125.071 of the Ohio Revised Code (ORC) and Section 123:5-1-08 of the Ohio Administrative Code (OAC). The Department of Administrative Services (DAS), Office of Procurement Services, on behalf of the Department of Medicaid (the Agency), is soliciting competitive sealed proposals (Proposals) for Ohio Home Care Waiver Program Case Management and Specialized Recovery Services Recovery Management and this RFP is the result of that request. If a suitable offer is made in response to this RFP, the State of Ohio (State), through DAS, may enter into a contract (the Contract) to have the selected Offeror (the Contractor) perform all or part of the Project (the Work). This RFP provides details on what is required to submit a Proposal for the Work, 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 06/30/2020. The State may solely renew this Contract at the discretion of DAS for a period of one month. Any further renewals will be by mutual agreement between the Contractor and DAS for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed four (4) years and are subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. DAS may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of the Agency.

Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance of the Project may result in DAS refusing to consider the Proposal of the Offeror.

**BACKGROUND.** The RFP is being released for the purpose of engaging one or more Contractors per region whose primary purpose is to provide case management and Specialized Recovery Services for the Project, which is administered and operated by the Agency. All Contractors must be experienced in providing community long-term care case management services to children, adults and seniors who have disabilities, are chronically ill, and/or have medically complex conditions. The Contractor shall support the Agency's efforts by assisting in the implementation and management of these home and community-based programs and interfacing with individuals and providers at the local level to ensure individuals' health and welfare. The Contractors' responsibilities will include, but not be limited to clinical and program management functions.

As the single-state Medicaid agency, the Agency has oversight responsibility for all expenditures using Medicaid as a source of funding. The Agency's Bureau of Clinical Operations (Bureau), will administer this Contract. The Bureau implements, manages and oversees high quality, cost-effective and accessible home and community-based programs for qualifying individuals. The Bureau is specifically responsible for state-level supervision and oversight of one home and community-based service waiver (the Ohio Home Care Waiver) and the Specialized Recovery Services Program.

Currently, more than 3,000 personal care aides, 1,700 registered nurses/licensed practical nurses, and almost 60 home care attendants are enrolled as non-agency home care providers for the Agency-administered home and community-based waiver programs. Approximately 760 home health agencies and 550 ancillary providers (e.g., adult day care, emergency response service, supplemental transportation, therapy, out-of-home respite, home modification, and adaptive/assistive equipment) serve individuals in the programs.

The Agency has developed and operates several community-based programs including, but not limited to the HOME Choice, (Money Follows the Person) Program, the Balancing Incentive Program (BIP), and MyCare Ohio. These programs are described in greater detail below. Other initiatives may be developed over the life of this Contract.

**MULTIPLE AWARD CONTRACT.** This bid is issued to establish a Multiple Award Contract (MAC). A MAC is a contract made with more than one supplier of the same or similar types of supplies or services at varying prices for delivery within the same geographic area. The state's obligations under a MAC are subject to the Ohio Controlling Board's continuing authorization to use the MAC program authorizing the use of Multiple Award Contracts.

**OHIO HOME CARE WAIVER PROGRAM.** The Agency is currently responsible for state level administration and supervision of one home and community-based fee-for-service waiver that serves individuals in all of Ohio's 88 counties. The Ohio Home Care Waiver, created in 1998, serves individuals age 0 through 59 years who have been determined to have a nursing facility level of care (intermediate or skilled). The waiver offers a wide range of services (including but not limited to nursing, personal care aide, home modifications and supplemental adaptive/assistive devices, etc.) to individuals to prevent or delay institutional placement or to improve an individual's independence. As of February 2018, approximately 5,500 individuals are currently being served by the Ohio Home Care Waiver and it is authorized to serve as many as 8,000 in SFY 2018. Of those served, 1,200 are in the Cincinnati region, 1,700 are in the Columbus region, 1,300 are in the Cleveland region, and 1,300 are in the Marietta region. The highest concentration of individuals reside in urban areas. Approximately 12 percent are under the age of 22 and 89 percent are between the ages of 22 and 59. Individuals have diverse conditions and a range of acuity levels. The Ohio Home Care Waiver is approved for operation through June 30, 2021.

**SPECIALIZED RECOVERY SERVICES PROGRAM.** The federal government requires Home and Community-Based Services (HCBS) programs to ensure the health and welfare of each individual; it is also the fundamental goal of the relationship among the Ohio Department of Medicaid, the Contractors, and the Provider Oversight Contractor. In order to better meet the needs of individuals with severe and persistent mental illness (SPMI) and Diagnosed Chronic Conditions (DCC), Ohio has used options available through its Medicaid program to create the Specialized Recovery Services Program (SRSP). This program offers HCBS that are person-centered, recovery-oriented, and aimed at supporting individuals in the community. SRSP modernizes and improves the delivery of mental health and DCC services to better meet the needs of those currently eligible, but also builds a foundation to ensure a robust continuum of supports and evidence-based options will be available in the future. Specialized Recovery Services Program is not a one size fits all program and is individualized for each individual's needs and goals in the program. Individuals in SRSP have the key voice, with support as needed, in directing, planning and service delivery, and indicating who they want to be involved. Person-centered services are delivered pursuant to a written person-centered plan of care, called a Person-Centered Services Plan that is developed through a process led by the individual, including people he or she has chosen to participate. Specialized Recovery Services Program services can be offered in community-based settings (e.g., individual's own home), as well as residential, employment, and day settings to help individuals live in the most integrated setting possible. All residential services must have home-like characteristics and may not be institutional in nature. For individuals receiving other Medicaid services, SRSP provides strong links between systems to ensure a comprehensive and coordinated approach to services.

**HOME CHOICE (MONEY FOLLOWS THE PERSON) PROGRAM.** The result of a federal Money Follows the Person grant, HOME Choice offers individuals in institutions the services and supports they need to move out of institutions and into community settings. This program was built on existing long-term services and supports in collaboration with sister state agencies. Services wrap around and fill gaps in current qualified Home and Community-Based Services programs. Services include but are not limited to pre-transition coordination and community transition services. Ohio's successful implementation of HOME Choice has resulted in the transition of more than 10,000 individuals into the community since the program's inception in 2009.

The Contractor(s) awarded hereunder shall agree to also enter into a separate provider agreement to serve as a HOME Choice Pre-Transition Case Management Agency. The State will supply the provider agreement form to the awarded Contractor(s). An example of the current provider agreement can be found in Supplement Eight.

"Transition coordinators," which are unique to the HOME Choice program, work with the HOME Choice Pre-Transition Case Management Agency's case manager and the discharge planning team (facility discharge planner, social workers, case managers, family, guardian, individual, HOME Choice transition coordinator, etc.) to facilitate an individual's transition out of the institution by helping the individual locate housing, purchase materials and supplies for community living and connect with community services and supports. As a HOME Choice Pre-Transition Case Management Agency, the Contractor will work closely with the HOME Choice Transition Coordinator. As a HOME Choice Pre-Transition Case Management Agency, the Contractor's role will end at the time of discharge into the community and enrollment onto HOME Choice.

Enrollment onto HOME Choice occurs once the individual begins living in the community. At the time of a waiver program individual's enrollment onto HOME Choice, the Contractor will provide waiver case management services and HOME Choice case management services. Case management involves collaborative process of assessing, planning, facilitating and advocating for options and services to meet the individual's health needs. It is described in greater detail in Attachment One, Part One.

**OHIO BENEFITS LONG-TERM SERVICES AND SUPPORTS (OBLTSS).** Ohio was approved in June of 2013 to participate in the Balancing Incentive Program (BIP), a Federal program created by the Affordable Care Act. The goal of BIP was to provide greater access to home and community-based services (HCBS), and to balance the amount of funds spent on HCBS with the amount spent on facility-based care. Ohio implemented its BIP system, known as Ohio Benefits Long-Term Services and Supports (OBLTSS) in October 2017. OBLTSS consists of three components: physical locations, a toll-free phone line, and an information and referral website. The physical locations are known as OBLTSS agencies, and they serve individuals of any age, need, or disability type (e.g., older adults, people with a physical disability, people with an intellectual or developmental disability, people with behavioral health needs, etc.). Individuals can approach any of the OBLTSS agencies to determine service needs. OBLTSS agencies perform LTSS screening services through a long-term services and supports questionnaire and provide support navigation services by making referrals and assisting individuals in getting connected with the services and supports they need.

The Contractors awarded hereunder shall agree to enter into a separate provider agreement to perform this role as an OBLTSS agency, the terms and conditions of which are delineated in Supplement Eight.

**MANAGED CARE.** The Ohio Department of Medicaid contracts with private managed care plans to provide health care coverage to most Ohio Medicaid beneficiaries (86 percent in December 2016). Managed care plans are health insurance companies that are licensed by the Ohio Department of Insurance and have a provider agreement with the Ohio Department of Medicaid to provide coordinated health care to Medicaid beneficiaries. These managed care plans work with hospitals, doctors and other health care providers to coordinate care and to provide health care services to their enrolled Medicaid members. The majority of Ohio's Medicaid population is required to enroll in a managed care plan. Most individuals on home- and community-based Medicaid waivers and most individuals living in nursing homes are excluded from Medicaid managed care, with the exception of adults in the Medicaid expansion eligibility group. Individuals who are also eligible for both Medicare

and Medicaid are excluded from Medicaid managed care, unless they meet the eligibility criteria for the MyCare Ohio demonstration. Contractors will be responsible for collaboration on care coordination with managed care plans for shared individuals.

MYCARE OHIO (INTEGRATED CARE DELIVERY SYSTEM). MyCare Ohio, is a demonstration program that comprehensively manages the full continuum of Medicare and Medicaid benefits, including long-term services and supports, for dual-eligible individuals. MyCare Ohio includes a managed long-term care demonstration waiver administered by the Agency's Office of Managed Care. The MyCare Ohio Waiver operates in 29 counties and serves individuals with a nursing facility level of care. More than 23,000 individuals age 18 and older receive services through the MyCare Ohio Waiver. The Contractors will be responsible for ensuring the seamless transition of individuals who are dually eligible for Medicare and Medicaid, living in the 29 applicable counties, from the Ohio Home Care Waiver into the MyCare Ohio Waiver. Contractors will be responsible for collaboration on care coordination with managed care plans for shared individuals.

ALIGNMENT OF NF BASED LOC WAIVERS. The Ohio Department of Medicaid and the Ohio Department of Aging are continuing the incremental alignment of the core functions of waiver operations. The State will continue to identify the policies, procedures, and processes that can be modified to promote a consistent experience for individuals enrolled on the waivers, improve health outcomes, and increase administrative efficiencies. The Contractor will be expected to participate in stakeholder work related to waiver alignment. Contractor must be able to implement changes related to alignment of work within thirty (30) days, or on a mutually agreeable time frame, at the State's discretion.

STATE PLAN HOME HEALTH SERVICES. State Plan home health services are available to individuals enrolled on Medicaid with a medical need and doctor's orders. State Plan home health services are provided by Medicare-certified home health agencies. State Plan home health services include nursing, aide, and skilled therapies. The Contractor will assist individuals with linkage and referral for State-Plan Home Health Services and will coordinate those services as a part of the Person-Centered Services Plan.

PRIVATE DUTY NURSING SERVICES. Private Duty Nursing (PDN) services are State Plan Benefits through which medically necessary, continuous, and complex nursing services are provided by a licensed nurse in a home setting to individuals enrolled in Medicaid. Continuous nursing care is defined as more than four hours but fewer than 12 hours per visit. PDN services must be prior authorized by the Agency for individuals not enrolled in a waiver program. The Agency or its designee determines eligibility for PDN in addition to the amount, scope, and duration of services. PDN services may be provided by a Medicare-certified home health agency, other accredited agency or by non-agency licensed nurses. PDN must be authorized by the Contractor as a part of the Person-Centered Services Plan for an individual enrolled on an Agency waiver program.

STATE PLAN RN ASSESSMENT AND RN CONSULTATION SERVICES. A "registered nurse (RN) assessment" is the Medicaid service performed by an RN pursuant to Rule 5160-12-08 of the Ohio Administrative Code. RN Assessment services are subject to orders written by the treating physician and conducted prior to the initiation of service and/or prior to changes in an individual's current service package when there is a significant change in individual's condition including improvement or decline in the individual's condition. Services subject to RN assessment include: home health services, PDN, waiver nursing, personal care services (provided by an accredited or certified agency), and HOME Choice nursing services. An "RN consultation" is a face-to-face or telephone contact between a directing RN and a licensed practical nurse (LPN) when an individual experience's a significant change in his or her health condition that necessitates a change in the existing interventions the LPN must perform during a nursing service visit, and that will result in a change in the individual's plan of care. The RN consultation does not replace routine direction and supervision provided by an RN to an LPN where evidence of significant change does not exist, and/or does not necessitate a change in the LPN's intervention or the individual's plan of care. Both services are Medicaid reimbursable services as of July 2015.

HOSPICE SERVICES. The Agency has a hospice program that offers end-of- life care provided by health professionals and volunteers. Hospice care is an approach to caring for terminally ill individuals that stresses palliative care as opposed to curative care. It incorporates a team approach to meet the individual's physical, psychological, social, and spiritual needs, as well as the psychosocial needs of the individual's family. Changes were made to the Medicaid Hospice Program in 2015, permitting individuals enrolled on a Home and Community- Based Services waiver to concurrently enroll in hospice. Additionally, discharge requirements were changed to allow an individual to re-elect hospice after revocation, for the remaining days in the revoked benefit period. The Contractor will assist individuals with linkage and referral to Hospice Services and providers and will coordinate those services as a part of the Person-Centered Services Plan.

CONVERSION FROM 209b TO 1634 MEDICAID ELIGIBILITY. As part of the Ohio Benefits implementation, Ohio sought and received CMS approval of a state plan amendment to adopt criteria authorized in section 1634 of the Social Security Act that allow for a single disability determination to be used for Medicaid and Supplemental Social Security income (SSI). The income standard was raised from 64 percent of the federal poverty level (FPL), to the Federal Benefit Rate (FBR) and the resource limits were raised from \$1,500 to \$2,000 for an individual and from \$2,250 to \$3,000 for a couple. People on SSI are automatically eligible for Medicaid and do not have to apply separately and additionally through their county agency. Spend down was eliminated, bringing a substantial reduction of burden for county agencies and for Medicaid recipients. Duplicative disability operations were eliminated at the state level.

As a 1634 state with no spend down, Ohio must provide for qualifying income trusts (QIT), referred to as Miller Trusts, for people with incomes above the Special Income Limit (SIL), which was \$2,205 in 2017 and \$2,250 in 2018. A Miller Trust is a legal structure that allows income in excess of the eligibility limit for Medicaid institutional and HCBS waiver services to be disregarded. An individual must place the portion of his or her monthly income that is greater than the current standard into the trust. Individuals may apply certain deductions to these funds, and the remaining amount in the trust is paid to the institution or health care providers. On a monthly basis, Miller Trust funds are applied toward the cost of care, and Medicaid pays for the care not funded by the trust. Upon the recipient's death, any and all funds remaining in the Miller Trust, up to the total cost of care, are paid to Medicaid. There is a onetime cost to set up a Miller Trust and an annual cost to maintain the Trust. Contractors will be required to provide education and linkage for those individuals who are identified as potentially benefiting from the establishment of a Miller Trust in order to maintain their Medicaid eligibility. That linkage will likely be to a designated entity who will assist the individual with establishing a Miller Trust. Automated Health Systems (AHS) was awarded this contact to help individuals set up a QIT.

**OBJECTIVES.** The State's objective is to secure a Contractor to perform the Project on behalf of the Agency in accordance with the terms, conditions, and laws related to the Ohio Home Care Waiver program, the Specialized Recovery Services Program, the HOME Choice Demonstration Program, the Balancing Incentive Program, the MyCare Ohio demonstration and any future initiatives related to the delivery of Home and Community-Based Services. It will be the selected Contractor's obligation to ensure that the personnel the Contractor provides are qualified to perform their portions of the Project.

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

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

**SHELTERED SOLICITATION.** In seeking solicitations from Ohio certified MBE subcontractors, the Offeror must:

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

**MBE Subcontractor Plan.** Offeror's proposal must include an Ohio certified MBE subcontractor plan (Plan). The Plan must (a) state the specific percentage of the cost of the Work that it will set aside for Ohio certified MBE subcontractors only which must equal, at a minimum, 15% of the cost of the contract; (b) include a description of a competitive process used for the selection of Ohio certified MBE subcontractors to which only Ohio certified MBEs may respond; and (c) identification of proposed portions of the Work to be performed by Ohio certified MBE subcontractors.

To search for Ohio certified MBE businesses, utilize the following search routine published on the DAS Equal Opportunity Division website:

1. Select "Locate MBE Certified Providers" as the EOD Search Area selection;
2. Select "MBE Certified Providers" link;
3. On the subsequent screen select "All Procurement Types" as a search criterion;
4. Select "Search"; and
5. A list of Ohio MBE Certified Service Providers will be displayed.

In seeking solicitations from Ohio certified MBE businesses, the Offeror must:

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

After award of the RFP, the Contractor must submit monthly progress reports and/or form to the agency representative or designee, and a copy to the DAS Procurement Analyst, documenting the work performed by and payments made to the MBE subcontractor(s). This RFP provides details on the report(s) and/or form and the timing on filing.

CALENDAR OF EVENTS. The schedule for the Project is given below and is subject to change. DAS may change this schedule at any time. If DAS changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Web site area for this RFP. The Web site announcement will be followed by an addendum to this RFP, also available through the State Procurement Web site. After the Proposal due date and before the award of the Contract, DAS will make scheduled changes through the RFP addendum process. DAS will make changes in the Project schedule after the Contract award through the change order provisions located in the general terms and conditions of the Contract. It is each prospective Offeror's responsibility to check the Web site question and answer area for this RFP for current information regarding this RFP and its calendar of events through award of the Contract. No contact shall be made with agency/program staff until contract award is announced.

DATES:

Firm Dates

RFP Issued:	February 28, 2018
Inquiry Period Begins:	February 28, 2018
Inquiry Period Ends:	April 4, 2018, 2018 at 8:00 a.m.
Proposal Due Date:	April 11, 2018, by 1:00 p.m.

Estimated Dates

Contract Award Notification:	TBD
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NOTE: These dates are subject to change.

There are references in this RFP to the Proposal due date. Prospective Offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time (Columbus, OH local time) that the Proposals are due.

Proposals received after 1:00 p.m. on the due date will not be evaluated.

PART TWO: STRUCTURE OF THIS RFP

ORGANIZATION. This RFP is organized into five (5) parts, eleven (11) attachments and ten (10) supplements. The parts and attachments are listed below.

PARTS:

Part One	Executive Summary
Part Two	Structure of this RFP
Part Three	General Instructions
Part Four	Evaluation of Proposals
Part Five	Award of the Contract

ATTACHMENTS:

Attachment One	Work Requirements and Special Provisions
Part One	Work Requirements
Part Two	Special Provisions
Attachment Two	Requirements for Proposals
Attachment Three	General Terms and Conditions
Part One	Performance and Payment
Part Two	Work & 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	Contract
Attachment Five	Offeror Profile Summary
5-A	Offeror Profile Form
5-B	Offeror Prior Project Form
5-C	Offeror Prior Project Form
5-D	Offeror Prior Project Form
Attachment Six	Offeror References
Attachment Seven	Offeror's Candidate Summary
7-A	Offeror's Candidate References
7-B	Offeror's Candidate Education, Training, Licensure, and Certifications
7-C	Offeror's Candidate Experience
Attachment Eight	Offeror Performance Form
Attachment Nine	Cost Summary Form
Attachment Ten	Ohio Department of Medicaid Business Associate Agreement
Attachment Eleven	Minority Business Enterprise Plan

SUPPLEMENTS:

Supplement One	Additional Requirements for the Creation and Maintenance of Electronic Records
Supplement Two	Case Management Guide
Supplement Three	Recovery Management Guide
Supplement Four	Orientation and Annual Training Requirements
Supplement Five	Quality Management Plan – Requirements for the Case Management Contractor
Supplement Six	Map of Ohio – Four Regional Areas
Supplement Seven	Provider Enrollment Application/Time Limited Agreement Pre-Transition Case Management Agency
Supplement Eight	Ohio Benefits Long-Term Care Provider Agreement
Supplement Nine	Security Supplement
Supplement Ten	Data Dictionary

### 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 DAS:

Karen Murphy  
Ohio Department of Administrative Services  
Office of Procurement Services  
4200 Surface Road  
Columbus, OH 43228-1395

During the performance of the Work, a State representative (the "Agency Project Representative") will represent the Agency and be the primary contact for matters relating to the Work. The Agency Project Representative will be designated in writing after the Contract award.

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

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the Quick Links Menu on the right, select "Bid Opportunities Search".
3. In the "Document/Bid Number" field, enter the RFP number found on the first page of this RFP.
4. Click "Search" button.
5. On the Procurement Opportunity Search Results page, click the hyperlinked Document Number.
6. On the Procurement Opportunity Search Details page, click on the blue box with the words "Submit Inquiry".
7. On the Opportunity Document Inquiry page, complete the required "Personal Information" section by providing:
  - a. First and last name of the prospective Offeror's representative who is responsible for the inquiry.
  - b. Representative's business phone number.
  - c. Representative's company name
  - d. Representative's e-mail address.
8. Type the inquiry in the space provided including:
  - a. Reference the relevant part of this RFP.
  - b. The heading for the provision under question.
  - c. The page number of the RFP where the provision can be found.
9. Enter the Confirmation Number at the bottom of the page
10. Click the "Submit" button.

Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt of the inquiry. Offerors will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered.

Offerors may view inquiries and responses using the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the "Quick Links" menu on the right, select "Bid Opportunities Search".
3. In the "Document/Bid Number" field, enter the RFP number found on the first page of this RFP.
4. Click the "Search" button.
5. On the Procurement Opportunity Search Detail page, click on the blue box with the words "View Q and A".
6. All inquiries with responses submitted to date are viewable.

DAS will try to respond to all inquiries within 48 hours of receipt, excluding weekends and State holidays. DAS will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

Offerors are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, not on details of any other potentially related contract or project. If Offerors ask questions about existing or past contracts using the Internet Q&A process, DAS will use its discretion in deciding whether to provide answers as part of this RFP process.

DAS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions or deadlines.

**PROTESTS.** Any Offeror that objects to the award of a Contract resulting from the issuance of this RFP may file a protest of the award of the Contract, or any other matter relating to the process of soliciting the Proposals. Such protest must comply with the following information:

1. The protest must be filed by a prospective or actual offeror objecting to the award of a Contract resulting from the RFP. The protest must be in writing and contain the following information:
  - a. The name, address, and telephone number of the protester;
  - b. The name and number of the RFP being protested;
  - c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
  - d. A request for a ruling by DAS;
  - e. A statement as to the form of relief requested from DAS; and
  - f. Any other information the protester believes to be essential to the determination of the factual and legal questions at issue in the written request.
2. A timely protest will be considered by DAS, on behalf of the agency, if it is received by the DAS, Office of Procurement Services (OPS) within the following periods:
  - a. A protest based on alleged improprieties in the issuance of the RFP, or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals, must be filed no later than five (5) business days prior to the proposal due date.
  - b. If the protest relates to the recommendation of the evaluation committee for an award of the Contract, the protest must be filed as soon as practicable after the Offeror is notified of the decision by DAS regarding the Offeror's proposal.
3. An untimely protest may be considered by DAS at the discretion of DAS. An untimely protest is one received by the DAS OPS after the time periods set in paragraph 2 above. In addition to the information listed in paragraph 1, untimely protests must include an explanation of why the protest was not made within the required time frame.
4. All protests must be filed at the following location:

Department of Administrative Services  
Office of Procurement Services  
4200 Surface Road  
Columbus, OH 43228-1395

SUBJECT: CSP900919 MAC001

This protest language only pertains to this RFP offering.

**ADDENDA TO THE RFP.** If DAS decides to revise this RFP before the Proposal due date, an addendum will be announced on the State Procurement Web site.

Offerors may view addenda using the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the "Quick Links menu on the right, select "Bid Opportunities Search".
3. In the "Document/Bid Number" field, enter the RFP number found on the first page of this RFP.
4. Click the "Search" button.
5. On the Procurement Opportunity Search Results page, click the hyperlinked Document Number.
6. On the Procurement Opportunity Search Detail page, under "Associated PDF Files", links to one or more Addendums, will be displayed. Click on the addenda hyperlink to view.

When an addendum to this RFP is necessary, DAS may extend the Proposal due date through an announcement on State Procurement Web site. It is the responsibility of each prospective Offeror to check for announcements and other current information regarding this RFP.

After the submission of Proposals, addenda will be distributed only to those Offerors whose submissions are under active consideration. When DAS issues an addendum to the RFP after Proposals have been submitted, DAS will permit Offerors to withdraw their Proposals.

This withdrawal option will allow any Offeror to remove its Proposal from active consideration should the Offeror feel that the addendum changes the nature of the transaction to the extent that the Offeror's Proposal is no longer in its interests.

Alternatively, DAS may allow Offerors that have Proposals under active consideration to modify their Proposals in response to the addendum, as described below.

Whenever DAS issues an addendum after the Proposal due date, DAS will tell all Offerors whose Proposals are under active consideration whether they have the option to modify their Proposals in response to the addendum. Any time DAS amends the RFP after the Proposal due date, an Offeror will have the option to withdraw its Proposal even if DAS permits modifications to the Proposals. If the Offerors are allowed to modify their Proposals, DAS may limit the nature and scope of the modifications. Unless otherwise stated in the notice by DAS, modifications and withdrawals must be made in writing and must be submitted within ten (10) business days after the addendum is issued. If this RFP provides for a negotiation phase, this procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to DAS at the address and in the same manner required for the submission of the original Proposals. Any modification that is broader in scope than DAS has authorized may be rejected and treated as a withdrawal of the Offeror's Proposal.

**PROPOSAL SUBMITTAL.** Each Offeror must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two (2) separate components (Technical Proposal and Cost Proposal) in separate sealed envelopes/packages. Each Technical Proposal package must be clearly marked "CSP900919 RFP – Technical Proposal" on the outside of each Technical Proposal package's envelope. Each Cost Proposal package must be clearly marked "CSP900919 RFP – Cost Proposal" on the outside of each Cost Proposal package's envelope. Each Offeror must submit one (1) original, completed and signed in blue ink, and five (5) copies for a total of six (6) Proposal packages.

The Offeror must also submit, in the sealed package, a complete copy of the Proposals on CD-ROM in Microsoft Office (Word, Excel, or Project) 2003 or higher, format and/or PDF format as appropriate. In the event there is a discrepancy between the hard copy and the electronic copy, the hard copy will be the official Proposal. Proposals are due no later than the proposal due date, at 1:00 p.m. Proposals submitted by e-mail or fax are not acceptable and will not be considered.

If an Offeror includes in its proposal confidential, proprietary, or trade secret information, it must also submit a complete redacted version of its Technical Proposal in accordance with Confidential, Proprietary or Trade Secret Information that follows. Offerors shall only redact (black out) language that is exempt from disclosure pursuant to Ohio Public Records Act. Offerors must also submit an itemized list of each redaction with the corresponding statutory exemption from disclosure. The redacted version must be submitted as a paper copy as well as an electronic copy on CD ROM in a searchable PDF format. The redacted version, as submitted, will be available for inspection and released in response to public records requests. If a redacted version is not submitted, the original submission of the proposal will be provided in response to public records requests.

Proposals must be submitted to:

Department of Administrative Services  
Office of Procurement Services - Bid Desk  
4200 Surface Road  
Columbus, OH 43228-1395

DAS will reject any Proposals or unsolicited Proposal addenda that are received after the deadline. An Offeror that mails its Proposal must allow adequate mailing time to ensure its timely receipt. DAS recommends that Offerors submit proposals as early as possible. Proposals received prior to the deadline are stored, unopened, in a secured area until 1:00 p.m. on the due date. Offerors must also allow for potential delays due to increased security. DAS will 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, 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. DAS is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described in the RFP.

ORC Section 9.24 prohibits DAS from awarding a Contract to any Offeror(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of award. By submitting a Proposal, the Offeror warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying DAS of such finding. ORC Section 9.231 applies to this contract.

DAS may reject any Proposal if the Offeror takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the Offeror's Proposal fails to meet any requirement of this RFP. Any question asked during the inquiry period will not be viewed as an exception to the Terms and Conditions.

CONFIDENTIAL, PROPRIETARY OR TRADE SECRET INFORMATION. DAS procures goods and services through a RFP in a transparent manner and in accordance with the laws of the State of Ohio. All proposals provided to DAS in response to this RFP become records of DAS and as such, will be open to inspection by the public after award unless exempt from disclosure under the Ohio Revised Code or another provision of law.

Unless specifically requested by the State, an Offeror should not voluntarily provide to DAS any information that the Offeror claims as confidential, proprietary or trade secret and exempt from disclosure under the Ohio Revised Code or another provision of law. Additionally, the Offeror must understand that all Proposals and other material submitted will become the property of the State and may be returned only at the State's option. Confidential, proprietary or trade secret information should not be voluntarily included in a Proposal or supporting materials because DAS will have the right to use any materials or ideas submitted in any Proposal without compensation to the Offeror.

However, if the State requests from the Offeror, or if the Offeror chooses to include, information it deems confidential, proprietary or trade secret information, the Offeror may so designate information as such and request that the information be exempt from disclosure under the Ohio Revised Code or another provision of law. The Offeror must clearly designate the part of the proposal that contains confidential, proprietary or trade secret information in order to claim exemption from disclosure by submitting both an unredacted copy and a redacted copy of its proposal in both electronic and paper (hard) format. Both electronic and paper (hard) copies shall be clearly identified as either 'ORIGINAL COPY' or "REDACTED COPY". Failure to properly redact and clearly identify all copies will result in the State treating all information in the original proposal as a public record.

DAS will review the claimed confidential, proprietary or trade secret information to determine whether the material is of such nature that confidentiality is warranted.

The decision as to whether such confidentiality is appropriate rests solely with DAS. If DAS determines that the information marked as confidential, trade secret, or proprietary does not meet a statutory exception to disclosure, DAS will inform the Offeror, in writing, of the information DAS does not consider confidential.

Upon receipt of DAS' determination that all or some portion of the Offeror's designated information will not be treated as exempt from disclosure, the Offeror may exercise the following options:

1. Withdraw the Offeror's entire Proposal;
2. Request that DAS evaluate the Proposal without the claimed confidential, proprietary or trade secret information; or
3. Withdraw the designation of confidentiality, trade secret, or proprietary information for such information.

In submitting a proposal, each Offeror agrees that DAS may reveal confidential, proprietary and trade secret information contained in the proposal to DAS staff and to the staff of other state agencies, any outside consultant or other third parties who serve on an evaluation committee or who are assisting DAS in development of specifications or the evaluation of proposals. The State shall require said individuals to protect the confidentiality of any specifically identified confidential, proprietary or trade secret information obtained as a result of their participation in the evaluation.

Finally, if information submitted in the Proposal is not marked as confidential, proprietary or trade secret, it will be determined that the Offeror waived any right to assert such confidentiality.

DAS will retain all Proposals, or a copy of them, as part of the Contract file for at least ten (10) years. After the retention period, DAS may return, destroy, or otherwise dispose of the Proposals or the copies.

WAIVER OF DEFECTS. DAS may waive any defects in any Proposal or in the submission process followed by an Offeror. DAS 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. DAS accepts multiple Proposals from a single Offeror, but DAS requires each such Proposal be submitted separately from every other Proposal the Offeror makes. Additionally, the Offeror must treat every Proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation, and other items this RFP requires for a Proposal to be complete and acceptable. No alternate Proposal may incorporate materials by reference from another Proposal made by the Offeror or refer to another Proposal. DAS will judge each alternate Proposal on its own merit.

ADDENDA TO PROPOSALS. Addenda or withdrawals of Proposals will be allowed only if the addendum or withdrawal is received before the Proposal due date. No addenda 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 ordered in the same manner as the response items are ordered in Attachment Two of this RFP.

DAS wants clear and concise Proposals. Offerors should, however, take care to completely answer questions and meet the RFP's requirements thoroughly. All Offerors, including current contract holders, if applicable, must provide detailed and complete responses as Proposal evaluations, and subsequent scores, are based solely on the content of the Proposal.

No assumptions will be made, or values assigned for the competency of the Offeror whether or not the Offeror is a current or previous contract holder.

The requirements for the Proposal's contents and formatting are contained in an attachment to this RFP.

DAS will not be liable for any costs incurred by an Offeror in responding to this RFP, regardless of whether DAS 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 by issuing another RFP.

#### PART FOUR: EVALUATION OF PROPOSALS

EVALUATION OF PROPOSALS. The evaluation process consists of, but is not limited to, the following steps:

1. Certification. DAS shall open only those proposals certified as timely by the Auditor of State.
2. Initial Review. DAS will review all certified Proposals for format and completeness. DAS normally rejects any incomplete or incorrectly formatted Proposal, though it may waive any defects or allow an Offeror to submit a correction. If the Offeror meets the formatting and mandatory requirements listed herein, the State will continue to evaluate the proposal.
3. Proposal Evaluation. The DAS procurement representative responsible for this RFP will forward all timely, complete, and properly formatted Proposals to an evaluation committee, which the procurement representative will chair. The evaluation committee will rate the Proposals submitted in response to this RFP based on criteria and weight assigned to each criterion.

The evaluation committee will evaluate and numerically score each Proposal that the procurement representative has determined to be responsive to the requirements of this RFP. The evaluation will be according to the criteria contained in this Part of the RFP. An attachment to this RFP may further refine these criteria, and DAS has a right to break these criteria into components and weight any components of a criterion according to their perceived importance.

The evaluation committee may also have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with technical or professional experience that relates to the Work or to a criterion in the evaluation process. The evaluation committee may also seek reviews of end users of the Work or the advice or evaluations of various State committees that have subject matter expertise or an interest in the Work. In seeking such reviews, evaluations, and advice, the evaluation committee will first decide how to incorporate the results in the scoring of the Proposals. The evaluation committee may adopt or reject any recommendations it receives from such reviews and evaluations.

The evaluation will result in a point total being calculated for each Proposal. At the sole discretion of DAS, any Proposal, in which the Offeror received a significant number of zeros for sections in the technical portions of the evaluation, may be rejected.

DAS will document all major decisions in writing and make these a part of the Contract file along with the evaluation results for each Proposal considered.

4. Clarifications & Corrections. During the evaluation process, DAS may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its Proposal if DAS believes doing so does not result in an unfair advantage for the Offeror and it is in the State's best interests. Any clarification response that is broader in scope than what DAS has requested may result in the Offeror's proposal being disqualified.
5. Interviews, Demonstrations, and Presentations. DAS may require top Offerors to be interviewed. Such presentations, demonstrations, and interviews will provide an Offeror with an opportunity to clarify its Proposal and to ensure a mutual understanding of the Proposal's content. This will also allow DAS an opportunity to test or probe the professionalism, qualifications, skills, and work knowledge of the proposed candidates. The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of DAS. DAS may record any presentations, demonstrations, and interviews. No more than the top three (3) Proposals may be requested to present an oral presentation of their proposed Work Plan to the evaluation committee.
6. Contract Negotiations. Negotiations will be scheduled at the convenience of DAS. The selected Offeror(s) are expected to negotiate in good faith.
  - a. General. Negotiations may be conducted with any Offeror who submits a competitive Proposal, but DAS may limit discussions 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. Negotiated changes that are reduced to writing will become a part of the Contract file open to inspection to the public upon award of the Contract. Any Offeror whose response continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP and will be given the opportunity to negotiate revisions to its Proposal based on the amended RFP.

- b. Top-ranked Offeror. Should the evaluation process have resulted in a top-ranked Proposal, DAS 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, DAS may then go down the line of remaining Offerors, according to

rank, and negotiate with the next highest-ranking Offeror. Lower-ranking Offerors do not have a right to participate in negotiations conducted in such a manner.

- c. Negotiation with Other Offerors. If DAS decides to negotiate with all the remaining Offerors or decides that negotiations with the top-ranked Offeror are not satisfactory and negotiates with one or more of the lower-ranking Offerors, DAS will then determine if an adjustment in the ranking of the remaining Offerors is appropriate based on the negotiations. The Contract award, if any, will then be based on the final ranking of Offerors, as adjusted.

Negotiation 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.

- d. Post Negotiation. Following negotiations, DAS may set a date and time for the submission of best and final Proposals by the remaining Offeror(s) with which DAS conducted negotiations. If negotiations were limited and all changes were reduced to signed writings during negotiations, DAS need not require the submissions of best and final Proposals.

It is entirely within the discretion of DAS 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. DAS is free to limit negotiations to particular aspects of any Proposal, to limit the Offerors with whom DAS wants to negotiate, and to dispense with negotiations entirely.

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

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

The written changes will be drafted and signed by the Offeror and submitted to DAS within a reasonable period of time. If DAS accepts the change, DAS will give the Offeror written notice of DAS' acceptance. The negotiated changes to the successful offer will become a part of the Contract.

- e. 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, DAS may terminate negotiations with that Offeror and collect on the Offeror's proposal bond, if a proposal bond was required in order to respond to this RFP.
7. Best and Final Offer. If best and final proposals, or best and final offers (BAFOs), are required, they may be submitted only once; unless DAS makes a determination that it is in the State's interest to conduct additional negotiations. In such cases, DAS 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 Offeror's previous Proposal will be considered the Offeror's best and final proposal.
  8. Determination of Responsibility. DAS may review the highest-ranking Offerors or its key team members to ensure that the Offeror is responsible. The Contract may not be awarded to an Offeror that is determined not to be responsible. DAS' determination of an Offeror's responsibility may include the following factors: the experience of the Offeror and its key team members; past conduct and past performance on previous contracts; ability to execute this contract properly; and management skill. DAS will make such determination of responsibility based on the Offeror's Proposal, reference evaluations, and any other information DAS requests or determines to be relevant.
  9. Reference Checks. DAS may conduct reference checks to verify and validate the Offeror's or proposed candidate's past performance. Reference checks indicating poor or failed performance by the Offeror or proposed candidate may be cause for rejection of the proposal. In addition, failure to provide requested reference contact information may result in DAS not including the referenced experience in the evaluation process.

The reference evaluation will measure the criteria contained in this part of the RFP as it relates to the Offeror's previous contract performance including, but not limited, to its performance with other local, state, and federal entities. DAS reserves the right to check references other than those provided in the Offeror's Proposal. DAS may obtain information relevant to criteria in this part of the RFP, which is deemed critical to not only the successful operation and management of the Project, but also the working relationship between the State and the Offeror.

10. Financial Ability. Part of the Proposal evaluation criteria is the qualifications of the Offeror which may include, as a component, the Offeror's financial ability to perform the Contract. This RFP may expressly require the submission of financial statements from all Offerors in the Proposal contents attachment. If the Proposal contents attachment does not make this an expressed requirement, the State may still request that an Offeror submit audited financial statements for up to the past three (3) years if the State is concerned that an Offeror may not have the financial ability to carry out the Contract.

In evaluating an Offeror's financial ability, if requested, the State will review the documentation provided by the Offeror to determine if the Offeror's financial position is adequate or inadequate. If the State believes the Offeror's financial ability is not adequate, the State may reject the Proposal despite its other merits.

DAS will decide which phases are necessary. DAS has the right to eliminate or add phases at any time in the evaluation process.

To maintain fairness in the evaluation process, all information sought by DAS will be obtained in a manner such that no Offeror is provided an unfair competitive advantage.

MANDATORY REQUIREMENTS. The following Table 1 contains items that are considered minimum requirements for this RFP.

Determining the Offeror's ability to meet the minimum requirements is the first step of the DAS evaluation process. The Offeror must demonstrate, to DAS, it meets all minimum requirements listed in the Mandatory Requirements section (Table 1). The Offeror's response to the minimum requirements must be clearly labeled "Mandatory Requirements" and collectively contained in Tab 1 of the Offeror's Proposal in the "Cover Letter and Mandatory Requirements" section. (Refer to Attachment Two of the RFP document for additional instructions.)

DAS will evaluate Tab 1, alone, to determine whether the Proposal meets all Mandatory Requirements. If the information contained in Tab 1 does not clearly meet every Mandatory Requirement, the Proposal may be disqualified by DAS and DAS may not evaluate any other portion of the Proposal.

TABLE 1 - MANDATORY PROPOSAL REQUIREMENTS

Mandatory Requirements	Accept	Reject
1. In the past ten (10) years, Offeror must have a minimum of four (4) consecutive years of experience providing case management to individuals receiving home and community-based services. Proposal must include evidence the Offeror served an average of no less than 500 individuals concurrently throughout the duration of the example provided.		
2. The Offeror must provide a detailed plan which demonstrates that a minimum of 15% of the cost of the work under the resulting contract will be subcontracted through one or more Ohio Certified Minority Business Enterprise (MBE) vendors. The MBE plan shall include, at minimum, the name(s) of the MBE vendor(s), percent of total project cost allocated to each MBE vendor, description of work to be performed by each MBE vendor, and letter(s) of intent signed by each identified MBE vendor, and MBE Certification letters for each MBE vendor.		

If the State receives no Proposals meeting all of the Mandatory Requirements, the State may elect to cancel this RFP.

PROPOSAL EVALUATION CRITERIA. If the Offeror provides sufficient information to DAS, in Tab 1, of its proposal, demonstrating it meets the Mandatory Requirements, the Offeror's Proposal will be included in the next part of the evaluation process which involves the scoring of the Proposal Technical Requirements, followed by the scoring of the Cost Proposals. In the Proposal evaluation phase, the evaluation committee rates the Proposals submitted in response to this RFP based on the following listed criteria and the weight assigned to each criterion. The maximum available points allowed in this RFP are distributed as indicated in Table 2 - Scoring Breakdown.

TABLE 2 - SCORING BREAKDOWN

Criteria	Maximum Available Points
Proposal Technical Requirements	985 Points
Proposal Cost	197 Points
MBE Participation	300 Points
Maximum Available Points	1,482 Points

DAS will apply the Veterans Friendly Business Enterprise preference as required by ORC 9.318 and OAC 123:5-1-16.

The scale below (0-5) will be used to rate each proposal on the criteria listed in the Technical Proposal Evaluation table.

DOES NOT MEET 0 POINTS	WEAK 1 POINT	WEAK TO MEETS 2 POINTS	MEETS 3 POINTS	MEETS TO STRONG 4 POINTS	STRONG 5 POINTS
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DAS will score the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror's Total Technical Score in Table 3. Representative numerical values are defined as follows:

DOES NOT MEET (0 pts.): Response does not comply substantially with requirements or is not provided.

WEAK (1 pt.): Response was poor related to meeting the objectives.

WEAK TO MEETS (2 pts.): Response indicates the objectives will not be completely met or at a level that will be below average.

MEETS (3 pts.): Response generally meets the objectives (or expectations).

MEETS TO STRONG (4 pts.): Response indicates the objectives will be exceeded.

STRONG (5 pts.): Response significantly exceeds objectives (or expectations) in ways that provide tangible benefits or meets objectives (or expectations) and contains at least one enhancing feature that provides significant benefits.

TABLE 3 - TECHNICAL PROPOSAL EVALUATION

Criterion		Weight	Rating (0=Does not Meet to 5=Strong)	Extended Score
<b>Offeror Profile</b>				
1.	The description of the Offeror's organizational culture, including its mission and vision statements and how they align with the mission and vision of the Agency.	3		
2.	Evidence of Offeror's capacity to provide a diverse and experienced workforce to meet the needs of all populations served by the Agency-administered HCBS programs, including, but not limited to geriatrics, pediatrics, chronic disease process, behavioral health and physical and developmental disabilities.	5		
3.	The description of the Offeror's current operational capacity of the organization and its ability to absorb the additional workload resulting from this Project.	3		
4.	Offeror's proposal includes operational capacity in all four regions served by this contract.	4		
<b>Prior Projects</b>				
1.	The documentation of previous experience of the Offeror and its expertise described in a minimum of three (3) previous projects, similar in size, scope and complexity, in the previous four (4) years. Details of the similarities are included. Attachments Three B, C, and D are present and completed.	4		

2.	Samples of at least three (3) projects or initiatives with individual and advocacy groups and diverse stakeholders the Offeror has completed in the past four years, including a description of its role, responsibilities, and outcomes.	3		
3.	Three (3) examples where the Offeror implemented system changes that were directly responsible for improved quality of care or improved health outcomes for individuals in the past four years.	5		
4.	Evidence that Offeror has at least two years of operations experience with federally or state-funded programs in the past four years.	5		
5.	At least one example where the Offeror has contained program costs with average expenditures by individual in the past four years.	3		
6.	Evidence that Offeror has at least two years' experience in maintaining individual service costs within constraints set by third-party payers.	3		
7.	Results of completed individual satisfaction surveys regarding Offeror's case management services within the last two years of providing case management services.	3		
8.	Evidence that Offeror has experience encouraging individual self-direction and independent living as part of its case management person-centered philosophy.	4		
9.	Evidence that Offeror has experience serving as a local community resource and linkage point to other local resources.	5		
Staffing Plan				
1.	A staffing plan with a contingency plan that shows the Offeror has the ability to add more staff if needed, including its ability to provide qualified replacement staff.	3		
2.	Evidence that Offeror has demonstrated that all Ohio Home Care Waiver case managers are or will be required to be either licensed registered nurses (RN) or licensed social workers (LSW, LISW) with at least one paid year experience in home and community-based services.	5		
3.	The Offeror's personnel profile summaries demonstrate that all clinical supervisors are or will be required to be either licensed RNs or licensed social workers or licensed independent social workers (LSW, LISW) with at least five paid years clinical experience in home and community-based services and a minimum of one year supervisory experience.	5		
4.	The description of Offeror's plan for Ohio Home Care Waiver case manager-to-individual ratio and how that ratio will be maintained.	4		
5.	The Offeror's personnel profile summaries demonstrate that one (1) key staff member has at least two years' experience with quality improvement systems.	5		
6.	The Offeror's personnel profile summaries demonstrate that one (1) key staff member has at least two years' experience in accounting or financial analysis.	3		
7.	Evidence that Offeror has demonstrated that all program management staff have at least a bachelor's degree in a business or health-related field and at least five years program management or program analysis experience.	4		
8.	The Offeror's organizational structure has an identified Data Analysis Oversight Unit.	5		
9.	The Offeror's personnel profile summaries demonstrate that one (1) key staff member has at least five years of management experience in a home and community-based services or health-related field.	5		
10.	The Offeror's organizational structure has demonstrated that (1) clinical supervisor has been assigned to each region	5		
11.	The Offeror's personnel profile summaries demonstrate that one (1) key program management staff member has a master's degree in a business or health-related field with at least eight (8) years of	3		

	management experience.			
12.	The Offeror's personnel profile summary demonstrates that it has on staff or subcontracts with one (1) person/organization who can complete accurate job specifications for home and vehicle modifications and who can prepare those specifications to bid. This person/organization must have a minimum of seven (7) years residential architectural or construction experience that includes accessible design and construction.	4		
<b>Work Plan</b>				
1.	The description of the Offeror's current capacity, approach, methods, and specific work steps for doing the Work on this Project. Refer to Attachment Two (8).	5		
2.	The description of how the Offeror will monitor operations to ensure continuous quality improvement.	5		
3.	A description of how the Offeror will ensure initial program eligibility assessments will be conducted within the timeframes specified within this RFP (i.e. Priority Assessments within 10 calendar days and Non-Priority within 30 calendar days of referral).	4		
4.	A description of how the Offeror will engage individuals referred for the SRS program in the person-centered service planning process and ongoing care coordination with the recovery manager. Description must reflect approaches that address the characteristics unique to the SPMI and DCC populations.	5		
5.	The description of how the Offeror will engage the full interdisciplinary care team in care coordination activities, including the assessment and person-centered service planning processes.	5		
6.	The description of how the Offeror will educate case managers to identify and ensure coordination of services across appropriate funding sources (i.e. Private Insurance, Medicare, Managed Care/State Plan, Waiver).	4		
7.	The description of how the Offeror will engage providers, including but not limited to hospitals and nursing facilities, in transition planning across the continuum of care.	5		
8.	The description of the Offeror's processes of transitioning individuals into the community or from waiver program to waiver program.	4		
9.	The description of the Offeror's philosophy about person-centered planning, dignity of risk, self-determination, independent living and self-direction, and how all of these tenets will be translated into its case management and recovery management practice.	4		
10.	The description of the Offeror's practice of crisis management, including at least three examples, within the past four years, of crisis management experiences with individuals.	4		
11.	The description of how the Offeror will educate individuals applying for or enrolled on waiver programs or the SRS program about the applicable program and the individual's service and support options.	3		
12.	The description of how the Offeror will do community outreach.	3		
13.	The description of how the Offeror will leverage community resources and community workers to enhance the supports provided by case managers and recovery managers.	5		
14.	The description of the Offeror's community resource manual and how the Offeror will maintain, update, and make it available to its case management and recovery management staff.	3		
15.	The description of how the Offeror will onboard new staff and provide ongoing training for existing staff. Description must include, at minimum, how initial and ongoing training will be performed (i.e. in-person, electronically, shadowing, mentoring, etc.).	3		
16.	The description of how the Offeror will promote the delivery of services in a culturally competent manner, as defined by the			

	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care to all individuals including those with limited English proficiency (LEP) and diverse cultural and ethnic backgrounds.	5		
17.	The description of how the Offeror will provide consultation or subject matter expert access in the following subject areas: gerontology, pediatrics, developmental disabilities, chronic diagnoses, education, child development, vocational services, substance abuse, behavioral health, transition planning or relocation, and independent living skills.	5		
18.	The description of how the Offeror will meet the record keeping policies and procedures for the Work.	4		
19.	The description of Offeror's plan to use data analysis for the development of strategies for assuring health and welfare of individuals.	4		
20.	The description of Offeror's plan for assuring health and welfare in the event of a disaster. Description must include how affected individuals will be identified and prioritized and method of outreach.	4		
21.	The description of how the Offeror will provide 24-hour coverage, including all after hours protocols.	4		
22.	Description of the Offeror's plan for ongoing clinical case file reviews, analysis and trending of findings, and how findings will be remediated on individual case manager and systems levels.	4		
23.	The description of how the Offeror will interface with the statewide Provider Oversight Contractor.	4		
24.	A description of how the Offeror will develop a mechanism for tracking due dates for required contacts, visits, and annual reassessments.	3		

Total Technical Score: \_\_\_\_\_

In this RFP, DAS 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 will normally 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 DAS received.

Once the technical merits of a Proposal are evaluated, the costs of that Proposal will be considered. It is within DAS' discretion to wait to factor in a Proposal's cost until after any interviews, presentations, demonstrations or discussions. Also, before evaluating the technical merits of the Proposals, DAS may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. DAS may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

**COST PROPOSAL POINTS.** DAS will calculate the Offeror's Cost Proposal points after the Offeror's total technical points are determined, using the following method:

Cost points = (lowest Offeror's cost/Offeror's cost) x Maximum Available Cost Points as indicated in the "Scoring Breakdown" table. The value is provided in the Scoring Breakdown table. "Cost" = Total Not to Exceed Cost identified in the Cost Summary section of Offeror Proposals. In this method, the lowest cost proposed will receive the Maximum Available Cost Points.

The number of points assigned to the cost evaluation will be prorated, with the lowest accepted cost proposal given the maximum available points possible for this criterion. Other acceptable cost proposals will be scored as the ratio of the lowest price proposal to the proposal being scored, multiplied by the maximum available points possible for this criterion.

An example for calculating cost points, where Maximum Available Cost Points Value = 60 points, is the scenario where Offeror X has proposed a cost of \$100.00. Offeror Y has proposed a cost of \$110.00 and Offeror Z has proposed a cost of \$120.00. Offeror X, having the lowest cost, would get the maximum available 60 cost points. Offeror Y's cost points would be calculated as \$100.00 (Offeror X's cost) divided by \$110.00 (Offeror Y's cost) equals 0.909 times 60 maximum points, or a total of 54.5 points. Offeror Z's cost points would be calculated as \$100.00 (Offeror X's cost) divided by \$120.00 (Offeror Z's cost) equals 0.833 times 60 maximum available points, or a total of 50 points.

Cost Score: \_\_\_\_\_

**MBE SET-ASIDE AND REPORTING.** In the State's commitment to make more State contracts, services, benefits and opportunities available to minority business enterprises (MBE), the State included in the Evaluation Scoring Formula of this RFP, a provision for the offeror to seek and set aside work for MBE subcontractors. The State requires 15% of the work to be Set-aside. In seeking proposals, the offeror must:

- Utilize a competitive process to which only Ohio certified MBEs may respond;
- Have established criteria by which prospective MBEs will be evaluated including business ability and specific experience related to the work requirements;
- Require the MBE subcontractor to maintain their certification throughout the term of the Contract, including any renewals; and,
- Propose the awarded MBE as a subcontractor under this RFP.

After award of the RFP, the Contractor must submit a quarterly report to the State Contract Manager or designee documenting the work performed by and payments made to the MBE subcontractor. These reports must reflect the level of MBE commitment agreed to in the Contract. The reports must be filed at a time and in a form prescribed by the State Contract Manager or designee.

Notes:

1. For this RFP Ohio certified MBEs that are the prime must subcontract with an Ohio certified MBE to meet the above requirement.
2. For purposes of calculating the MBE Set-aside points, the State will not award any points for proposed MBE services that are optional elements of the Scope of Work.

**MBE SET-ASIDE POINTS.** The following chart details the participation ranges and values that would be awarded to the Offeror for MBE participation.

MBE Participation Value Range	
Percentage of Work Offered	Percentage of MBE Points Available
16% - 18%	100%
19% - 24%	105%
25% - 29%	110%
30% - 34%	115%
35% or greater	120%

**FINAL STAGES OF EVALUATION.** The Offeror with the highest point total from all phases of the evaluation (Technical Points + Cost Points) will be recommended for the next phase of the evaluation.

Technical Score: \_\_\_\_\_ + Cost Score: \_\_\_\_\_ + MBE Points = Total Score: \_\_\_\_\_

**VETERAN-FRIENDLY BUSINESS ENTERPRISE (VBE) PROGRAM.** The State of Ohio's Veteran-Friendly Business Enterprise (VBE) Procurement program provides preference to certified companies that compete to contract with the state to supply the goods or services it needs, including eligible construction services.

In order to be eligible for certification, the applicant business must satisfy one of the following criteria:

- At least ten percent of its employees are veterans or on active service;
- At least fifty-one percent of the applicant business is owned by veterans or persons on active service;
- If the applicant business is a corporation fifty-one percent of which is not owned by veterans or persons on active service, at least fifty-one percent of the board of directors are veterans or persons on active service; or
- The business is certified by the United States Department of Veterans Affairs as a Service-Disabled Veteran-Owned Small Business or a Veteran-Owned Small Business and the owner(s) of the business meets the definition of veteran as defined in Rule 123:5-1-01(II) of the Ohio Administrative Code.

Information regarding how to obtain this Business Certification can be located at the following link:

[http://das.ohio.gov/Divisions/EqualOpportunity/BusinessCertification/Veteran-FriendlyBusinessEnterprise\(VBE\)Program.aspx](http://das.ohio.gov/Divisions/EqualOpportunity/BusinessCertification/Veteran-FriendlyBusinessEnterprise(VBE)Program.aspx).

If DAS finds that one or more Proposals should be given further consideration, DAS may select one or more of the highest-ranking Proposals to move to the next phase. DAS may alternatively choose to bypass any or all subsequent phases and make an award based solely on the proposal evaluation phase.

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

DISCLOSURE OF PROPOSAL CONTENTS. DAS will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, DAS will seek to keep the contents of all Proposals confidential until the Contract is awarded. DAS will prepare a registry of Proposals containing the name and address of each Offeror. That registry will be open for public inspection after the Proposals are opened.

PART FIVE: AWARD OF THE CONTRACT

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

The signature page for the Contract is included as Attachment Four of this RFP. In order for an Offeror's Proposal to remain under active consideration, the Offeror must sign, the two (2) copies enclosed, in blue ink and return the signed Contracts to DAS with its response. Submittal of a signed Contract does not imply that an Offeror will be awarded the Contract. In awarding the Contract, DAS will issue an award letter to the selected Contractor. The Contract will not be binding on DAS until the duly authorized representative of DAS signs both copies and returns one (1) to the Contractor, the Agency issues a purchase order, and all other prerequisites identified in the Contract have occurred.

DAS expects the Contractor to commence work upon receipt of a state issued purchase order. If DAS awards a Contract pursuant to this RFP and the Contractor is unable or unwilling to commence the work, DAS reserves the right to cancel the Contract and return to the original RFP process and evaluate any remaining Offeror Proposals reasonably susceptible of being selected for award of the Contract. The evaluation process will resume with the next highest ranking, viable Proposal.

CONTRACT. If this RFP results in a Contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor's accepted Proposal and written authorized addenda to the Contractor's Proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The general terms and conditions for the Contract are contained in Attachment Three of 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 Offeror's proposal, as amended, clarified, and accepted by DAS; and
4. The documents and materials incorporated by reference in the Offeror'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.

**ATTACHMENT ONE: WORK REQUIREMENTS AND SPECIAL PROVISIONS**  
**PART ONE: WORK REQUIREMENTS**

This attachment describes the Project and what the Contractor must do to complete the Project satisfactorily. It also describes what the Offeror must deliver as part of the completed Project (the "Deliverables"), and it gives a detailed description of the Project's schedule.

**I. SCOPE OF WORK**

Work and Deliverables described in Attachment One: Work Requirements and Special Provisions, Part One: Work Requirements of this RFP are applicable to both the Ohio Home Care Waiver (OHCW) and Specialized Recovery Services (SRS) program, unless otherwise specified.

Case Management Services, as well as Recovery Management Services, include case management functions and program management functions. Recovery managers will provide Case Management Services for individuals enrolled in the SRS program. Both roles will interface with the statewide Provider Oversight Contractor. The requirements of this section apply to all staff that will be performing Case Management or Recovery Management Services, including subcontractors. Case Management and Recovery Management services must be conducted in accordance with all federal and state laws, federal and state Medicaid program requirements, and other requirements as required by the Agency.

The role of the Contractor is to provide Case Management Services through the implementation and management of Agency-administered Home and Community Based Service (HCBS) programs and communicate directly with individuals at the local level. Case Management Services are administrative services, supports and activities that link, coordinate and monitor the services, supports and resources provided to an individual enrolled on the program. Case Management Services include, but are not limited to:

1. Evaluation and/or reevaluation of level of care via the Agency-approved assessment tool.
2. Assessment and/or reassessment of the need for program services via the Agency-approved assessment tool.
3. Development and/or review and updates to the Person-Centered Services Plan and determination of service costs.
4. Coordination of multiple services across multiple providers and/or payers by acting as the accountable point of contact for the transdisciplinary care team.
5. The implementation and ongoing monitoring of the Person-Centered Services Plan, including ensuring individual health and welfare.
6. Addressing identified problems, gaps, and potential problems in service provision.
7. Responding to and addressing individual crisis situations and reportable incidents.

Additional responsibilities apply to the SRS program. These responsibilities include:

1. Verification of the individual's residence in a home and community-based setting as described in Rule [5160-44-01](#) of the Administrative Code,
2. Verification of the individual's qualifying health or behavioral health diagnoses as described in the appendix to rule [5160-43-02](#) of the Administrative Code,
3. Evaluation of all other eligibility criteria as described in paragraph (A) of rule [5160-43-02](#) of the Administrative Code,
4. Coordination of health services as described in paragraph (D) (2) (c) of rule [5160-43-04](#) of the Administrative Code, and facilitation of community transition for individuals who receive Medicaid-funded institutional services. Recovery management activities for individuals leaving institutions must be coordinated with, and must not duplicate, institutional and managed care plan discharge planning and other community transition programs

Below are the covered services available to an individual enrolled in the Specialized Recovery Services program as defined in rule [5160-43-04](#) of the Administrative Code.

"Recovery Management" is the coordination of all services received by an individual and assisting him or her in gaining access to needed Medicaid services, as well as medical, social, education, and other resources, regardless of funding source.

"Individualized Placement and Support – Supported Employment" (IPS-SE) is the implementation of evidence-based practices allowing individuals to obtain and maintain meaningful employment by providing training, ongoing individualized support, and skill development to promote recovery.

IPS-SE is an evidence-based practice which is integrated and coordinated with mental health treatment and rehabilitation designed to provide individualize placement and support to assist individuals with a severe and persistent mental illness obtain, maintain, and advance within competitive community integrated employment positions.

“Peer Recovery Support” provides community-based supports to an individual with a mental illness with individualized activities that promote recovery, self-determination, self-advocacy, well-being, and independence through a relationship that supports the person’s ability to promote his or her own recovery. Peer recovery supporters use their own experiences with mental illness to help individuals reach their recovery goals.

TRAINING. During the transition period of the Contract, orientation training shall be available to Contractor staff by the Agency within five days of the start of the Contract. Participation in training provided or made available by the Agency is mandatory. Contractor staff orientation training shall be complete within 30 days of the effective date of the contract. New staff shall successfully complete orientation training within 30 days of initial employment. The Contractor shall document the completion of orientation and annual training and shall make the documentation available to the Agency upon request.

The Contractor must develop and provide training for all case management staff performing clinical and/or clerical functions under this Contract that shall include, but not be limited to, the topics included in Supplement Four, “Orientation and Annual Training Requirements.”

#### CASE MANAGEMENT FUNCTIONS.

INTAKE & INFORMATION AND REFERRAL. Requests for, and inquiries about long-term care services and supports, including HCBS waivers, as well as other Medicaid home health programs will be received from many sources, (e.g., home health agencies, individuals, and discharge planners). The Contractor is responsible for referring inquiries appropriately to assist individuals in obtaining the services they need. The Contractor shall have staff capable by education and experience to engage in health and social problem-solving for all populations, including providing general information about program goals, objectives, and eligibility criteria. The Contractor is responsible for referring applicants to other community resources or scheduling face-to-face assessments according to Agency clinical standards.

Applicants requesting an ODM-approved comprehensive assessment will be assigned to a case management or recovery management agency Contractor by the Agency. The Contractor must contact the applicant and initiate the face-to-face assessment process no later than 10 business days from the date of the Contractor’s assignment. The face-to-face assessment must be completed by a qualified staff member who will not be assigned to case manage the eligible individual for at least the first year of program enrollment. The Contractor is expected to plan for and adhere to the conflict-free standards for case management outlined in the BIP requirements. For more information and requirements on intake and information and referral, please refer to Supplement Two – “Case Management Guide.”

#### PROGRAM LEVEL OF CARE EVALUATION

OHIO HOME CARE WAIVER (OHCW). Enrollment in the OHCW is predicated on an individual meeting the eligibility and enrollment criteria set forth in Rule [5160-46-02](#) of the Ohio Administrative Code including, but not limited to, being determined to have an institutional level of care (i.e., an intermediate level of care or a skilled level of care) as defined in Rule [5160-3-08](#) of the Ohio Administrative Code. The level of care determination is performed by the Contractor as part of the comprehensive waiver assessment. A Contractor-employed registered nurse (RN) or licensed social worker (LSW) or licensed independent social worker (LISW) must schedule and conduct a face-to-face comprehensive assessment with the individual and any other parties the individual wants present, to examine the individual’s long term service and support needs (i.e., activities of daily living, instrumental activities of daily living, natural supports, cognition, health status, behavioral health status, safety and environment). The comprehensive assessment also drives the service planning process. The individual is informed of his or her level of care and waiver eligibility determination(s) by the Contractor and is issued fair hearing/appeal rights in accordance with Chapter 5101:6 of the Ohio Administrative Code.

All level of care determinations are subject to approval by the Agency. Prior to enrollment, the Contractor must complete the comprehensive assessment and develop a Person- Centered Services Plan, which will begin services within 30 days of the program eligibility date. Annually, the Contractor shall conduct, complete and finalize the face-to-face annual reassessment, and determine and render the decision of level of care and program eligibility within 365 days of the previous determination. The process for reevaluation of level of care is the same.

The Contractor will document assessment information and program eligibility on the applicable Agency-approved NF-Based Waiver Assessment tool. Program eligibility shall be determined within 10 calendar days for priority assessments and within 30 calendar days for non-priority assessments assigned to the Contractor.

The Contractor must ensure that an RN, LSW or LISW conducts the Agency-approved comprehensive assessment with each applicant to determine program eligibility. A denial of a level of care recommendation made by an LSW/LISW will require a second Agency-approved comprehensive assessment by an RN to validate the results. The Contractor shall inform the applicant of program eligibility or ineligibility and due process rights. For more information and requirements on program eligibility, please refer to Supplement Two – “Case Management Guide.”

SPECIALIZED RECOVERY SERVICES PROGRAM (SRSP). Individuals interested in making application to the Specialized Recovery Service Program will be referred to the Single Entry Point (SEP) agency in their area.

The SEP will complete an assessment to determine if an individual has indications of a Serious and Persistent Mental Illness or a Diagnosed Chronic Condition. If indications are present, the SEP will complete the SRSP pre-screening questions in order to determine if a referral to SRSP should be made. Additionally, the SEP will validate if the individual is currently on Medicaid or if they need assistance with a Medicaid application. If the SEP determines that the individual should be referred to SRSP they will send a referral email to the Agency. Upon receipt of the referral, the Agency will randomly assign the individual to the Contractor within the region where the individual resides, and the referral will be forwarded to the assigned Contractor.

Upon receipt of the referral the Contractor will assign a Recovery Manager. The Recovery Manager will conduct the initial assessment with the individual and his/her authorized representative, if applicable. Additional requirements for screening and initial assessment can be found in Supplement Three - "Recovery Management Guide".

Enrollment in the Specialized Recovery Services Program is predicated on an individual meeting the eligibility and enrollment criteria set forth in rule [5160-43-02](#) of the Ohio Administrative Code. The Contractor must ensure that the recovery manager conducts the Agency-approved assessment with each applicant to determine program eligibility. The Contractor shall inform the applicant of program eligibility or ineligibility and due process rights.

**INITIAL AND ONGOING ASSESSMENT.** The ODM-approved comprehensive assessment shall be used for evaluating the program applicant's personal goals, strengths, cognitive, and psychosocial statuses, as well as his/her needs, and resources. The assessor shall consider information obtained through the in-person assessment and via documentation review, as needed, in order to completely and thoroughly assess the strengths, needs, goals, and preferences of the applicant.

Any significant change experienced by the individual will require a visit conducted by the Contractor within three calendar days of the Contractor's notification to assess for changes to the individual's service and support needs. For more information on assessments, please refer to Supplement Two – "Case Management Guide" and Supplement Three – "Recovery Management Guide."

**SERVICE AUTHORIZATION AND INITIATION.** A Person-Centered Services Plan must be developed, services authorized, and waiver services initiated within thirty (30) calendar days of the eligibility determination date for individuals enrolled on the OHCW.

A Person-Centered Services Plan must be in place no later than 45 days from the date an individual is assigned to the Contractor for the SRS program.

The Contractor must adhere to the Person-Centered Planning process requirements described in Supplement Two – "Case Management Guide" and Supplement Three – "Recovery Management Guide."

**ACUITY LEVEL.** Each individual on the OHCW program will be assigned an acuity level based on the Agency-approved individual acuity level criteria. For the OHCW, the Contractor's clinical supervisor will be responsible for assigning individual acuity levels for every new individual within six months of enrollment on the OHCW. The acuity level criteria is used to identify individual needs while taking several issues into consideration, including but not limited to medical complexity, mental health concerns, active or recent history of alcohol or other substance abuse or addiction, limited natural supports, cognitive impairments, history of multiple hospitalizations, and history of multiple provider changes. All individuals enrolled on the SRS program will be assigned Acuity Level 3 at the time of enrollment, which is unique to the SRS program. For more information on acuity criteria, please refer Supplement Two – "Case Management Guide" and Supplement Three – "Recovery Management Guide."

**CONTACT SCHEDULE.** Case manager "contact" is a face-to-face visit, phone conversation, email exchange, or other electronic communication with an individual that ensures and results in, the exchange of information between the case manager and the individual. Electronic communications without response are not considered a case manager contact.

A case manager "visit" is a face-to-face encounter between an individual and a case manager that takes place in the individual's residence. Meetings and encounters at locations other than the individual's place of residence are considered visits only when completed in an institutional or other service delivery location (i.e., adult day health center) for the purpose of completing an assessment and/or discharge plan. Case managers must interact (i.e., converse, make visual contact and otherwise engage the individual at his or her functional ability) during every visit.

For more information and requirements on contacts, please refer to Supplement Two – "Case Management Guide" and Supplement Three – "Recovery Management Guide."

The following OHCW individual contact and visit schedule must be maintained for the first six months of enrollment for both Level One Acuity and Level Two Acuity individuals:

Length of OHCW Enrollment	Frequency of Contact	Timing of In-Person Visit
First Month	Minimum of 2 contacts with no more than 14 calendar days between contacts.	Within 20 calendar days of the waiver effective date.
Months 2-3	Monthly contact	Monthly, maximum of 30 calendar days between visits.
Months 4-6	Monthly contact	Minimum of 2 visits, maximum of 45 calendar days between visits.
Significant Event	Within 24 hours of event discovery.	A face-to-face event-based assessment update* will be conducted no later than the end of the third full calendar day following event discovery.  If the case manager decides to move the annual reassessment date due to the significant event, the case manager will complete a full assessment and level of care as required.

\*NOTE: Event-based assessment updates are not to be billed as assessments, as these assessments are considered ongoing case management of the individual.

OHCW LEVEL ONE ACUITY CASE MANAGEMENT CONTACT SCHEDULE. Level One Acuity Case Management is provided to individuals with chronic long-term illnesses, whose conditions are considered medically stable, who may live with family or friends and are able to demonstrate their ability to safely direct their own care in accordance with state program rules. Each Level One Acuity individual must have been enrolled on the waiver program for more than six months.

The following individual contact and visit schedule must be maintained:

Length of OHCW Enrollment	Frequency of Contact	Timing of In-Person Visit
6 + Months	Maximum of 90 calendar days between contacts.	Maximum of 180 calendar days between visits.
Significant Event	Within 24 hours of event discovery.	A face-to-face event-based assessment update* will be conducted no later than the end of the third full calendar day following event discovery.  If the case manager decides to move the annual reassessment date due to the significant event, the case manager will complete a full assessment and level of care as required.

\*NOTE: Event-based assessment updates are not to be billed as assessments, as these assessments are considered ongoing case management of the individual.

OHCW LEVEL TWO ACUITY CONTACT SCHEDULE. Level Two Acuity Case Management is provided to individuals enrolled in the OHCW who may live alone, have complex or unstable medical and/or social needs, who require frequent case management intervention, education, and support and/or are unable to demonstrate their ability to safely direct their own care in accordance with state program rules. Level Two Acuity Case Management will be provided to individuals who live with a paid provider; receive services only from family members; have an Acknowledgement of Responsibility Agreement in effect; or have been without services, for any reason, for more than 30 days.

The following individual contact and visit schedule must be maintained:

Length of OHCW Enrollment	Frequency of Contact	Timing of In-Person Visit
6 + Months	Maximum of 30 calendar days between contacts.	Minimum of 3 visits in 6 months, maximum of 60 calendar days between visits.
Significant Event	Within 24 hours of event discovery.	A face-to-face event-based assessment will be conducted no later than the end of the third full calendar day following event discovery.  If the case manager decides to move the annual reassessment date due to the significant event, the case manager will complete a full assessment and level of care as required.

**SRS LEVEL THREE ACUITY CONTACT SCHEDULE.** Level three acuity level, also referred to as Level 3 Recovery Management, will be provided to all individuals enrolled on the SRS program, from the point of enrollment.

The following individual contact and visit schedule must be maintained:

Length of SRS Enrollment	Frequency of Contact	Timing of In-Person Visit
0-6 Months	Monthly	Once, maximum of 180 calendar days between enrollment and visit
7-12 months	Monthly	Once, maximum of 180 calendar days between visits
Longer than 12 months	Monthly	Annually, maximum of 365 calendar days between visits
Significant Event	Within 24 hours of event discovery	A face-to-face event-based assessment will be conducted no later than the end of the third full calendar day following event discovery.

**OHCW CASE MANAGER TO INDIVIDUAL RATIOS.** The OHCW serves individuals at various levels of case management acuity. To meet the case manager to individual ratio, the Contractor shall use the following point system: Level One Acuity individuals are assigned a 1.66 point value, each. Level Two Acuity individuals and all new (through first six months of enrollment) enrollees are assigned 2.22 point value, each. The total value of points per each case manager caseload shall not exceed 100points. This point system will allow the Contractor to assign mixed caseloads to case managers.

**MANAGING AND MONITORING DAILY CASE MANAGEMENT AND CARE COORDINATION ACTIVITIES.** The Contractor will manage the day-to-day operations of all case management and care coordination activities by region as awarded under the Contract, including, but not limited to: continued individual eligibility, case consultation, supervision, staff utilization, training, conducting chart audits, and other individual-related functions and Deliverables outlined in this RFP and in accordance with federal and state program requirements. The Contractor must be a source of support for individuals. Case manager job descriptions must be clear, and evaluation and accountability must be a part of the Contractor's monitoring of its case managers. The ratio of case manager to clinical supervisor must be no greater than 12:1. Clinical supervisors will hold in-person team meetings with their case managers at least monthly, as well as monthly one-on-one supervision meetings with case managers. Case managers and clinical managers must be assigned work only within one case management region, as defined by the Agency. For more information and requirements, please refer to Supplement Two – "Case Management Guide" and Supplement Three – "Recovery Management Guide."

**COORDINATION WITH MEDICAID MANAGED CARE PLANS.** Individuals receiving Medicaid in the adult extension category under Section 1902(a)(9)(A)(i)(VIII) of the Social Security Act, who are receiving services through a Medicaid waiver component as defined in section 5166.02 of the Ohio Revised Code, must be enrolled in a Medicaid Managed Care Plan. MCPs, however, are not responsible for the payment of home and community-based services (HCBS) provided to members enrolled in an HCBS waiver program administered by ODM, Ohio Department of Aging and Ohio Department of Developmental Disabilities. Communication and collaboration between the Contractor and the Managed Care Plan is critical for these individuals who are jointly served. At a minimum, the Contractor must:

- Identify the OHCW case manager and provide contact information to the MCP;
- Transmit requested data, information and reports in a timely manner – including but not limited to assessments and service plans;
- Communicate with the MCPs regarding issues such as: change in Ohio Home Care case manager, significant change events, assistance when a need for a state plan service is identified, provision of services, and a change in behavior and health status;

- Work with the MCP to delineate roles and responsibilities between the contractor and the MCP in order to avoid duplication or gaps in services; and
- Assure messaging on the roles and responsibilities of both entities is clear in the messaging to jointly served individuals.

SRSP AND MYCARE OHIO PLANS. The Contractors shall contract with MyCare Ohio plans (MCOP) when approached by the plan. When the Contractor (i.e. Recovery Management Agency) is providing recovery management services to an individual enrolled in a MyCare Ohio Plan, the MCOP will direct the provision of recovery management services delivered by the Contractor in accordance with their contract. The entity accountable for comprehensive care management will work with the recovery manager to coordinate the individual's full set of Medicaid (and Medicare) benefits and community resources across the continuum of care, including behavioral, medical, LTSS and social services. The same expectations set forth in the preceding paragraph of this Contract will apply.

When Specialized Recovery Services Program services are the financial responsibility of an ODM-contracted Managed Care Plan (MCP), the MCP will review person-centered services plans as part of the MCP's utilization management activities, including prior authorization of recovery management services. If an individual in the Specialized Recovery Services Program is assigned to/enrolled in a comprehensive care management program operated by an accountable entity (e.g., patient centered medical home, or MCP) the individual and the Recovery Manager will participate in the care planning process as a member of the transdisciplinary team, which is directed by the accountable entity's care manager. The person-centered services plan developed by the individual and the recovery manager will be incorporated into the individualized care plan developed and maintained by the entity accountable for the comprehensive care management.

PERSON-CENTERED SERVICE PLANNING AND CARE COORDINATION. Person-centered service planning and care coordination are ongoing functions needed to address changing circumstances and/or medical conditions of the individual over time.

Through the use of a team process, the Contractor must develop a comprehensive and person-centered services plan (PCSP), which must include the individual's goals, strengths, objectives, and desired outcomes. The Contractor is responsible for contacting all persons requested by the individual and/or all persons who are currently involved in the individual's care to participate in scheduled meetings. The Contractor must seek input from all members of the individual's team to identify and coordinate the community resources for the individual. The Contractor is also responsible for disseminating information and PCSP updates, maintaining documentation, mediating in the event of disagreement among team members, etc. The Contractor is responsible for gathering and maintaining all documentation related to the individual's identified needs which support the services authorized on the individual's PCSP.

The Contractor is responsible for the ongoing coordination of all Medicaid and non-Medicaid home and community-based services that an individual receives. This coordination includes leveraging community resources and community workers to enhance case manager and recovery manager supports. The Contractor must identify appropriate providers and funding sources on the PCSP and ensure appropriate payer sequence is followed (i.e. Private Insurance, Medicare, Managed Care/State Plan, Waiver). Individuals who elect to use non-agency providers are expected to manage these providers in accordance with Rule 5160-45-03 of the Ohio Administrative Code. Individuals are to be granted the opportunity to utilize and manage non-agency providers until such time as they are assessed as unable to do so.

The Contractor must ensure that only eligible Medicaid service providers are added to the PCSP when providing Medicaid-funded services. If a provider is no longer eligible to participate in the Medicaid program, as identified in MITS, then the provider must be removed from the PCSP. All services recommended by the individual's team and authorized by the Contractor must contribute to the overall goal of preventing institutionalization.

For Medicaid waiver program services to earn federal match, each service must be authorized in a Person-Centered Services Plan. All Person-Centered Services Plans are unique for each person enrolled on the waiver program and the plans are amended frequently. As a result, it is essential that the Contractor is able to update, on a regular and ongoing basis, information about the specific services authorized in all Person-Centered Services Plans in order to prevent payment for non-authorized services.

For more information and requirements on person-centered service planning and care coordination, please refer to Rule 5160-44-02 of the Ohio Administrative Code, Supplement Two – "Case Management Guide" and Supplement Three – "Recovery Management Guide."

ONGOING MONITORING OF SERVICES AND OUTCOMES. One of the Contractor's primary responsibilities is providing ongoing monitoring of the appropriateness of service delivery and the outcomes identified in the PCSP. During all case manager contacts and visits, the Contractor is responsible for evaluation including, but not limited to, the following:

- health and safety of the individual
- changes in the individual's condition
- all recent incidents or occurrences
- the current PCSP, including Acknowledgment of Responsibility Agreement plans, and the need to be revised or updated

- availability of family supports or gratis services
- whether services are delivered in the type, amount, frequency, duration, and scope identified on the PCSP
- individual's satisfaction with services and providers

The Contractor is responsible for follow up on any gaps in care identified through the course of ongoing monitoring activities.

For more information and requirements on ongoing monitoring, please refer to Supplement Two – “Case Management Guide” and Supplement Three – “Recovery Management Guide.”

The Contractor must take immediate actions to ensure the individual's health and welfare when a concern is identified. The Contractor must make all appropriate referrals to regulatory and protective agencies and must update the PCSP to reflect interventions activated to ensure health and safety. The Contractor staff must successfully complete training on incidents and the internal policy and procedures for reporting incidents. New staff must successfully complete training within 30 days of initial employment. Documented evidence of the completion of this training must be made available to the Agency upon request.

INDIVIDUAL FUNDING LEVEL FOR OHIO HOME CARE WAIVER PROGRAM INDIVIDUALS. For individuals enrolled on the Ohio Home Care waiver program, the Contractor may be required to use the Agency-approved assessment and Case Management System to enter one Service Utilization cap span when consecutive monthly cost of services are in the same funding range. A single-month span entry is needed for monthly cost of services that are not in the same cost range as the previous or following month. The individual funding level is the monthly cost up to the maximum authorized amount in the month to the nearest \$1000.00. The cap shall be entered for a range of time until the amount increases or decreases over/under the next \$1000.00, at which time a new authorized amount shall be entered.

OHCW PRIOR AUTHORIZATION. Prior authorization is a process for authorizing increases in Ohio Home Care Waiver program services. This process will be used whenever an individual and/or case manager determines an increase in services is needed. It is a two-tiered process, with both the Contractor and the Agency having a role in the process. The Contractor will have the ability to approve increases up to a specified threshold and all other increases will be subject to approval by the Agency. The Contractor will refer to Supplement Two – “Case Management Guide” and Supplement Three – “Recovery Management Guide.”

EVALUATIONS FOR INCREASED STATE PLAN HOME HEALTH SERVICES FOR CHILDREN (HEALTHCHEK). The Contractor will, when requested, evaluate any referred non-waiver individual to determine if that individual meets the criteria for the requested increased state plan home health services in accordance with Rule 5160-12-01 of the Ohio Administrative Code. This evaluation must be completed within 10 business days of referral. If the individual meets the criteria, the Contractor will complete the required documentation. For individuals receiving Agency- administered waiver program services case managed by the Contractor, the Contractor will ensure the individual meets the criteria defined in Rule 5160-12-01 of the Ohio Administrative Code. The Contractor will also appropriately reflect this information in the service authorization section of the PCSP.

DISASTER AND EMERGENCY RESPONSE PLANNING. The Contractor must ensure that a comprehensive disaster plan is in place to identify those individuals who will be most at risk for harm, loss, or injury during any potential natural, technological, or man-made disaster. The plan must describe how and when it will be implemented, how outreach to individuals will be prioritized, how outreach will be conducted, and how it will ensure the individual's health and welfare in the event of a disaster or emergency.

The Contractor must develop and implement an Agency-approved Emergency Response Plan for natural disasters and other public emergencies (e.g., floods, extreme heat, extreme cold, etc.). Coordination with other appropriate systems is recommended (e.g., American Red Cross, Area Agencies on Aging, etc.). The Contractor will report immediately to the Agency when the Emergency Response Plan has been activated.

INCIDENT MANAGEMENT AND ALERTS PROCESS The Contractor will adhere to the incident management system as set forth in OHCW Rule 5160-45-05 and SRS Rule 5160-43-06 of the Ohio Administrative Code. This incident management system includes responsibilities for reporting, responding to, investigating and remediating incidents involving individuals. The Agency has the authority to designate other agencies or entities to perform one or more of the incident management functions set forth in Rules 5160-45-05 and 5160-43-06 of the Ohio Administrative Code.

For more information on incident management and alerts, refer to Supplement Two – “Case Management Guide” and Supplement Three – “Recovery Management Guide.”

MEDICATION MONITORING. The Contractor shall closely monitor individuals' usage of medications in order to discover when they may be using medications at a frequency or in an amount that exceeds medical necessity or is less than or at a frequency not prescribed. The Contractor must refer any individual suspected of prescription drug abuse or misuse to the coordinated services program described in Rule 5160-20-01 of the Ohio Administrative Code.

For more information on medication monitoring, refer to Supplement Two – “Case Management Guide.”

**PARTICIPATING IN THE STATE HEARINGS PROCESS.** Individuals have the right to appeal certain decisions regarding their Medicaid benefits, as specified in Chapter 5101:6 of the Ohio Administrative Code. The Contractor will participate in the hearings process by preparing appeal summaries, providing supporting documentation, and offering testimony during the hearing process to support proposed actions. The Contractor must provide appeal summaries and supporting documentation to the hearing officer and individual prior to a state hearing in accordance with Ohio Administrative Code 5101:6 or as otherwise directed by the Agency. The Contractor will lead hearings related to home modifications, service denials, service increases and waiver program eligibility denials. The Agency will lead hearings related to disenrollment and prior authorization denials by the Agency. For more information and requirements on hearings, please refer to Supplement Two – “Case Management Guide.”

**TRANSITION PLANNING.** The Contractor is responsible for coordinating services for individuals transferring from an Agency-administered waiver program to another waiver program, being dis-enrolled from an Agency-administered waiver program, relocating from one region to another, transitioning to another case management entity, transitioning between day programs, being temporarily institutionalized, etc. This includes notifying all team members, providing documentation, and maintaining contact with other case managers, etc. in accordance with Agency program rules and requirements. The Contractor is responsible for collaborating with acute and long term care providers (including, but not limited to hospitals and nursing facilities) on discharge and transition planning for individuals returning to the community. Collaboration includes, but is not limited to, outreaching the facility upon notification of an inpatient admission or observation, participating in the development of the discharge plan, requesting a copy of the discharge plan, and following up to ensure delivery of post-discharge services in order to avoid gaps in care. For more information and requirements on transition planning, please refer to Supplement Two – “Case Management Guide” and Supplement Three – “Recovery Management Guide.”

**INITIAL CASELOAD ASSIGNMENT; ANNUAL CHOICE OF CONTRACTOR; TRANSFER OF INDIVIDUALS TO ANOTHER CONTRACTOR; CASELOAD MANAGEMENT.** In the event that a current Contractor is awarded the same region through this procurement, for continuity of care, the Agency will assign that Contractor the same individuals in the applicable regions. In the event that a current Contractor is replaced by a new Contractor in a particular region, the Agency will assign the individuals affected to a new Contractor within the region. Individuals new to the program will be assigned equitably between the Contractors in that region. After initial assignments, there is no guaranteed caseload. Individuals may request a different Contractor in their region within 60 days of initial assignment to a new case management entity. Within 7 days of notification of transferred caseloads, all new contractors to a region shall be required to issue notification letters to each new individual on their caseload. The letter shall include notice of change of case management entity, case manager contact information, and notice of the individual's ability and process to request an alternative case management entity. There also will be a period of time as determined and managed by the Agency during which individuals can choose to move to a different Contractor in their region once per year. An individual may request to change case managers on a quarterly basis. A Contractor may not refuse any assigned or reassigned individual. The Contractor must ensure that services for individuals remain in place and that all data and documentation related to that individual is up-to-date electronically. This electronic update of data and documentation must take place within five business days of receiving notification from the Agency that the individual requested reassignment to another Contractor. The Contractor must also notify all team members, provide documentation, and maintain contact with other case managers, etc., in accordance with state program rules and requirements. ODM reserves the right to decrease, increase, or freeze Contractor's caseload if it is deemed appropriate by the Agency.

**INDIVIDUAL AND CAREGIVER EDUCATION AND SUPPORT.** The Contractor will interact with individuals in a positive and proactive person-centered manner, uphold individuals' rights, and educate individuals (and their families/caregivers) about the program and program requirements as described within Rule 5160-45-03, Rule 5160-43-03, and Rule 5160-44-02 of the Ohio Administrative Code.

**PROVIDING SPECIALIZED CLINICAL CONSULTATION TO CASE MANAGEMENT STAFF.** The Contractor must provide and ensure that specialized clinical expertise is available to Contractor case management staff. The Contractor will identify a consultant or a subject matter expert in each of the following areas (one person may have more than one area of expertise: gerontology, pediatrics, physical and developmental disabilities, education, child development, vocational services, substance abuse, behavioral health, transition planning or relocation, and independent living skills).

**CONTRACT MANAGEMENT REQUIREMENTS. ASSURING ALL ASPECTS OF THE CONTRACT ARE MET.** As a designee of the Agency, the Contractor, including its employees and subcontractors, shall comply with and ensure that all Contractor employees and subcontractors comply with the Contract terms and requirements.

**COMPLYING WITH PROGRAM REQUIREMENTS, PROVIDER OVERSIGHT GUIDE, QUALITY MANAGEMENT PLAN, RULES, AND REGULATIONS.** As a designee of the Agency, the Contractor, including its employees and subcontractors, shall comply with state and federal program requirements, rules, and regulations (e.g., Code of Federal Regulations, Ohio Revised Code, Ohio Administrative Code and federally approved Waivers). Changes and modifications to state and federal program requirements, regulations, the Case Management Guide, and the Quality Management Plan are to be expected during the course of this Contract and Contractor employees and subcontractors shall comply with such changes and modifications. If discrepancies exist between proposed rules and approved rules, final approved rules will always supersede. Notices of proposed rules will be forwarded to the Contractor.

IMPLEMENTING AND MANAGING STATEWIDE PROGRAM POLICIES, PROCEDURES, AND PROTOCOLS ALIGNED WITH FEDERAL AND STATE REQUIREMENTS. The Contractor shall provide Contractor employees and subcontractors with its policies, procedures, and protocols that support federal and state program and contractual requirements, rules, and regulations. The Contractor shall implement new and modified policies, procedures, and protocols in a timely manner, but no later than 15 calendar days after notification by the Agency of federal and state requirement changes. The Contractor shall routinely maintain and monitor its policies, procedures, and protocols.

HIRING AND MAINTAINING QUALIFIED STAFF. For the purpose of performing the scope of work, the Contractor shall maintain staff that meet the following criteria, at a minimum:

OHCW. Case Managers must be a licensed RN who possess a current, valid and unrestricted license with the Ohio Board of Nursing with one year paid clinical experience in Home and Community Based Service, OR an LSW or LISW who hold a current, valid and unrestricted license to practice issued by the Counselor, Social Worker, & Marriage & Family Therapist Board in the State of Ohio, with one year paid clinical experience in HCBS.

Clinical Supervisors must be a licensed RN who possess a current, valid and unrestricted license with the Ohio Board of Nursing with five years' paid clinical experience in Home and Community Based Service (HCBS) and one year management experience, OR an LSW or LISW who hold a current, valid and unrestricted license to practice issued by the Counselor, Social Worker, & Marriage & Family Therapist Board in the State of Ohio, with five years' paid clinical experience in HCBS and one year management experience.

Recovery Managers must be a registered nurse, or hold at least a bachelor's degree in social work, counseling, psychology, or a related field and have a minimum of three years post degree experience working with individuals with severe and persistent mental illness, or have a minimum of one year post degree experience working with individuals with diagnosed chronic conditions. Refer to 5160-43-04 of the Ohio Administrative Code.

In addition, executive level staff shall include the following: one staff member with a master's degree in a business or health-related field with at least eight years of management experience; one staff member with at least five years of program management and analysis experience in Home and Community-Based Services or a health-related field; one staff member with at least two years' experience with quality improvement systems.

The Contractor must have staff, or subcontract with a person/organization, who can complete accurate job specifications for home and vehicle modifications and who can prepare those specifications to bid, as well as follow up on completion of modification to confirm specifications were met and are in proper working order. This person/organization must have a minimum of seven years' experience of residential architectural or construction experience that includes accessible design and construction.

All employees of and applicants for employment with the Contractor, or its subcontractors, who have or may have face-to-face contact with or enter the homes of individuals must complete criminal background record checks, such employees and applicants are subject to the same procedures and requirements as are the employees and applicants for employment with home health agencies as described in, and in accordance with Sections 109.572 and 5164.342 of the Ohio Revised Code, and Rule 5160-45-07 of the Ohio Administrative Code. Results of these checks must be kept in a separate, secure file maintained by the Contractor with restricted access by general personnel. Records of staff qualifications must be kept on file by the Contractor and must be maintained in accordance with specific licensure requirements.

The quality of the credentials of the managers and supervisors the Contractor identifies in its proposal to do the work is a material factor in the State's decision to enter into this Contract. Should the Contractor remove from the work any of such people submitted in this proposal, or if a person is unable to maintain employment with the Contractor, the Contractor shall notify the Agency and replace these employees with persons who have the required qualifications per the RFP.

CUSTOMER SERVICE. Customer service must be fundamental to all of the case managers' activities outlined in this RFP. Consistent service from case managers across regions along with a healthy customer service attitude is expected. The Contractor must always aspire to customer satisfaction – that is, the sense that individuals' expectations of the programs have been met. The perceived success of every interaction with individuals, providers, family, and stakeholders is dependent on the Contractor staff. Customer service must be included as part of an overall approach to systematic improvement.

CULTURAL COMPETENCY. The Contractor is responsible for promoting the delivery of services in a culturally competent manner, as defined by the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care (<https://www.thinkculturalhealth.hhs.gov/clas>), to all members, including those with limited English proficiency (LEP) and diverse cultural and ethnic backgrounds. Cultural competency training must be provided to all staff upon hire and annually with an emphasis on the cultures and diversity specific to population in the region served. The Contractor must make oral interpreter services available for all languages free of charge to all individuals. The Contractor must provide written translations of Contractor materials in the prevalent non-English languages of individuals, as identified by the Agency in the Contractor's service area. The Contractor shall make these materials available to individuals free of charge. The Contractor must share specific communication needs information with its providers, as applicable. The Contractor must submit to the Agency, upon request, information regarding the Contractor's individuals with special communication needs, which could

include individual names, their specific communication need, and provision of special services to individuals. The Contractor must participate in the Agency's cultural competency initiatives.

**COMPLAINT PROCESS.** The Contractor shall set up a complaint process pursuant to the criteria set forth in Supplement Two – “Case Management Guide.” The Contractor shall use a web-based Agency-approved complaint system. As part of the complaint process, the Contractor shall respond to questions, problems, or complaints from individuals, providers, nurses, family members, friends, or advocates concerning community long-term care services by identifying, investigating, substantiating and working to resolve the issue that prompted the complaint. The Contractor shall respond to complaints in accordance with the timeframes in Supplement Two – “Case Management Guide.”

**CONTRACTOR'S STAFF AND SUBCONTRACTOR'S STAFF DEVELOPMENT TRAINING.** Development activities (e.g., training, workshops, conferences, peer mentoring, etc.) shall be routinely offered and/or coordinated by the Contractor at least quarterly for all Contractor staff and subcontractor staff as part of ongoing performance goals. The Contractor staff shall participate in Agency-sponsored training seminars and information sessions.

Training seminars and information sessions may be conducted in Columbus, Ohio, for all Contractor staff (generally two to four hours in duration) on an as-needed basis to resolve contract issues. All costs (e.g., travel, phone) associated with these activities are the responsibility of the Contractor.

**CONTRACTOR'S MANAGEMENT STAFF MEETINGS WITH THE OHIO DEPARTMENT OF MEDICAID.** Contractor's management staff shall participate in a staff meeting onsite at the Agency at least quarterly and via phone conference during the remaining months. These management meetings are generally two hours in duration, and will be facilitated by the Agency. All costs (e.g., travel, phone) associated with these activities are the responsibility of the Contractor. More frequent meetings and/or conference calls may be conducted in the first six months of the Contract, or when needed to resolve contract or regional issues.

**COMMUNITY EDUCATION.** The Contractor must proactively identify opportunities for community education and collaborate with other home and community-based stakeholders as needed. The Contractor must be a member of the Aging and Disability Resource Network. The Contractor will respond to community organizations (e.g., Area Agencies on Aging; Alcohol, Drug, Addiction, and Mental Health (ADAMH) boards, county boards of Developmental Disabilities, county Job and Family Services agencies, individual advocacy groups, etc.) seeking technical assistance and/or education about Agency-administered Home and Community Based Service programs. However, pre-approval by the Agency must be obtained prior to Contractor giving the technical assistance or education.

The Contractor must use a variety of media to perform this education function (e.g., newsletters, public announcements, community forums, and agency-specific training sessions). All materials developed and activities conducted must be made accessible to persons with special needs (e.g., individuals who are visually impaired or hearing impaired, individuals who have limited English proficiency) and must use person-centered language. Any materials given to individuals or providers must be pre-approved by the Agency. Community education events will be reported to The Agency on a quarterly basis per specifications outlined in Supplement Five - Quality Management Plan.

**FORMS MANAGEMENT.** The Contractor shall use Agency-approved forms. If other forms are needed for operational purposes under the Contract, such forms must be pre-approved by the Agency. If changes need to be made to Agency forms, those changes must be made by the Agency. If changes to other forms are needed, the Contractor shall get pre-approval by the Agency. Any communication or tracking mechanism, including but not limited to forms, reports, and letters to individuals, providers, or other stakeholders, which are created by the Contractor to support program policies, procedures, and protocols, shall be reviewed and prior-approved by the Agency staff before implementation. Communication and tracking mechanisms identified by the Agency as inconsistent with State program and contractual requirements, guidelines, rules, or regulations may require changes before implementation or, if already implemented, modified to address any inconsistencies.

**USING TECHNOLOGY WHEN COMMUNICATING WITH STAKEHOLDERS.** In addition to paper-based methods of communication, the Contractor shall use technology in communicating with individuals and other stakeholders. At a minimum, the Contractor shall use secure electronic-mail and maintain an up-to-date website, which includes program information, organizational information, and other information as required throughout this RFP (e.g., community resource manual, etc.). The Contractor shall give the Agency advance notice of updates and changes to any materials on its website. The Contractor's website must adhere to State IT Policy IT-10 Moratorium on the Use of Advertisements, Endorsements and Sponsorships on State-Controlled Websites. If requested by the Agency, the Contractor shall make changes to its website.

**USING AGENCY APPROVED CASE MANAGEMENT COMPUTER SYSTEMS.** The Ohio Department of Medicaid requires the Contractor must use an approved Agency case management system throughout the duration of the Contract. The Contractor shall also use Agency computer systems, including but not limited to the following: Ohio Integrated Eligibility System (also known as Ohio Benefits), and the Medicaid Information Technology System (MITS). MITS processes and stores data on all claims submitted for Medicaid and other health programs administered by the Agency. The system also maintains information on Medicaid individual eligibility, approved equipment/medications/services, reimbursement rates, Medicaid providers, and the prior authorization process. Ohio Benefits (OB) establishes eligibility for a variety of programs including Medicaid, food stamps, and Ohio Works First payments. County Department of Job and Family Services staff use OB to

conduct interactive eligibility interviews with applicants and individuals. Nightly data feeds from OB transfer health plan eligibility information to MITS.

The Contractor must be able to transmit and receive information to and from the statewide provider oversight contractor and other case management entities in order to support core operations, communication, and coordination associated with provider compliance findings; incident management and investigation; and provider enrollment.

CONTRACTOR TECHNOLOGY REQUIREMENTS. The Contractor must agree to comply with all Agency security requirements. Data integrity and security are an important element of system utilization. The Contractor is required to use its own Virtual Private Network (VPN) to access Agency systems. The cost of this VPN or any other Agency-required access technology is to be absorbed by the Contractor. The Contractor is responsible for the purchase of all software and hardware not otherwise supplied by the Agency.

As needed, Contractor representatives will be included in the Agency's discussions, meetings, and project testing for system modifications and new system modules impacting the administration of the Agency-administered programs described in this Contract. All system functions, and data must be in compliance with any and all HIPAA requirements and other applicable federal and state system standards and requirements.

Upon termination of the Contract, the Contractor must provide all of the Project data not included in the Agency-approved system, at no cost to the Agency, in accordance with a format and transfer plan to be agreed upon between the Agency and the Contractor at least 180 calendar days prior to the conclusion of the Contract.

This transfer plan must be developed and shared with the Agency within 90 days of the start of the contract. The Contractor must update the transfer plan quarterly and this plan must be made available to the Agency when requested.

CASE MANAGEMENT QUALITY MANAGEMENT PLAN. The Contractor is subject to the terms of Supplement Five – Agency Quality Management Plan. The Contractor shall participate and cooperate in any and all matters related to the Quality Management Plan, including Agency initiatives involving health equity and cultural competency. The Agency may amend the Quality Management Plan as needed, and the Contractor shall be subject to all amendments. Reasons for amending the Quality Management Plan include without limitation to clarify expectations, align with the Agency's overall quality strategy, or to correspond with administrative rule changes or otherwise address a change in the Agency's needs.

MAINTAINING PHYSICAL AND ELECTRONIC FILES FOR EACH INDIVIDUAL. All records, including individual and provider information records related to this Contract, must be kept by the Contractor at a centrally located Contractor regional office. The Contractor will assume the cost of collecting, organizing, and providing any technology needed to access the records whenever the State or anyone else with audit rights requests access to the Contractor's work records. The Contractor will do so within and not to exceed five business days. The files must include at least the following information:

- All program eligibility tools and documentation.
- All person-centered service planning tools and documentation.
- Any other individual documentation.
- Any other information necessary for effective coordination of individual's care.

The Contractor must have appropriate policies and procedures to maintain the confidentiality of individual records and ensure individuals have access to their own records upon request. The Contractor must ensure that individual records are kept confidential, and must have a procedure which explains release of records to parties other than members of the individual's team, in compliance with any and all HIPAA and Agency requirements. Any breach of protected health information must be promptly reported to the Agency. The Contractor must retain records in accordance with federal and state law. If the Contractor intends to maintain paper records, at the conclusion of the project the Contractor shall deliver the records in accordance with instructions provided by the Agency. If the Contractor intends to create and maintain electronic records, the Contractor must comply with the additional requirements set forth in Supplement One.

The Contractor shall maintain all records, and upon termination of the Contract by either party, the Contractor is responsible for providing all records not located in the Agency- approved system to the Agency at least 30 days prior to termination date or on a date mutually agreed to by the Agency and the Contractor.

OFFICE LOCATION/ENVIRONMENT/HOURS. The Contractor must have at least one physical office location in each region awarded for the coordinating site to manage and administer the Scope of Work in this Contract. Personal residences are not acceptable regional office locations. All physical office locations must be accessible for business purposes related to the Contract work and must be fully compliant with Americans with Disabilities Act (ADA) access standards.

The Contractor's office locations must have the capacity to copy and fax, as well as have computers capable of compiling data in formats compatible with all Agency applications. The main coordinating office location must have at least two on-site conference rooms to comfortably accommodate six or more people and be available for meetings with state staff, Agency site reviews, etc. Access to large conference or training rooms for regional training seminars, etc. must be available either offsite or in the main coordinating office location. Normal working hours for the administrative offices will be Monday through Friday (except for State holidays only) from 7:00 a.m. to 6:00 p.m., Eastern Standard Time.

The Contractor must make available 24/7 access to care management support services, at minimum, through a call-in system. The call-in system must be staffed by appropriately qualified health personnel, whose scope of practice and licensure permits them to perform the required functions associated with the role, as the caller's first point of live contact to answer the call, triage the issue, and determine an immediate course of action (i.e. transfer to care manager or local behavioral health crisis services, provide intervention).

INTERFACING WITH STATEWIDE PROVIDER OVERSIGHT CONTRACTOR. During this contract period the Contractors shall interface with the statewide Provider Oversight Contractor who, among other things, will perform the incident management and investigation as outlined in Rule 5160-45-05 of the Ohio Administrative Code, and the structural review process as outlined in Rule 5160-45-06 of the Ohio Administrative Code. Rule 5160-45-05 of the Ohio Administrative Code defines incidents; the reporting, notification and response requirements; investigation requirements; the process for substantiating incidents; and recommending provider sanctions to the Agency. In addition, the Contractor must report all incidents, as currently defined and as amended in the future, to the statewide Provider Oversight Contractor for investigation.

INTAKE INVOICING. Intake invoicing, based on a format defined by the Agency, must be submitted to the Agency monthly. The report must include information about initial contacts completed during the previous month (e.g., the Intake Invoice submitted in August must include information about initial contacts completed in July.) All reports are due by the 15th calendar day of the following month or on the next business day when the 15th falls on a Saturday, Sunday, or State or Federal holiday. The first invoice should be submitted following the first full month after the Contract is initiated. Payment for initial contacts will be based on the Agency acceptance of the monthly Intake Invoice accuracy.

ASSESSMENT INVOICING. Assessment Invoicing, based on a format defined by the Agency, must be submitted to the Agency monthly. The Assessments Invoice must include information about initial and program specific annual assessments completed during the previous month (e.g., the Assessment Report submitted in August must include information about assessments completed in July.) All reports are due by the 15th calendar day of the following month or on the next business day when the 15th falls on a Saturday, Sunday, or State or Federal holiday. The first invoice should be submitted following the first full month after the Contract is initiated. Payment for initial and annual assessments will be based on the Agency's acceptance of the monthly Assessment Invoice accuracy. SRS assessment invoicing applies to initial assessments only.

CASELOAD INVOICING. Caseload Invoices, based on a format defined by the Agency, must be submitted to the Agency monthly. The Caseload Report must include information about the number of program specific cases managed during the previous month (e.g., the Caseload Report submitted in August must include information about the number of cases managed in July). All reports are due by the 15th calendar day of the following month or on the next business day when the 15th falls on a Saturday, Sunday, or State or Federal holiday. The first report must be submitted following the first full month of the initial Contract period. Payment for the numbers of cases managed will be based on the Agency acceptance of the monthly Caseload Report.

CASE MANAGEMENT SYSTEM. Contractor must have its own case management system to track and route all assigned cases. Contractor shall provide ODM, ODM oversight entities, and all ODM approved contractors and partner agency staff, licenses and access into the system on an ongoing, continual basis. Contractor must notify ODM of any service periods in which the system will not be accessible. Contractor's case management system must meet all requirements found in Supplement Nine – Security Supplement. Additionally, Contractor must allow ODM, ODM oversight entities, or its approved vendor, to conduct system audits as it determines necessary or appropriate, to determine Contractor's compliance with Supplement Nine.

Contractor must work with ODM to provide all requested reports to ODM. Contractor must provide the State with the requested reports, and a complete copy of all data, in a State approved format on a weekly basis, or as otherwise mutually agreed by the parties.

DATA CONVERSION/MIGRATION. Contractor will be responsible for migrating ODM allotted active cases from the current system to its own case management system. Selected Offeror(s) will work with the current system vendor on their data/system needs in preparation for the migration and conversion of the data to their respective systems.

A sample data dictionary of the current system (MS-SQL based database) and Physical Diagram Membership is included in Attachment Twenty.

END-USER TRAINING AND CUSTOMER SUPPORT. Contractor shall provide end-user training and documentation (for ex: Job aid) to ODM, ODM approved contractors, and partner agency staff on the use of its system. Contractor shall make customer support available to ODM, and ODM approved contractors, and partner agency staff for its system.

OPTIONAL: ODM STAFF AUTHENTICATION. If multiple vendors are selected, Contractor must submit pricing for work for using a common USERID for ODM staff across multiple vendor systems. Contractor must be willing and able to collaborate with other vendors to accomplish this work.

IMPLEMENTATION OF NEW INITIATIVES OR MODIFICATIONS TO CURRENT INITIATIVES. The Contractor must be able to create, change, or update documents if ODM initiatives are created, approved, or modified. The State will give as much notice as practicable, but Contractor must be able to create or make all changes within thirty (30) days, or a mutually agreed upon timeframe. The State expressly reserves the right to not change the thirty day requirement.

SPECIFICATION OF DELIVERABLES. In addition to performing the Work, the Contractor must submit the following additional Deliverables:

QUARTERLY REPORTS. Quarterly Reports, based on a format defined by the Agency, must be submitted to the Agency as outlined in Supplement Five – Quality Management Plan. All reports are due by no later than the fifth business day following the conclusion of the State Fiscal Year quarter. The first report must be submitted following the first full SFY quarter after the Contract is initiated. Additional reports may be requested at the Agency's discretion, as outlined in Supplement Five – Quality Management Plan. There is not a separate payment for this Deliverable.

The Agency reserves the right to set and/or change minimum standards for reporting content/frequency after the first six months of Contractor performance monitoring.

CONTRACTOR RESPONSIBILITIES. The Contractor must meet all RFP requirements and perform Work as defined in the Scope of Work.

ATTACHMENT ONE: WORK REQUIREMENTS AND SPECIAL PROVISIONS  
PART TWO: SPECIAL PROVISIONS

THE OFFEROR'S FEE STRUCTURE. The Contractor will be paid as proposed on the Cost Summary Form after the Agency approves the receipt of product(s) and continued completion of all deliverables.

REIMBURSABLE EXPENSES. None.

BILL TO ADDRESS.

Ohio Department of Medicaid  
OSS-MCD-Voucher Processing  
P.O. Box 182880  
Columbus, OH 43218-2880

PRE-AWARD IDENTIFICATION OF OHIO CERTIFIED MBE SUBCONTRACTOR AND AGENCY REQUIRED MINIMUM PERCENTAGE. In the Evaluation Scoring Formula of the RFP, the Offeror who identifies one or more qualified Ohio certified MBE subcontractor and has the highest percentage of its cost proposal meeting or exceeding the minimum percentage set aside exclusively for Ohio certified MBE subcontractors' Work will receive the maximum number of points set forth in the RFP. If remaining Offerors meet the minimum percentage and have identified one or more qualified Ohio certified MBE subcontractor, the Offeror will receive a percentage of the maximum points allowed. Offerors who do not meet the minimum percentage or do not identify one or more Ohio certified MBE subcontractor will be disqualified.

TRACKING. After the award of the RFP but prior to the commencement of any subcontract work, the selected Offeror must submit the names of selected Ohio certified MBE subcontractors for approval to the Agency. Offeror shall indicate on all invoices submitted to the Agency the dollar amount attributed to the Work provided by selected Ohio certified MBE subcontractors along with documentation of the Ohio certified MBE subcontractors' activities. Offeror shall report all Ohio certified MBE subcontractor payments under this Contract monthly to the Agency. Compliance with Offeror's proposed cost set-aside percentage is a term of this contract and failure to attain the selected percentage by the expiration of the contract may result in the Offeror being found in breach of contract.

REMEDIES.

MODIFICATION OR WAIVER. Offeror may apply in writing to the Agency, on a form prescribed by DAS, for a waiver or modification of its proposed MBE set-aside cost percentage. However, no modification or waiver request may be submitted within six (6) month of the commencement of the Work or within two (2) months of the expiration of any term of the Contract. Offeror shall submit evidence acceptable to the Agency demonstrating that Offeror made a good faith effort to seek Ohio certified MBE subcontractors, in order to justify the granting of a waiver or modification. Within 30 days of receipt of the request, the Agency will determine whether the Offeror's good faith efforts and submitted documentation justify the granting of a waiver or modification. If a waiver or modification is denied, Offeror will have an opportunity to attain the percentage before the completion of the work. Compliance with any modified cost set-aside percentage is a term of this contract and failure to attain the percentage by the expiration of the contract may result in the Offeror being found in breach of contract.

FEE AT RISK. Compliance with Offeror's proposed cost MBE set-aside percentage is a term of this contract. Contractor agrees to place five percent (5%) of the total amount of its Contract at risk for failure to attain the cost MBE set-aside percentage by the expiration of the contract.

CONTRACTOR LIMITATIONS. The Contractor or any of its subcontractors may not provide direct home health or waiver program services to any individuals enrolled in the Agency-administered HCBS waiver programs through the entire term of the Contract.

FINANCIAL ABILITY. Once awarded the contract, the Contractor will have an audit of its financial statements performed in compliance with Generally Accepted Auditing Standards (GAAS) every year. Copies of the audited financial statements and reports produced using the above standards shall be submitted to DAS within six (6) months of the end of the Contractor's financial reporting period. If the State determines within three (3) months of the receipt of the audit that the Contractor's financial ability is inadequate, the contract is subject to termination after receipt of a formal intent to terminate the contract. In any case, a 30-day notice shall be given by the State.

SUBPOENAS, COURT ORDERS, AND LEGAL NOTICES. Any subpoena or court order received by the Contractor which relates to the Scope of Work and Deliverables under the Contract shall be directed to the Agency, with a copy also forwarded to the Contractor's legal counsel. Upon receipt, the Contractor's legal counsel shall promptly contact the Agency's legal counsel to determine how to proceed. The Contractor shall also notify the Agency of any litigation or other legal matters which involve or otherwise pertain to the Scope of Work under this Contract. In the event that the Contractor possesses or has access to information and/or documentation needed by the Agency with regard to the above, the Contractor agrees to cooperate with the Agency in gathering and providing such information and/or documentation.

RECORD REQUESTS. The Contractor is responsible for responding to any request for records which it receives related to the Contract, including subpoenas and public records requests, and shall promptly notify the Agency of any such request that the Contractor receives. The Scope of Work under this Contract involves certain information which is subject to confidentiality, safeguarding, and/or public records requirements, and the Contractor agrees and understands that it is bound by all state and federal laws which pertain thereto when responding to requests for records. Some of these requirements, without limitation, are found in 42 C.F.R. 431.300, *et seq.*, and sections 5160.45 and 149.43 of the Ohio Revised Code. Upon receipt of any request for records related to the Contract, the Contractor shall review the request to determine whether the requested records may be exempted from release under the provisions of Section 149.43 of the Ohio Revised Code, or if the records are otherwise made confidential by another state or federal law prior to responding to the request.

## 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 will 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. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following information, chronologically in order, with tabbed sections as listed below:

1. Cover Letter and Mandatory Requirements
2. Certification
3. Signed Contracts
4. Offeror Profile and Prior Projects
5. Offeror References
6. Staffing Plan
7. Personnel Profile Summary
8. Work Plan
9. Support Requirements
10. Conflict of Interest Statement
11. Assumptions
12. Proof of Insurance
13. Payment Address
14. Contract Performance
15. W-9 Form and Additional Supplier Information Form
16. Affirmative Action Plan
17. Banning the Expenditure of Public Funds on Offshore Services
18. Cost Summary Form

### REQUIREMENTS:

1. **Cover Letter.** The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the Offeror. The cover letter will provide an executive summary of the solution the Offeror plans to provide. The letter must also have 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 Proposal, including their titles.
  - c. The name, phone number, fax number, e-mail 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 Offeror is selected 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, e-mail 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 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.
- h. A statement that the Offeror does not assume there will be an opportunity to negotiate any aspect of the proposal.
- i. A statement indicating the Offeror will comply with all Federal and Ohio (Ohio Revised Code) Laws and Rules of the Ohio Administrative Code as those law and rules are currently enacted and promulgated, and as they may subsequently be amended and adopted.
- j. A statement that the Contractor shall not substitute, at Project start-up, different personnel from those evaluated by the State except when a candidate's unavailability is no fault of the Contractor (e.g., Candidate is no longer employed by the Contractor, is deceased, etc.).
- k. A statement that the Offeror is not now and will not become subject to an "unresolved" finding for recovery under Revised Code Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying DAS of such finding.
- l. A statement that all the Offerors personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract. Refer to the Political Contributions paragraph in Attachment Three, Part Seven of this RFP document.
- m. All contractors from whom the State or any of its political subdivisions make purchases in excess of \$2500.00 shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the Equal Employment Opportunity office of the Department of Administrative Services. Provide a statement that the Offeror has been approved through this affirmative action program. Refer to the Affirmative Action paragraph in Attachment Two and to the Equal Employment Opportunity paragraph in Attachment Three, Part Seven of this RFP.
- n. Registration with the Secretary of State. By the signature affixed to this Offer, the Offeror attests that the Offeror is:
  - 1) An Ohio corporation that is properly registered with the Ohio Secretary of State; or
  - 2) A foreign corporation, not incorporated under the laws of the State of Ohio but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under Sections 1703.01 to 1703.31 of the Ohio Revised Code, which transacts business in the State of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250 nor more than ten thousand dollars. No officer of a foreign corporation shall transact business in the State of Ohio, if such corporation is required by Section 1703.01 to 1703.31 of the Revised Code to procure and maintain a license but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree.

Offeror attests that it is registered with the Ohio Secretary of State.

The Offeror's Charter Number is: \_\_\_\_\_.

Questions regarding registration should be directed to (614) 466-3910 or visit the Web site at:  
<http://www.sos.state.oh.us>

All Offerors who seek to be considered for a contract award must submit a response that contains an affirmative statement using the language in paragraph(s) a. through n. above.

Responses to all Mandatory Requirements from Table 1 must be included in this section (Tab 1).

2. Certification. Each Proposal must include the following certification signed by the individual Offeror.

*(Insert Company name)* affirms they are the prime Offeror.

*(Insert Company name)* affirms it shall not and shall not allow others to perform work or take data outside the United States without express written authorization from DAS.

*(Insert Company name)* affirms that all personnel provided for the Project, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents.

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

*(Insert Company name)* agrees that it is a separate and independent enterprise from the State of Ohio, the Agency, and the Department of Administrative Services. *(Insert Company name)* has a full opportunity to find other business and has

made an investment in its business. Moreover (*Insert Company name*) will retain sole and absolute discretion in the judgment of the manner and means of carrying out its obligations and activities under the Contract. This Contract is not to be construed as creating any joint employment relationship between (*Insert Company name*) or any of the personnel provided by (*Insert Company name*), the Agency, or the Department of Administrative Services.

(*Insert Company name*) affirms that the individuals supplied under the Contract are either: (1) employees of (*Insert Company name*) with (*Insert Company name*) withholding all appropriate taxes, deductions, or contributions required under law; or (2) independent contractors to (*Insert Company name*).

*If the Offeror's personnel are independent Contractors to the Offeror, the certification must also contain the following sentence:*

(*Insert Company name*) affirms that it has obtained a written acknowledgement from its independent Contractors that they are separate and independent enterprises from the State of Ohio and the Department of Administrative Services and the Agency for all purposes including the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contributions Act, the provisions of the Internal Revenue Code, Ohio tax law, worker's compensation law and unemployment insurance law.

*If the Offeror qualifies as a Veteran Friendly Business Enterprise as defined by ORC 9.318 and OAC 123:5-1-01 (KK), the certification must also contain the following sentence:*

(*Insert Company name*) affirms that they are certified as a Veteran Friendly Business Enterprise as defined by Ohio Revised Code 9.318 and Ohio Administrative Code 123:5-1-01(KK).

3. Signed Contracts. The Offeror must provide two (2) originally signed, blue ink copies of the included Contract, Attachment Four. Offeror must complete, sign and date both copies of the Contract and include it with their Proposal. (Attachment Four).
4. Offeror Profile and Prior Projects. Each Proposal must include a profile of the Offeror's capability, capacity, and relevant experience working on projects similar to this Work. The profile must also include the Offeror's legal name; address; telephone number; fax number; e-mail address; 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 engaged in tasks directly related to the Work; and any other background information that will help the State gauge the ability of the Offeror to fulfill the obligations of the Contract. The financial stability of the company should also be described and is considered a necessary component of this portion of the Proposal's response. This RFP includes Offeror Profile Summary Form as Attachment Five A which must be completed for the Offeror. The Offeror must use this form and fill it out completely to provide the Offeror requirement information.

The Offeror shall also provide information on the firm's background as well as evidence that it has in place the personnel, internal procedures, and any other resources required under the terms of the Contract to ensure successful performance and contract compliance. Offerors must describe current operational capacity of the organization and the Offeror's ability to absorb the additional workload resulting from this Project. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

The Offeror must document previous experience and expertise in providing a minimum of three (3) previous projects, similar in size and complexity, in the previous four (4) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachment Five B, C, and D must be filled out completely for each of the three (3) projects provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

5. Offeror References. The Offeror must include a minimum of three (3) references for organizations and/or clients for whom the Offeror has successfully provided services on projects that were similar in their nature, size, and scope to the Work. These references must relate to work that was completed within the past four (4) years. This RFP includes an Offeror Reference Form as Attachment Six. Failure to recreate the form accurately may lead to the rejection of the Offeror's Proposal.

The State does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Offerors 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. Previous experience must include the conduct, management, and coordination of projects. Incumbents must ensure specifics are addressed. Evaluations will not be based on intrinsic knowledge of evaluation committee members.

The description of 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. Details such as the size of the contracting organizations, duration of involvement, level of responsibility, significant accomplishments, as well as a thorough description of the nature of the experience will be required for appropriate evaluation by the committee.

- a. Contact Information. The contact name, title, phone number, e-mail address, company name, and mailing address must be completely filled out. If the primary contact cannot be reached, the same information must be included for an alternate contact in lieu of the primary contact. Failure to provide requested contact information may result in the State not including the reference in the evaluation process.
- b. Project Name. The name of the project where the mandatory experience was obtained and/or service was provided.
- c. Dates of Experience. Must be completed to show the length of time the Offeror performed the experience being described, not the length of time the Offeror was engaged for the reference. The Offeror must complete these dates with a beginning month and year and an ending month and year.
- d. Description of the Related Service Provided. The State does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Offerors 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.
- e. 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.
- f. The Offeror'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.

When contacted, each reference must be willing to discuss the Offeror's previous performance on projects that were similar in their nature, size, and scope to the Work.

6. Staffing Plan. The Offeror must provide a staffing plan that identifies all key personnel required to do the Project and their responsibilities on the Project. The State is seeking a staffing plan that matches the proposed Project personnel and qualifications to the activities and tasks that will be completed on the Project. In addition, the plan must have the following information:
  - a. A matrix matching each key team member to the staffing requirements in this RFP.
  - b. A contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s).
  - c. A discussion of the Offeror's ability to provide qualified replacement personnel.
  - d. The Offeror must submit a statement and chart that clearly indicate the time commitment of the proposed work team, including the Project Manager, to the Project and any other, non-related work during the term of the Contract. The Offeror must also include a statement indicating to what extent, if any, the Project Manager may be used on other projects during the term of the Contract. The evaluation committee may reject any Proposal that commits the proposed Project Manager to other work during the term of the Contract if the evaluation committee believes that doing so will be detrimental to the Offeror's performance.
7. Personnel Profile Summary. This RFP includes Offeror Candidate Forms as Attachments Seven A, B and C. The Offeror must use these forms and fill them out completely for each key candidate referenced. The forms must be completed using typewritten or electronic means. The forms may be recreated electronically, but all fields and formats must be retained. Failure to recreate the forms accurately may lead to the rejection of the Offeror's Proposal.

All candidate requirements must be provided using the Offeror Candidate Forms (See Attachments Seven A, B and C.) The various sections of the form are described below:

- a. Candidate References. If fewer than three (3) projects are provided, the Offeror must include information as to why fewer than three (3) projects were provided. The State may disqualify the proposal if fewer than three (3) projects are given. (Refer to Attachment Seven A.)

For each reference the following information must be provided:

- 1) Candidate's Name.
- 2) Contact Information. The contact name, title, phone number, e-mail address, company name, and mailing address must be completely filled out. If the primary contact cannot be reached, the same information must be included for an alternate contact in lieu of the primary contact. Failure to provide requested contact information may result in the State not including the reference experience in the evaluation process.
- 3) Dates of Experience. Must be completed to show the length of time the candidate performed the technical experience being described, not the length of time the candidate worked for the company. The Offeror must complete these dates with a beginning month and year and an ending month and year.

- 4) **Description of the Related Service Provided.** The State does not assume that since the technical requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Contractors must reiterate the technical experience being described, including the capacity in which the experience was performed and the role of the candidate in the reference project as it relates to this RFP Project. It is the Contractors' responsibility to customize the description to clearly substantiate the candidate's qualification.
- b. **Education and Training.** This section must be completed to list the education and training of the proposed candidates and will 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. Must include copies of any pertinent licenses and or certificates. (Refer to Attachment Seven B.)
- c. **Required Experience and Qualifications.** This section must be completed to show how the candidate meets the required experience requirements. If any candidate does not meet the required requirements for the position the candidate has been proposed to fill, the Offeror's Proposal may be rejected as non-responsive. (Refer to Attachment Seven C.)

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.

One of the criteria on which the State may base the award of the Contract is the quality of the Offeror's Work Team. Switching personnel after the award will not be accepted without due consideration. The Offeror must propose a Work Team that collectively meets all the requirements in this RFP. Additionally, each team member may have mandatory requirements listed in this RFP that the team member must individually meet. All candidates proposed must meet the technical experience for the candidate's position and be named.

8. **Work Plan.** Offeror must fully describe its current capacity, approach, methods, and specific work steps for doing the Work on this Project. The State encourages responses that demonstrate a thorough understanding of the nature of the Project and what the Contractor must do to complete the Project satisfactorily. To this end, the Offeror must submit for this section of the Proposal the Project plan that will be used to create a consistent, coherent management plan of action that will be used to guide the Project. The Project plan should include detail sufficient to give the State an understanding of the Offeror's knowledge and approach, including Gantt charts documenting the successful completion of all of the deliverables to complete the Project.

The Work Plan must demonstrate an understanding of the requirements of the project as described in Attachment One Part One Work Requirements. Describe the methodologies, processes and procedures it will utilize in the implementation and production of the Scope of Work. Provide a comprehensive Work Plan that gives ample description and detail as to how it proposes to accomplish this project and what resources are necessary to meet the deliverables.

The State seeks insightful responses that describe proven state-of-the-art methods. Recommended solutions should demonstrate that the Offeror would be prepared to immediately undertake and successfully complete the required tasks. The Offeror's Work Plan should clearly and specifically identify key personnel assignments. (NOTE: The staffing plan should be consistent with the Work plans).

Additionally, the Offeror should address potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

9. **Support Requirements.** The Offeror must describe the support it wants from the State other than what the State has offered in this RFP. Specifically, the Offeror should address the following:
  - a. Nature and extent of State support required in terms of staff roles, percentage of time available, etc.;
  - b. Assistance from State staff and the experience/qualification level required; and
  - c. Other support requirements.

The State may not be able or willing to provide the additional support the Offeror lists in this part of its Proposal. The Offeror must therefore 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.

10. **Conflict of Interest Statement.** Each Proposal must include a statement indicating whether the Offeror or any people that may work on 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 has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.
11. **Assumptions.** The Offeror must provide a comprehensive listing of any and all of the assumptions that were made in preparing the proposal. If any assumption is unacceptable to the State, it may be cause for rejection of the Proposal. No assumptions shall be included regarding negotiation, terms and conditions, and requirements.

12. Proof of Insurance. In this section, the Offeror must provide the certificate of insurance required by the General Terms & Conditions, Attachment Three, Part Two. The policy may be written on an occurrence or claims made basis.
13. Payment Address. The Offeror must provide the address to which payments to the Offeror will be sent.
14. Contract Performance. The Offeror must complete Attachment Eight, Offeror Performance Form.
15. W-9 Form and Supplier Information Form. The Offeror must complete Federal Form W-9, Request for Taxpayer Identification Number and Certification form and the Supplier Information Form (OBM-5657) in their entirety. At least one (1) original of each form (signed in blue ink) must be submitted in the "original" copy of the Proposal. All other copies of the Proposal may contain duplicates of these completed forms. If a subsidiary company is involved, Offerors must have an original W-9 for both the parent and subsidiary companies. These documents and directions can be found on the OBM Web site under the heading "Supplier Forms" at <http://www.supplier.obm.ohio.gov/>.
16. Affirmative Action. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using:

<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>.

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's Web site:

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

Copies of approved Affirmative Action plans shall be supplied by the Offeror as part of its Proposal or inclusion of an attestation to the fact that the Offeror has completed the process and is pending approval by the EOD office.

17. Governing The Expenditure Of Public Funds For Offshore Services. The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Offeror must complete the attached Contractor/Subcontractor [Affirmation and Disclosure](#) to abide with Executive Order 2011-12K affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States. During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

18. Cost Summary Form. The Cost Summary Form (Attachment Nine) must be submitted with the Offeror's Proposal. The Offeror's total cost for the entire Project must be represented as the firm fixed price, for a not-to-exceed fiscal year cost. Offerors shall provide a comprehensive cost analysis; this cost must include all ancillary costs. All costs for furnishing the services must be included in the Cost Proposals as requested. No mention of or reference to, the Cost Proposals may be made in responses to the general, technical, performance, or support requirements of this RFP.

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 120 days, starting on the due date for proposals. The awarded contractor must hold the accepted prices and/or costs for the entire contract period. No price change shall be effective without prior written consent from DAS, OPS.

NOTE: Offeror's should ensure Cost Proposals are submitted separately from the Technical Proposals, as indicated the Proposal Submittal paragraph of this RFP (see Part Three). This information should not be included in the Technical Proposal.

The State shall not be liable for any costs 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 Offeror's Proposal (collectively referred to as the "RFP") 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 will do the Project in a professional, timely, and efficient manner and will provide the Deliverables in a proper fashion. The Contractor will also 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. 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 satisfaction of the State and the Contractor is paid. 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 State however, 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 will also 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.

It is understood that the State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and other obligations due as part of this Contract, the State's obligations under this Contract are terminated 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. The RFP may also have several dates for 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 and the mutually agreed to Work Plan requires. 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. The State may also have certain obligations to meet. Those obligations, if any, are also listed in the RFP. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP 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 all professional management skill to avoid an extension and has given the State meaningful written notice of the State's failure to meet its obligations within five (5) business days of the Contractor's realization that the State's delay will impact the Project. The notice to the State must be directed at making the State aware of its delay and the impact of its delay. It must be sent to the Agency Project Representative and the State Procurement Representative. Remedies resulting from the State's delay will be at the State's discretion.

The State seeks a complete Project. Any incidental items omitted in the RFP will be provided as part of the Contractor's not-to-exceed fixed price. The Contractor 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.

**ECONOMIC PRICE ADJUSTMENT.** The Contract prices(s) will remain firm throughout the initial term of the Contract. Thereafter, prior to Contract renewal, the Contractor may submit a request to adjust their price(s) to be effective on the effective date of the Contract's renewal. No price adjustment will be permitted prior to the effective date; on purchase orders that are already being processed; or on purchase orders that have been filled.

Price increases must be supported by a general price increase in the cost of the materials/services rendered due to documented increases in the cost of related materials/services. Detailed documentation, to include a comparison list of the Contract items and proposed price adjustments must be submitted to support the requested adjustment. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding adjustment, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the adjusted costs in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the Contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the Contract pricing will be returned to the pricing in effect prior to the temporary decrease. Failure to comply with this provision will be considered as a default and will be subject to the Suspension and Termination section contained herein.

**COMPENSATION.** In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP (the "Fee"), plus any other expenses identified as reimbursable in the RFP. In no event will payments under this Contract exceed the "not-to-exceed" amount in the RFP 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 is also contingent on the Contractor delivering a proper invoice and any other documents required by the RFP.

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 fifteen (15) business days after it receives a defective invoice of any defect and provide the information necessary to correct the defect.

The Contractor will send all invoices under this Contract to the "bill to" address in the RFP 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 may then deduct the disputed amount from its payment as a non-exclusive remedy. If, in the opinion of the State, a material breach has occurred by the Contractor, the State retains the right to withhold payment from the Contractor. Both parties agree that an attempt at resolution of any claims or material breach or disputes will first be made jointly by the Contractor Project Manager, the Contractor Project Principal, the Agency Project Representative and the State Procurement Administrator. If, within 30 calendar days following the above notification, the claim or dispute has not been resolved, only then will it be submitted to non-binding mediation (pursuant to the rules as stipulated by the American Arbitration Association). A claim or dispute must be submitted to non-binding mediation prior to the initiation of any formal legal process. 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. No payments are required to be made by the State until the matter is resolved.

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 will reimburse the State for that amount at the end of the 30 calendar days as a non-exclusive 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.

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

In making any reimbursable expenditure, the Contractor will always comply with the more restrictive of its own, then-current internal policies for making such expenditures or with the State's then-current policies. All reimbursable travel will require the advance written approval of the State's Agency Project Representative. All reimbursable expenses will be billed monthly and paid by the State within 30 business days of receiving the Contractor's invoice.

**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:

1. All statutory provisions under ORC Section 126.07, have been met.
2. All necessary funds are made available by the appropriate state agencies.
3. If required, approval of this Contract is given by the Controlling Board of Ohio.

If the State is relying on Federal or third-party funds for this Contract, the State gives the Contractor written notice that such funds have been made available.

**EMPLOYMENT TAXES.** Each party will be solely responsible for reporting, withholding, and paying all employment related taxes, payments, and withholdings for its own personnel, including, but not limited to, Federal, state and local income taxes, social security, unemployment or disability deductions, withholdings, and payments (together with any interest and penalties not disputed with the appropriate taxing authority). All people the Contractor provides to the State under this Contract will be deemed employees of the Contractor for purposes of withholdings, taxes, and other deductions or contributions required under the law.

**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. 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 at a later time.

**NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS.** DAS requires suppliers and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those suppliers and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a supplier or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

**ELECTRONIC COMMERCE PROGRAM.** The State of Ohio is an active participant in E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the Contractor by reducing time delays in receiving invoices and making payments that are associated with the existing manual processes. The contractor is encouraged to move toward compliance with electronic commerce technologies as this will be the preferred method of doing business with the State of Ohio. Information regarding E-Commerce is available on the Office of Budget and Management's website at <http://obm.ohio.gov/StateAccounting/edi/default.aspx> for additional information regarding E-Commerce.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS  
PART TWO: WORK & 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.

BANNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES.

1. Executive Order Requirements. The Contractor affirms to have read and understands [Executive Order 2011-12K](#) and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Offeror must complete the attached Contractor/Subcontractor Affirmation and Disclosure form attachment to abide with Executive Order 2011-12K, affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States. During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

2. Termination, Sanction, Damages. If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

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

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of one percent (1.0 %) of the value of the Contract.

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

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

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

SUBCONTRACTING. The Contractor may not enter into subcontracts for the Work after award without written approval from the State. 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 Work. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the RFP.

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 will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. 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. That written agreement must incorporate this Contract by reference. The agreement must also 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. This exception is applicable only to sections that expressly provide exclusions 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 will indemnify the State for the damage.

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

The Contractor will keep a separate account for the Project (the "Project Account"). All payments made from the Project Account will be only for obligations incurred in the performance of this Contract and will be supported by contracts, invoices, vouchers, and any other data needed to audit and verify the payments. All payments from the Project Account will 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 (3) 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 will also apply 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, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is not practical, the Contractor will 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 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 (5) 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, the Contractor will require its subcontractors to agree to the requirements of this section and of the record-keeping section. Subcontracts with smaller amounts involved need not meet this requirement. The Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

**INSURANCE.** Until all obligations under this Agreement or any Order are satisfied, and without limiting Contractor's indemnification obligations under Indemnity, Contractor shall provide and maintain the insurance policies set forth below. All commercial insurance required shall be provided by insurers with a rating of not less than A-VII from AM Best or a comparable rating agency. Contractor shall also cause each of its Subcontractors to comply with all requirements in this Section.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): written on an "occurrence" basis with no premises restrictions, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence, \$10,000,000 aggregate. Defense costs shall be outside the policy limits.
2. Automobile Liability insurance covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than \$1,000,000 per accident for bodily injury and property damage. In the event employees are using their personally owned vehicles to perform services under this contract, Contractor's commercial auto must include hired and non-owned autos and the employees as insureds endorsement.
3. Workers' Compensation insurance as required by the State of Ohio, or the state in which the work will be performed, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor is a sole proprietor, partnership or has no statutory requirement for workers' compensation, Contractor must provide a letter stating that it is exempt and agreeing to hold State of Ohio harmless from loss or liability for such.
4. Professional Liability (Errors and Omissions, Malpractice) Insurance appropriate to the Contractor's profession, with limits not less than \$5,000,000 per occurrence or claim and shall include malpractice and sexual abuse and molestation. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall cover all applicable Contractor personnel or subcontractors who perform professional services related to this agreement.

5. Cyber liability (first and third party) with limits not less than \$2,000,000 per claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information (including paper documents), alteration of electronic information, extortion and network security. The coverage shall provide for breach response costs as well as regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the State of Ohio. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### Additional Insured Status

Except for Workers' Compensation and Professional Liability insurance, the State of Ohio, its officers, officials and employees are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Contractor's insurance.

#### Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the State of Ohio, its officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with it.

#### Umbrella or Excess Insurance Policies

Umbrella or excess commercial liability policies may be used in combination with primary policies to satisfy the limit requirements above. Such Umbrella or excess commercial liability policies shall apply without any gaps in the limits of coverage and be at least as broad as and follow the form of the underlying primary coverage required above.

#### Notice of Cancellation

Contractor shall provide State of Ohio with 30 days' written notice of cancellation or material change to any insurance policy required above, except for non-payment cancellation. Material change shall be defined as any change to the insurance limits, terms or conditions that would limit or alter the State's available recovery under any of the policies required above. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

#### Waiver of Subrogation

Contractor hereby grants to State of Ohio a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State of Ohio by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State of Ohio has received a waiver of subrogation endorsement from the insurer.

#### Deductibles and Self-Insured Retentions

Deductibles and self-insured retentions must be declared to and approved by the State. The State may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the deductible or self-insured retention may be satisfied by either the named insured or the State.

#### Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. The Discovery Period must be active during the Extended Reporting Period.

**Verification of Coverage**

Contractor shall furnish the State of Ohio with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the State of Ohio before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State of Ohio reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that State of Ohio is an additional insured on insurance required from subcontractors.

**Special Risks or Circumstances**

State of Ohio reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**STATE PERSONNEL.** During the term of this Contract and for one (1) year after completion of the Project, the Contractor will not hire or otherwise contract for the services of any state employee involved with the Project.

**REPLACEMENT PERSONNEL.** If the Offeror's Proposal contains 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. Therefore, the Contractor will use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor will 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 its Proposal from the Project if doing so is necessary for legal or disciplinary reasons. 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 by name in its Proposal. When the removal of a listed person is permitted under this Section, or if a person becomes unavailable, the Contractor will submit the resumes for two (2) replacement people for each person removed or who otherwise becomes unavailable. The Contractor will submit the two (2) resumes, along with such other information as the State may reasonably request, within five (5) 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(s). Should the State reject both replacement candidates due to their failure to meet the minimum qualifications identified in the RFP, or should the Contractor fail to provide the notice required under this Section or fail to provide two (2) 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 the event of such a default, 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 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 will 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, then such rejection may be deemed a termination for 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, and right to ensure, that its operations are carried out in an efficient, professional, legal, and secure manner. The State, therefore, 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 will follow the procedures identified above for replacing unavailable people. This provision applies to people engaged by the Contractor's subcontractors if they are listed as key people in the Proposal.

**CONTRACT NON-COMPLIANCE.** A primary goal of the Agency is to assure that the program receives high quality services from the Contractor. To this end, the Agency will work in partnership with the Contractor(s) to meet this goal. The partnership is defined by the Contract and it is important that communication between the Contractor and state agencies be open and supportive. Should contract non-compliance be an issue, the Agency shall make every effort to resolve the problem.

1. Non-Compliance Issues. Contractor non-compliance with the specifications and terms and conditions outlined in the Contract may result in the imposition of remedies as explained below in paragraph 2.

The Agency must be promptly notified of any procedural changes outside the technical requirements listed herein.

2. Resolution for Contract Non-Compliance. The Agency will be responsible for monitoring the Contractor's performance and compliance with the terms, conditions, and specifications of the contract.
  - a. For any infractions not immediately remedied by the Contractor, the Agency will notify DAS through a Complaint to Supplier (CTV) to help resolve the infraction.
  - b. DAS will impose upon the Contractor remedies for non-compliance regarding contract specifications and terms and conditions. Remedies imposed will be in proportion with the severity of the non-compliance and may be progressive in nature.

**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 may also 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. The State may also 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 (3) times. After the third notice, the State may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The three (3) 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. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The State may also 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. If a third party is providing funding for the Project, the State may also terminate this Contract should that third party fail to release any Project funds. The RFP identifies any third-party source of funds for the Project.

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 will 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 will also immediately prepare a report and deliver it to the State. The report must be all-inclusive; no additional information will be accepted following the initial submission. The report 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 will also deliver all the completed and partially completed Deliverables to the State with its report. If delivery in that manner would not be in the State's interest, then the Contractor will propose a suitable alternative form of delivery.

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 it 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 will also be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause.

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 determined to be owing to the Contractor by the State. 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 applicable unit(s) of Work.

The State will have the option of suspending rather than terminating the Project where 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 amount of compensation due to the Contractor for work performed before the suspension will be determined 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. No payment under this provision will be made 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. 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 will perform no work without the consent of the State and will 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 will not suspend the Project for its convenience more than once during the term of this Contract, and any suspension for the State's convenience will 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 period, 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 will indemnify the State for any liability to them. Each subcontractor will hold the State harmless for any damage caused to them from a suspension or termination. They will look solely to the Contractor for any compensation to which they may be entitled.

The Contractor may, at its discretion, request termination with a minimum 60-day notice in writing. The State will review the request and respond in writing to the Contractor with its findings.

#### CONTRACT REMEDIES.

1. Actual Damages. Contractor is liable to the State of Ohio for all actual and direct damages caused by Contractor's default. The State may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. The State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.
2. Liquidated Damages. If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default, for every day the default is not cured by Contractor.
3. Deduction of Damages from Contract Price. The State may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the contract, upon prior written notice being issued to the Contractor by the State.

REPRESENTATIVES. The State's representative under this Contract will be the person identified in the RFP or a subsequent notice to the Contractor as the "Agency Project Representative". The Agency Project Representative will review all reports made in the performance of the Project by the Contractor, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the complete Project. The Agency Project Representative may assign to a manager, responsibilities for individual aspects of the Project to act as the Agency Project Representative for those individual portions of the Project.

The Contractor's Project Manager under this Contract will be the person identified in the Proposal as the "Project Manager." The Project Manager will conduct all liaisons with the State under this Contract. Either party, upon written notice to the other party, may designate another representative. The Project Manager may not be replaced without the approval of the State if that individual is identified in the Proposal as a key individual on the Project.

WORK RESPONSIBILITIES. The State will be responsible for providing only those things expressly identified, if any, in the RFP. 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/or equipment or has voluntarily waived an inspection and will work with the equipment and/or facilities on an "as is" basis.

The Contractor will assume the lead in the areas of management, design, and development of the Project. The Contractor will 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 Agency Project Representative. The Contractor will be responsible for all communications regarding the progress of the Project and will discuss with the Agency Project Representative any issues, recommendations, and decisions related to the Project.

If the Project, or parts of it, 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 will complete an installation letter and secure the signature of Agency Project Representative certifying that installation is complete and the Project, or applicable portion of it, is operational. The letter will describe the nature, date, and location of the installation, as well as the date it was certified as installed and operational by the Agency Project Representative.

Unless otherwise provided in the RFP, the Contractor will be 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 will have the right to request a Change Order from the State. Scope of Work changes will be managed as follows: pricing will be provided from the Contractor 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. Within five (5) business days after receiving the Change Order, the Contractor will sign it to signify agreement.

If a change causes an increase in the cost of, or the time required for, the performance of the Project, the Contractor will notify the State in writing and request an equitable adjustment in the Contractor's 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 of the claim within five (5) 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 relevant change was specifically ordered in writing by the State 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, and the Contractor seeks an equitable adjustment in its Fee, either party may submit the dispute to the senior management of the Contractor and the State for resolution. If, within 30 calendar days following referral to senior management, the claim or dispute has not been resolved, only then will it be submitted to non-binding mediation (pursuant to the rules as stipulated by the American Arbitration Association). A claim or dispute must be submitted to non-binding mediation prior to the initiation of any formal legal process. Costs of mediation will be shared equally. Both parties further agree to use best efforts to resolve any claims or disputes arising during the performance of this Contract within 30 calendar days following the initiation of the dispute process. The resolved amount will be the not-to-exceed amount of the Change Order. 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 will be 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 work a subcontractor will do under a Change Order.

**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 will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. 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 must also 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 Contractor has no legal control.

**INDEPENDENT STATUS OF THE CONTRACTOR.** It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Administrative Services. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an

independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.

Contractor acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in O.R.C. 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") Contractor shall have any individual performing services under the agreement complete and submit to the ordering agency the Independent Contractor/Worker Acknowledgement found at the following link: <https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80>).

Contractor's failure to complete and submit the Independent Contractor/Worker Acknowledgement prior to commencement of the work, service or deliverable, provided under this contract, shall serve as Contractor's certification that Contractor is a "Business entity" as the term is defined in O.R.C. 145.037.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS  
PART THREE: OWNERSHIP & HANDLING OF INTELLECTUAL PROPERTY & 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 or potential contractors with the State, or individuals or organizations about whom the State keeps information. By way of example, information should be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. 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 expressly excluded by Ohio law from public records disclosure requirements.

The Contractor agrees not to disclose any Confidential Information to third parties and to use it solely to do the Project. The Contractor will 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 will cause all of its employees 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; or (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) Makes a reasonable 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. The Contractor will 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 they will be obligated to the requirements of this section.

HANDLING OF THE STATE'S DATA. The Contractor must use due diligence to ensure computer and telecommunications systems and services involved in storing, using, or transmitting State data are secure and to protect that data from unauthorized disclosure, modification, or destruction. To accomplish this, the Contractor must:

1. Apply appropriate risk management techniques to ensure security for all sensitive data, including but not limited to any data identified as Confidential Information elsewhere in this Contract.
2. Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability.
3. Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as and detect and respond to those threats and vulnerabilities.
4. Maintain appropriate identification and authentication process for information systems and services associated with State data.
5. Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with State data.
6. Implement and manage security audit logging on information systems, including computers and network devices.

The Contractor must maintain a robust boundary security capacity that incorporates generally recognized system hardening techniques. This includes determining which ports and services are required to support access to systems that hold State data, limiting access to only these points, and disable all others. To do this, the Contractor must use assets and techniques such as properly configured firewalls, a demilitarized zone for handling public traffic, host-to-host management, Internet protocol specification for source and destination, strong authentication, encryption, packet filtering, activity logging, and implementation of system security fixes and patches as they become available. The Contractor must use two-factor authentication to limit access to systems that contain particularly sensitive State data, such as personally identifiable data.

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

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

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

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

Any encryption requirement identified in this provision must meet the Ohio standard as defined in Ohio IT standard ITS-SEC-01, "Data Encryption and Cryptography".

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

In case of an actual security breach that may have compromised State data, including but not loss or theft of devices or media, the Contractor must notify the State in writing of the breach within 24 hours of the Contractor becoming aware of the breach, and fully cooperate with the State to mitigate the consequences of such a breach. This includes any use or disclosure of the State data that is inconsistent with the terms of this Contract and of which the Contractor becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Contract by an employee, agent, or subcontractor of the Contractor.

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

OWNERSHIP OF DELIVERABLES. All deliverables produced by the Contractor and covered by this Contract, including any software modifications, and documentation, shall be owned by the State, 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 will provide the State with all assistance reasonably needed to vest such rights of ownership in the State. 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 in 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, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials provided however, that the State may distribute such Pre-existing materials to the extent required by governmental funding mandates. The Contractor will 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 in a custom Deliverable, the Contractor must first disclose this and seek the State's approval for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice the Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that 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 has been developed at private expense by the Contractor or a third party, 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 or as an attachment referenced in the RFP, 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 State secrets. 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 (8) of this section with respect to the software. The State will not use any Commercial Software except as provided in items (1) through (8) 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.
6. Used or copied for use in or transferred to a replacement computer.

However:

7. If the Commercial Software delivered under this Contract is published and copyrighted, it is licensed to the State without disclosure prohibitions.
8. If any Commercial Software is delivered under this Contract with the copyright notice in 17 U.S.C. 401, it will be presumed to be published, copyrighted, and licensed to the State without disclosure restrictions, unless a statement substantially as follows accompanies such copyright notice: "Unpublished -- rights reserved under the copyright laws of the United States." The State will treat such Commercial Software as Confidential Information to the extent that such is actually the case.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS  
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; (2) Unless otherwise provided in the RFP, be the work solely of the Contractor; and (3) No Deliverable will infringe on the intellectual property rights of any third party.

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; and (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.

The warranty regarding material defects is a 1-year warranty. 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 will correct such failure with all due speed or will refund the amount of the compensation paid for such portion of the Project. The Contractor will also 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 agrees to 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 will do one (1) of the following four (4) 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; (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 in a Deliverable, the Contractor represents and warrants that it has done 1 of the following 3 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 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 in 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 (or any attachment referenced in the RFP) 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 obtained 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 entire System. The Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code will 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 1 year from the acceptance date of the Equipment that the Equipment will perform substantially in accordance with specifications described in the RFP, 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 will notify the State in writing immediately upon the discovery of any breach of the warranties given above.

The Contractor's will do the following if any Equipment does not meet the above warranties:

1. Cause the Equipment to perform as required, or, if that is not commercially practicable, then;
2. 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 State makes no warranties, express or implied, other than those express warranties contained in this contract. The contractor also makes no warranties of merchantability or fitness for a particular purpose except as follows: If the Contractor has been engaged under the scope of work in the RFP to design something to meet a particular need for the State, then the Contractor does warrant that the contractor's work will meet the stated purpose for that work.

**INDEMNITY.** The Contractor will indemnify the State for any and all claims, damages, law suits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Contractor's performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors.

The Contractor will also indemnify the State against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim of infringement, is based on the modification or misuse. The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the State Attorney General. 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 will take one (1) of the following four (4) actions:

1. Modify the Deliverable so that 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.
4. Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

**LIMITATION OF LIABILITY.** Notwithstanding any limitation provisions contained in the documents and materials incorporated by reference into this contract, the parties agree as follows:

1. Neither party will be liable for any indirect, incidental or consequential loss or damage of any kind including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of damages.
2. The contractor further agrees that the contractor shall be liable for all direct damages due to the fault or negligence of the contractor.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS  
PART FIVE: ACCEPTANCE AND MAINTENANCE

STANDARDS OF PERFORMANCE AND ACCEPTANCE. If the RFP does not provide otherwise, the acceptance procedure will be an informal review by the Agency Project Representative to ensure that each Deliverable and the Project as a whole comply with the requirements of this Contract. The Agency Project Representative will have up to 30 calendar days to do this. No formal letter of acceptance will be issued, and passage of the 30 calendar days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverable or the Project as a whole does not meet the requirements of this Contract. If the Agency Project Representative issues a letter of noncompliance, then the Contractor will have 30 calendar days to correct the problems listed in the noncompliance letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the Agency Project Representative has issued a noncompliance letter, the Deliverables or the Project as a whole will not be accepted until the Agency Project Representative issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30-day period, the Agency Project Representative will issue the acceptance letter within 15 calendar days.

If the Project fails to meet the standard of performance after 90 calendar days from the start of the 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 will have the right to request correction or replacement of the relevant portion of the Project.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS  
PART SIX: CONSTRUCTION

ENTIRE DOCUMENT. This Contract is the entire agreement between the parties with respect to the 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. 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 will 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.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS  
PART SEVEN: LAW & COURTS

COMPLIANCE WITH LAW. The Contractor agrees to comply with all applicable federal, state, and local laws in the conduct of the Work.

DRUG-FREE WORKPLACE. The Contractor will comply with all applicable state and Federal laws regarding keeping a drug-free workplace. The Contractor will make a good faith effort to ensure that all the Contractor employees, 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. No Personnel of the Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor will 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 will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. The Contractor will take steps to ensure that such a person does not participate in any action affecting the work under this Contract. 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.

1. Ethics Law

All Contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09. Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

2. Political Contributions

The Contractor affirms in its cover letter that, as applicable to the Contractor, all personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract.

EQUAL EMPLOYMENT OPPORTUNITY. The Contractor will comply with all state and federal laws regarding equal employment opportunity, including O.R.C. Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using the Ohio Business Gateway Electronic Filing website <http://business.ohio.gov/efiling/>. Contractor must verify compliance on an annual basis for the duration of any contract. Approved Affirmative Action Plans can be found by going to the Equal Opportunity Division's web site: <http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>

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.

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.

ORC 9.76(B). Pursuant to Ohio Revised Code 9.76 (B) Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

ATTACHMENT FOUR  
CONTRACT

This Contract, which results from RFP CSP900919, entitled Ohio Home Care Waiver Program Case Management is between the State of Ohio, through the Department of Administrative Services, Office of Procurement Services, on behalf of the Ohio Department of Medicaid (the "State") and

\_\_\_\_\_  
(the "Contractor").

If this RFP results in a contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor's proposal, and written, authorized addenda to the Contractor's proposal. It will also 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 this one (1) 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 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.

This Contract has an effective date of the later of July 1, 2018 or the occurrence of all conditions precedent specified in the General Terms and Conditions.

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the dates below.

_____ (Contractor)	<u>Department of Administrative Services</u> (State of Ohio Agency)
_____ (Signature)	_____ (Signature)
_____ (Printed Name)	<u>Robert Blair</u> (Printed Name)
_____ (Title)	<u>Director, Department of Administrative Services</u> (Title)
_____ (Date)	_____ (Date)

ATTACHMENT FIVE A  
OFFEROR PROFILE FORM

Offeror's Legal Name:	Address:	
Phone Number:	Fax Number:	E-mail Address:
Home Office Location:	Date Established:	Ownership:
Firm Leadership:	Number of Employees:	Number of Employees Directly involved in Tasks Directly Related to the Work:
Additional Background Information:		

ATTACHMENT FIVE B  
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number:	
	E-mail:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):
<p>The Offeror must document previous experience and expertise in providing a minimum of three (3) previous projects working, similar in size and complexity, in the previous four (4) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachment Five B, C, and D must be filled out completely for each of the three (3) projects provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.</p>		

ATTACHMENT FIVE C  
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number:	
	E-mail:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):
<p>The Offeror must document previous experience and expertise in providing a minimum of three (3) previous projects working, similar in size and complexity, in the previous four (4) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachment Five B, C, and D must be filled out completely for each of the three (3) projects provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.</p>		

ATTACHMENT FIVE D  
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number:	
	E-mail:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):
<p>The Offeror must document previous experience and expertise in providing a minimum of three (3) previous projects working, similar in size and complexity, in the previous four (4) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachment Five B, C, and D must be filled out completely for each of the three (3) projects provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.</p>		

ATTACHMENT SIX  
OFFEROR REFERENCES

Three (3) professional references who have received services from the Offeror in the past four (4) years

Company Name:	Contact Name:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the Offeror's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the Offeror's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the Offeror's role in this project.		

ATTACHMENT SEVEN A  
OFFEROR'S CANDIDATE REFERENCES

Candidate's Name: \_\_\_\_\_

Candidate's Proposed Position: \_\_\_\_\_

Three (3) professional references who have received services from the candidate in the past three (3) years

Company Name:	Contact Name:	
Address:	Phone Number: E-mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project size, complexity, and the candidate's role in this project.		

  

Company Name:	Contact Name:	
Address:	Phone Number: E-mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project size, complexity, and the candidate's role in this project.		

  

Company Name:	Contact Name:	
Address:	Phone Number: E-mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project size, complexity, and the candidate's role in this project.		

ATTACHMENT SEVEN B  
OFFEROR'S CANDIDATE INFORMATION  
EDUCATION AND TRAINING

Candidate's Name: \_\_\_\_\_

Education and Training: This section must be completed to list the education and training of the proposed candidate.

Name and Address	Months/Years	Degree/Major
College		
Technical School		
Licenses		
Certifications		

ATTACHMENT SEVEN C  
OFFEROR'S CANDIDATE EXPERIENCE REQUIREMENT

Candidate's Name: \_\_\_\_\_

Candidate's Proposed Position: \_\_\_\_\_

Client Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
	E-Mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of the related services provided:		
Client Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
	E-Mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of the related services provided:		
Client Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number:	
	E-Mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of the related services provided:		

ATTACHMENT EIGHT  
OFFEROR PERFORMANCE FORM

The Offeror must provide the following information for this section for the past seven (7) 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), 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.
	Has trading in the stock of the company ever been suspended? If so provide the date(s) and explanation(s).
	The Offeror, any officer of the Offeror, or any owner of a twenty percent (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 twenty percent (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  
COST SUMMARY FORM

Ohio Home Care Waiver Program Case Management and Specialized Recovery Services Program Recovery Management  
CSP900919

Offerors are to complete this form fully for each of the regions that they are submitting an Offer. Prices must be submitted in U.S. dollars by Deliverable and for each State Fiscal Year (SFY). The State will not be responsible for any costs not identified. There will be no additional reimbursement for travel or other related expenses. No other compensation for the selected Contractor's services will be permitted.

The State fiscal year begins on July 1 and ends on June 30 of the following year. The first year will begin upon award of the Contract or July 1, 2018, whichever comes first. SFY19 costs are required, but contract renewal for SFY20 is contingent upon availability of necessary funding, satisfactory Contractor performance in SFY19, all required funding and contract approvals, and is at the sole discretion of the Agency. In addition, certain programs may be transitioned out of the Contract during any state fiscal year.

Estimated monthly volume for the entire region has been provided for evaluation purposes only. These estimates were based on the best information available to the Agency at this writing and are not to be taken as a guarantee of actual volume that will be realized by the Contractor. The State may award two (2) contracts per region. Offeror shall not insert a unit cost of more than three (3) digits to the right of the decimal point. Digit(s) beyond three (3) will be dropped and not used in the evaluation of the Cost Proposal.

CINCINNATI REGION

DELIVERABLE DESCRIPTION	ESTIMATED MONTHLY VOLUME SFY 2019	SFY 2019 RATE (JULY 1, 2018 - JUNE 30, 2019) (PER EACH)	ESTIMATED MONTHLY VOLUME SFY 2020	SFY 2020 RATE (JULY 1, 2019 – JUNE 30, 2020) (PER EACH)
Initial Contact	130		130	
Assessment (includes initial and annual)	305		225	
Caseload Managed	2100		1100	

CLEVELAND REGION

DELIVERABLE DESCRIPTION	ESTIMATED MONTHLY VOLUME SFY 2019	SFY 2019 RATE (JULY 1, 2018 - JUNE 30, 2019) (PER EACH)	ESTIMATED MONTHLY VOLUME SFY 2020	SFY 2020 RATE (JULY 1, 2019 – JUNE 30, 2020) (PER EACH)
Initial Contact	200		200	
Assessment (includes initial and annual)	470		320	
Caseload Managed	3235		1400	

ATTACHMENT NINE  
COST SUMMARY FORM (CONT'D)

COLUMBUS REGION

DELIVERABLE DESCRIPTION	ESTIMATED MONTHLY VOLUME SFY 2019	SFY 2019 RATE (JULY 1, 2018 - JUNE 30, 2019) (PER EACH)	ESTIMATED MONTHLY VOLUME SFY 2020	SFY 2020 RATE (JULY 1, 2019 – JUNE 30, 2020) (PER EACH)
Initial Contact	175		175	
Assessment (includes initial and annual)	460		350	
Caseload Managed	3440		2140	

MARIETTA REGION

DELIVERABLE DESCRIPTION	ESTIMATED MONTHLY VOLUME SFY 2019 (PER EACH)	SFY 2019 RATE (JULY 1, 2018 - JUNE 30, 2019) (PER EACH)	ESTIMATED MONTHLY VOLUME SFY 2020	SFY 2020 RATE (JULY 1, 2019 – JUNE 30, 2020) (PER EACH)
Initial Contact	95		95	
Assessment (includes initial and annual)	265		260	
Caseload Managed	2035		1965	

All costs must be in U.S. Dollars.

The State will not be responsible for any costs not identified.

There will be no additional reimbursement for travel or other related expenses.

ATTACHMENT TEN  
OHIO DEPARTMENT OF MEDICAID BUSINESS ASSOCIATE AGREEMENT

Offerors are instructed to download, complete, and include this Business Associate Agreement (Data Sharing and Confidentiality Agreement) with their proposal.

[Link to Business Associate Agreement](#)

[illegible]

SUPPLEMENT ONE  
ADDITIONAL REQUIREMENTS FOR THE CREATION AND MAINTENANCE OF ELECTRONIC RECORDS

If a Contractor intends to create and maintain electronic records, the following requirements must be met. These requirements may be modified by the Ohio Department of Medicaid during the terms of this Contract.

A. Preparing Documents for Electronic Storage

Documents must be arranged and identified in a logical manner. In order to ensure a clearly legible image, all staples, paper clips, rubber bands, and post-it notes should be removed before copying.

Contractor will scan both sides of every document to ensure the accuracy and completeness of the digital product. Accurate images produced by Contractor are legally admissible in court in lieu of the original. Though digitizing can often provide a more legible copy than the original document, Contractor is cautioned that maximum usability, rather than maximum enhancement, is the primary criterion for Contractor imaging.

B. Indexing

An index must be created for all documents electronically stored. The indexing fields must be created in a way to allow efficient location of digitized records. List all information required to locate and access the records and specify the length/type of the information. Examples are: Medicaid provider number (7 spaces; numeric); name (up to 30 spaces, alpha); date (8 spaces, numeric). This information will build the indexing fields used for searching the project images.

C. Quality Control

Contractor will maintain quality control throughout the imaging process and must certify the accuracy of every image scanned. It is the responsibility of Contractor to review the final digitized product and identify any problems that may require re-scanning. To facilitate any necessary re-scanning, Contractor must maintain original documents until Contractor is certain that the data has been properly scanned. Contractor has the authority to delete material imaged in error, from the final product, without a re-scan.

D. Image Quality

Contractor must produce a legally acceptable image that is at least equal to the quality of the original document. Contractor will attempt to enhance an image, after which a "Best Image Possible" note will be appended to any document whose legibility is in question.

E. Disposition of Originals

Contractor will destroy all paper documents imaged (via shredding) after Contractor has ensured the documents have been properly scanned.

F. Retrievals

If the Ohio Department of Medicaid requests retrieval of a document, retrievals will be sent to the Ohio Department of Medicaid electronically unless the Ohio Department of Medicaid specifically requests some other form of delivery.

G. Testing

The entire imaging process must be tested from the file room to the production document repository. This is an end-to-end technical test that will include preparation of documents, scanning, indexing, quality control, re-scanning (if applicable), and retrieval of documents. This test will be presented to the Ohio Department of Medicaid before the project will begin.

H. Security

Contractor must operate in a secure facility and work to safeguard all documents in its possession. The expense of any additional security requirements specified in this agreement will be the responsibility of the Contractor.

#### I. Preparation/Delivery of Electronic Records to the Ohio Department of Medicaid Records Center at End of Contract

At the end of the Contract, Contractor shall transfer to OMA any documents stored electronically. Contractor shall comply with the requirements set forth below when preparing information for transfer to the Ohio Department of Medicaid. The Contractor shall create two (2) copies in CD/DVD media format, one for OMA Records Center, and the additional CD/DVD will be held by Contractor until the Contract has ended. Contractor will return its copy of the CD/DVD to the Ohio Department of Medicaid before the last day of the active contract.

1. **Description of Material**  
The Contractor must provide an explanation of the type of material covered by the project (e.g., individual case files) and the dimensions of the typical document (e.g., 8.5" x 11", 8.5" x 14"). Specify if the original documents were white paper and printed with black ink, or other? If other than white paper with black ink, please identify.
2. **Retention Schedule Title/Number**  
Identify the Ohio Department of Medicaid retention schedule title (e.g., Waiver Program Case Record Files) and number (e.g., 405-86-47) for the material included in this project.
3. **Dates**  
List the beginning and ending dates of the project documents.
4. **Volume**  
Using the equivalent of one filled records center carton or linear foot for every 3,000 pages, list the estimated total number of pages to be included in this project.

SUPPLEMENT TWO  
CASE MANAGEMENT GUIDE

[Link to Case Management Guide](#)

SUPPLEMENT THREE  
RECOVERY MANAGEMENT GUIDE

[Link to Recovery Management Guide](#)

SUPPLEMENT FOUR  
ORIENTATION AND ANNUAL TRAINING REQUIREMENTS

<b>Training Topic</b>	<b>Orientation</b>	<b>Annually</b>
<b>Federal and state laws and program requirements</b>	OHCW SRSP	
<b>Initial contact and information and referral</b>	OHCW SRSP	
<b>Assessment Using the ODM-approved assessment tool</b>	OHCW SRSP	
<b>Eligibility</b>	OHCW SRSP	
<b>Enrollment</b>	OHCW SRSP	
<b>Level of care</b>	OHCW	OHCW
<b>Individualized, person-centered service planning and self-direction</b>	OHCW SRSP	OHCW SRSP
<b>Use of person-centered language in all communications</b>	OHCW SRSP	
<b>Community resources and referrals An overview of at least one other service delivery system (i.e. Developmental Disabilities, Mental Health and Addiction Services, Aging, Health, etc.) How to access the services</b>	OHCW SRSP	OHCW SRSP
<b>State hearing process</b>	OHCW SRSP	
<b>Provider service specifications For OHCW, this includes process for requesting home and vehicle modifications and adaptive and assistive equipment</b>	OHCW	OHCW
<b>Incident management Including incident reporting, prevention planning, and risk mitigation</b>	OHCW SRSP	OHCW SRSP
<b>Provider enrollment Including a basic understanding of where to refer potential providers seeking information</b>	OHCW	
<b>Provider monitoring Including oversight of aides – what to evaluate during contacts with individuals</b>	OHCW	OHCW
<b>Cultural competency/diversity training Culture and diversity specific to population in the region served</b>	OHCW SRSP	OHCW SRSP
<b>Medication management Evaluation of the medication profile Review and monitoring individuals' medication management practices and utilization</b>	OHCW SRSP	OHCW SRSP
<b>Risk and safety planning Identification and mitigation of health and safety risks</b>	OHCW SRSP	OHCW SRSP

<b>Modifications or equipment necessary to maintain an individual in the home (OHCW)</b>		
<b>Restraints, seclusion, and restrictive interventions</b>	OHCW SRSP	OHCW SRSP
<b>HIPAA</b>	OHCW SRSP	OHCW SRSP
<b>The safeguarding of Medicaid recipient information as required by: 42 C.F.R. 431.300 42 C.F.R., Part 2 – Confidentiality of Substance Use Disorder Patient Records Section 5160.45 of the Ohio Revised Code</b>	OHCW SRSP	OHCW SRSP
<b>Customer service</b>	OHCW SRSP	OHCW SRSP
<b>Condition-specific training Examples may include, but are not limited to: brain injury, wound care, seizures, sepsis</b>		OHCW SRSP

SUPPLEMENT FIVE  
QUALITY MANAGEMENT PLAN

[Link to Quality Management Plan - Requirements for the Case Management Contractor](#)

A map of Ohio showing its 88 counties, color-coded into four regions: Blue (Northeast), Yellow (Northwest), Red (West), and Green (South). The counties are labeled as follows:

- Blue (Northeast):** Lake, Ashtabula, Geauga, Cuyahoga, Lorain, Medina, Summit, Portage, Trumbull, Mahoning, Stark, Wayne, Columbiana.
- Yellow (Northwest):** Williams, Fulton, Lucas, Ottawa, Erie, Defiance, Henry, Wood, Sandusky, Huron, Paulding, Putnam, Hancock, Seneca, Wyandot, Crawford, Richland, Ashland, Van Wert, Allen, Hardin, Marion, Morrow, Knox, Mercer, Auglaize, Logan, Union, Delaware, Licking, Darke, Shelby, Miami, Champaign, Clark, Madison, Franklin, Fairfield, Perry, Preble, Montgomery, Greene, Fayette, Pickaway, Butler, Warren, Clinton, Ross, Hocking, Vinton, Athens, Hamilton, Clermont, Brown, Adams, Scioto, Gallia, Lawrence.
- Red (West):** Putnam, Hancock, Allen, Hardin, Auglaize, Logan, Shelby, Miami, Champaign, Clark, Greene, Fayette, Butler, Warren, Clinton, Ross, Hocking, Vinton, Athens, Hamilton, Clermont, Brown, Adams, Scioto, Gallia, Lawrence.
- Green (South):** Holmes, Tuscarawas, Carroll, Harrison, Belmont, Noble, Monroe, Morgan, Washington, Meigs, Jackson, Adams, Scioto, Gallia, Lawrence.

Red – Cincinnati Region  
Blue – Cleveland Region  
Yellow – Columbus Region  
Green – Marietta Region

SUPPLEMENT SEVEN  
PROVIDER ENROLLMENT APPLICATION/TIME LIMITED AGREEMENT PRE-TRANSITION  
CASE MANAGEMENT AGENCY

Offerors selected for award will be required to complete the HOME Choice provider agreement. The State will supply the provider agreement to the Offeror's after the Proposal Due Date. Below is an example of a previous provider agreement as a reference. Offerors should not complete or include this provider agreement with their proposal.

[Click here for Home Choice Provider Agreement \(Reference\)](#)

SUPPLEMENT EIGHT  
OHIO BENEFITS LONG-TERM CARE PROVIDER AGREEMENT

July 1, 2018

This Ohio Benefits Long-Term Services and Supports ("OBLTSS") Provider Agreement ("Agreement") is entered into by and between the State of Ohio, Department of Medicaid ("ODM") and \_\_\_\_\_ ("Contractor") in accordance with the State of Ohio, Department of Administrative Services ("DAS") contract CSP900919 Section Ohio Benefits Long-Term Services And Supports (OBLTSS). The Contractor agrees to also enter into a separate agreement with the local lead Area Agency on Aging ("AAA") to perform this role as a Single Entry Point ("SEP") agency. The Contractor must become subcontractors of each lead AAA in the region(s) where the contractor renders services unless the contractor is a lead AAA.

ARTICLE I – PURPOSE

This Agreement recognizes Contractor as a SEP agency under OBLTSS. OBLTSS is the name for the no-wrong door/single entry point system that is fulfilling Ohio's requirements under the Balancing Incentive Program ("BIP").

A. This Agreement acknowledges the Contractor will receive funding from the lead AAA to perform SEP services as described in the program agreement with the lead AAA.

Contractor will comply with the appropriate accounting of those funds as required by the program agreement with the lead AAA.

B. The parties agree to comply with all applicable federal, state, and local laws in the implementation of this Agreement.

ARTICLE II – TIME OF PERFORMANCE

This Agreement shall be valid upon execution of all parties and expire on June 30, 2020. This Agreement may be renewed to run concurrently with DAS contract CSP900919 at the sole discretion of ODM.

ARTICLE III – BREACH OR DEFAULT

A. Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, ODM may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ODM retains the right to exercise all remedies hereinabove mentioned.

B. If either of the parties fails to perform an obligation or obligations under this Agreement and thereafter such failure(s) is (are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by ODM shall not be effective unless it is in writing and signed by ODM.

SUPPLEMENT NINE  
STATE IT COMPUTING POLICY REQUIREMENTS

[Link to State IT Computing Policy Requirements](#)

SUPPLEMENT TEN  
CASE MANAGEMENT PHYSICAL DB MODEL/DATA DICTIONARY

[Link to Case Management Physical DB Model](#)

[Link to Data Dictionary](#)