

REQUEST FOR PROPOSALS

RFP NUMBER: 0A1285
DATE ISSUED: 03/11/2020

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

An Ohio Medicaid Enterprise System (OMES), EDI Services RFP

INQUIRY PERIOD BEGINS: 03/11/2020
INQUIRY PERIOD ENDS: 04/10/2020
PROPOSAL DUE DATE: 04/24/2020
OPENING TIME: 1:00 PM
OPENING LOCATION: Department of Administrative Services
General Services Division
Bid Desk
4200 Surface Road
Columbus, Ohio 43228-1313

This RFP consists of five (5) parts and ten (10) attachments, totaling 87 consecutively numbered pages. Five (5) supplements and six (6) response templates are included as part of this RFP. Please verify that you have a complete copy.

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1. PART ONE: EXECUTIVE SUMMARY

1.1. PURPOSE

This is a Request for Competitive Sealed Proposals (“RFP”) under Sections 125.071 and 125.18 of the Ohio Revised Code (the “Revised Code”) and Section 123:5-1-8 of the Ohio Administrative Code (the “Administrative Code”). The Ohio Department of Medicaid (ODM), has asked the Ohio Department of Administrative Services (DAS) to solicit competitive sealed proposals (“Proposals”) for Ohio Medicaid Enterprise System (OMES) Electronic Data Interchange (EDI) services described below (the “Project”), and this RFP is the result of that request.

The purpose of this Request for Proposal (RFP) is to solicit proposals for an EDI solution to support the exchange of healthcare data between Medicaid and its trading partners (e.g., clearinghouses and providers), Managed Care Plans (MCPs), and Sister State Agencies in formats specified by the Health Insurance Portability and Accountability Act (HIPAA). The solution must also support gatekeeping activities, such as trading partner management, establishment and maintenance of trading partner mailboxes, testing of transmission formats, and verifying transmissions adhere to required specifications and data quality standards.

1.2. BACKGROUND

Ohio’s approach to implementing a modernized Ohio Medicaid Enterprise System (OMES) is the phased implementation and sustained operation of modular systems supporting the business operations of the Ohio Medicaid Enterprise (OME), consisting of ODM and the Sister State Agencies operating Medicaid programs. These agencies include:

- Ohio Department of Aging (ODA)
- Ohio Department of Developmental Disabilities (DODD)
- Ohio Department of Mental Health & Addiction Services (OhioMHAS)
- Ohio Department of Health (ODH)

With a network of approximately 130,000 active providers, ODM delivers healthcare coverage to more than 2.9 million residents of Ohio on a daily basis. The agency continues to find new ways to modernize Medicaid in Ohio. Recent accomplishments include:

- Enhancing investment in home and community based settings for long-term care
- Implementing a new Medicaid managed care program that brings a new level of choice to residents across Ohio
- Launching a comprehensive primary care (CPC) program to pay for value rather than volume
- Integration of physical and behavioral healthcare and enhanced quality of care delivered to Ohioans through the Behavioral Health Redesign

In FY2019 90 percent of Ohio Medicaid's caseload was enrolled in one of the MCPs which have contracted with ODM to provide Medicaid services. Currently, ODM maintains and administers a Fee-for-Service (FFS) program for services carved out of managed care and individuals not required to enroll with MCPs. The FFS membership consists primarily of individuals dually eligible for Medicaid and Medicare, children enrolled in the ODH Bureau for Children with Medical Handicaps, individuals in Home and Community Based Services (HCBS) and other waiver programs, and individuals living in institutionalized settings. ODM plans to continue transitioning FFS individuals to managed care, further relying on the MCPs while reducing the FFS populations.

Stakeholders

Multiple stakeholders have an interest in the successful implementation of the OMES modules. These stakeholders are identified in the table below.

Table 1 - OMES Stakeholders

Stakeholder Group	Description
Individuals	Individuals seeking and receiving benefits and services from the OME programs.
Providers	Businesses provide services to covered individuals and seek reimbursement for the services provided.
ODM Staff	ODM staff provide oversight of the Medicaid program and collaborate with the healthcare community.
Governing Bodies	<ul style="list-style-type: none"> ➤ Ohio Medicaid Major Project Steering Committee ➤ Ohio Office of Budget and Management (OBM) Value Management Office ➤ ODM Project Management Oversight Group
Sister State Agencies	<p>These Agencies have varying levels of interaction or oversight of the OME Project and resulting modules.</p> <ul style="list-style-type: none"> ➤ Ohio Department of Job and Family Services (ODJFS) ➤ Ohio Department of Administrative Services (DAS) ➤ Ohio Department of Developmental Disabilities (DODD) ➤ Ohio Department of Aging (ODA) ➤ Ohio Department of Mental Health & Addiction Services (OhioMHAS) ➤ Opportunities for Ohioans with Disabilities (OOD) ➤ Ohio Department of Health (ODH) ➤ Ohio Attorney General (OAG) ➤ Ohio Office of Budget and Management (OBM)
MCPs	<p>Managed Care Plans provide health administration services for 90% of the Ohio Medicaid population. Currently, the MCPs are:</p> <ul style="list-style-type: none"> ➤ Aetna ➤ Buckeye ➤ CareSource ➤ Molina ➤ Paramount ➤ United Healthcare

Stakeholder Group	Description
Federal Partners	The Centers for Medicare and Medicaid Services (CMS) is a funding partner for Ohio Medicaid services and administration. CMS participates in oversight of OMES implementation and the administration of the Ohio Medicaid Program.
Business Associates	Organizations or vendors that consume data to support business functions include: <ul style="list-style-type: none"> ➤ Automated Health Systems (AHS) ➤ CareStar ➤ CBOSS ➤ Change Healthcare ➤ International Business Machines ➤ Health Management Systems (HMS)

OMES Program Goals and Objectives

The successful Contractor must demonstrate an understanding of the OME goals and objectives for the modernization of the current system components and describe how their proposed solution facilitates achievement of these goals and objectives for ODM and the Sister State Agencies. OMES contractors are expected to be collaborative partners in the administration and innovation of the programs managed by ODM and the Sister State Agencies.

The program goals and objectives apply to all components and stakeholders of the OMES, and include:

- Addressing known business issues within Medicaid operations
- Enhancing statewide data sharing across agencies
- Improving access to broader sets of harmonized data for analytical and reporting purposes
- Improving services to individuals through increased self-service capabilities supporting the ODM suite of medical programs
- Increasing interagency collaboration to better support overall program needs through collaborative program definitions and potential sharing of resources across agencies
- Increasing flexibility in system logic for payment mechanisms, oversight of waiver and demonstration programs, and isolation of business logic from applications with the use of business rules engines as appropriate
- Improving availability of flexible reporting and specialized analytical tools using comprehensive sets of Medicaid data
- Broader access to clinical data analysis tools
- Expanding use of automation in business and system task activities through improved integration and automation across for business operations
- Increasing management and monitoring of performance in systems and programs
- Using the ODM Organizational Change Management (OCM) process to address impacts on current business operations
- Transitioning of system functions from older, isolated systems to modern technical components

- Procurement of comprehensive provider management services including improved eligibility determination, screening, enrollment, credentialing, monitoring, and automated background checks for all providers
- Procurement of comprehensive services supporting Long Term Care (LTC) oversight including robust management of facility service agreements, LTC rate setting, integration of required facility reporting data, and tracking of resident grievance activities
- Better automation supporting oversight of the MCPs in establishing and adjusting capitated rates, maintenance of comprehensive encounter data, and other MCP data to monitor administrative and clinical performance
- Comprehensive financial management related to Medicaid operations across all State agencies through improved integration of financial data for State and federal reporting purposes, centralized management of payments, reconciliation, recoupment and recovery, and financial management in accordance with Generally Accepted Accounting Principles or equivalent accounting principles
- Operational responsibility assignment for select business functions to experienced groups or individuals

Conceptual Module Architecture of the OMES

The current technology platform of the OME includes Ohio's *Medicaid Information Technology System (MITS)*, which provides core claims processing and related services including EDI, financial, and analytical services. The *Ohio Benefits* system provides integrated eligibility and program enrollment for Medicaid and many other State programs. There are several additional computer systems providing comprehensive support for Ohio's Medicaid operations, including systems operated by the Sister State Agencies, and a collection of additional ODM applications known as the *ODM Ancillary Systems*. The Sister State Agencies operate systems supporting specific programs for which they have responsibility. These systems are expected to be integrated with or replaced by future OMES components.

The OMES modules are interconnected through the systems integration platform deployed, maintained, and operated by the OMES Systems Integration contractor. Modules and components are expected to provide cohesive functionality to achieve a specific set of business or technical purposes, providing the flexibility to replace or enhance individual modules as part of an iterative modernization with minimal impact to other OMES modules.

Figure 1 below illustrates the OMES modularization approach.

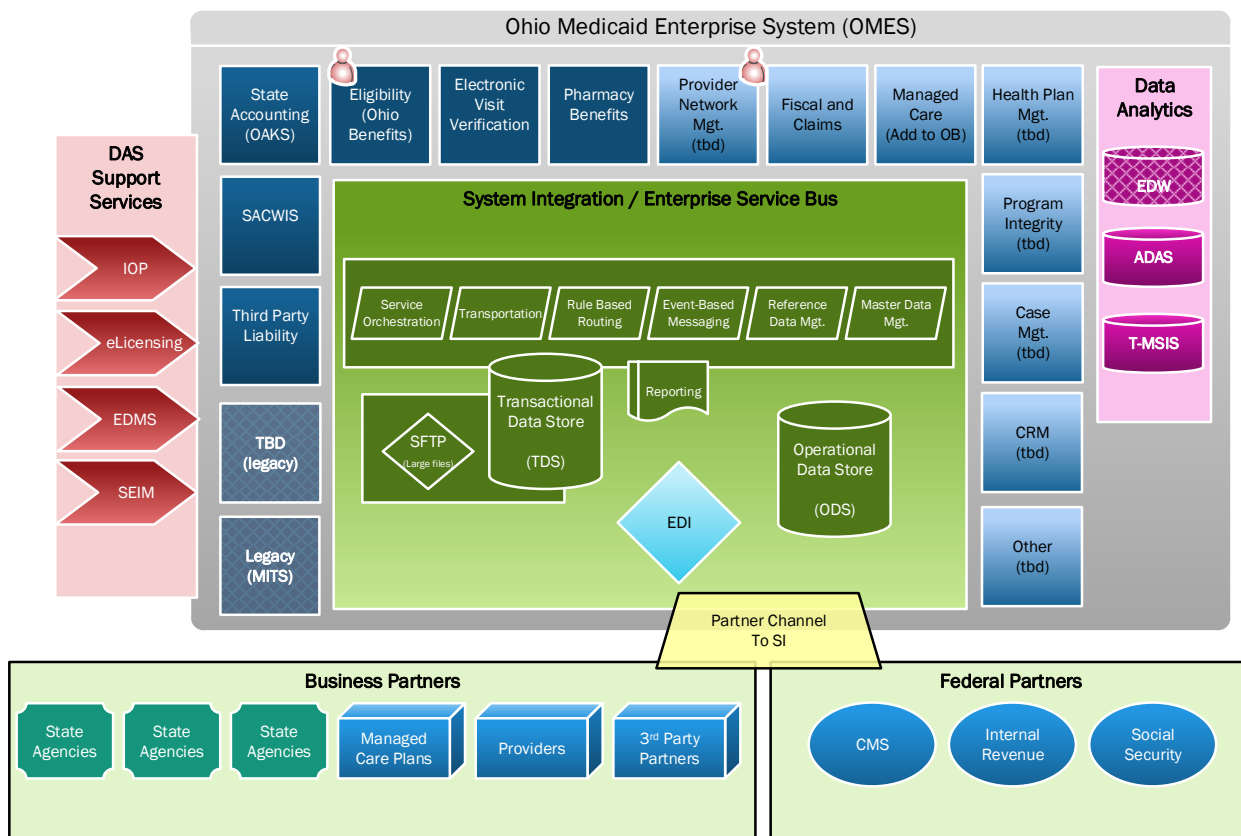


Figure 1 - OMES Architecture

Integration services, as depicted by the Enterprise Service Bus (ESB), are central to communication and data flow. ODM is working with the Systems Integrator (SI) contractor to use best practices for extranet communications when implementing the OMES utilizing an ESB combined with web services. The module contractor selected through this RFP is expected to work collaboratively with the SI contractor in the development and management of shared services and data flow.

Technical architectures of individual modules are not prescribed by ODM; instead, performance and security expectations are defined through requirements, allowing offerors to propose solutions of any architecture that meet those requirements. It is expected that offerors may propose solutions that operate in cloud environments using the “Software as a Service” approach. The selected contractor is expected to ensure the privacy and security of OMES data as defined in Supplement Three: State Information Security and Privacy Requirements, State Data Handling Requirements of this RFP. ODM retains ownership of all OME data and the contractor is expected to deliver OME data at the expiration or termination of the contract.

Governance

The selected offeror is expected to work with the following entities or their successors, supporting the implementation and operations of OMES:

- *Project Management Office (PMO)* – The ODM PMO is responsible for management and oversight of all module implementations. The PMO reports program schedule, risks, issues and status to governing body stakeholders.
- *Independent Verification and Validation (IV&V)* – BerryDunn has been contracted by DAS, on behalf of ODM, to provide CMS-required IV&V responsibilities and reporting. Contractors are expected to co-operate with IV&V requests for information.
- *Project Quality Assurance (PQA)* – The ODM PQA team is responsible for quality assurance of OMES artifacts and oversight of OMES module certification activities. Module contractors work with the PQA team to provide supporting evidence for CMS-required certification activities.
- *Systems Integrator* – Deloitte is providing systems integration services and is assisting ODM in the detailed planning, incremental implementation, and maintenance and operation of the modular OMES.
- *ODM Business, Operations, and Technical Lead(s)* – The ODM business leads are responsible for strategic visioning and oversight of the OMES architecture. Contractors are expected to actively participate in meeting requests and the coordination of ongoing maintenance, operations, and implementation efforts.

1.3. RFP PROCESS

If a suitable Offeror solution is made in response to this RFP, the State, through the Department of Administrative Services (DAS), may enter into a contract (the “Contract”) to have the selected Offeror (the “Contractor”) perform all or part of the Project.

This RFP provides details on what is required to submit a Proposal for the Project, how the State will evaluate the Proposals, and what will be required of each Contractor in performing the Project.

This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the Project. 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 until the Project is completed to the satisfaction of the State and the Contractor is paid or June 30, 2021, whichever is sooner. The State may renew this Contract for up to five additional two (2) year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium for a maximum contract term expiring June 30, 2031. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of the State.

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

Minority Business Enterprise (MBE). The State is committed to improving the number of minority-owned enterprises that do business with the State of Ohio. A "minority-owned enterprise" is an individual, partnership, corporation or joint venture of any kind that is owned and controlled by U. S. Citizens and residents of Ohio, who are and have held themselves out as members of the following socially and economically disadvantaged groups: Blacks, American Indians, Hispanics and Asians.

The Offeror is required to seek out and set aside work for Ohio certified minority business enterprises (MBEs). The MBE must be certified by the Ohio Department of Administrative Services pursuant to Ohio Revised Code (ORC) 123.151. For more information regarding MBE and MBE certification requirements please refer to the DAS Equal Opportunity Division (EOD) Web site at:

<https://das.ohio.gov/Divisions/Equal-Opportunity/Business-Certification/Minority-Business-Enterprise-MBE-Program>.

In addition, to search for Ohio MBE-Certified Providers, utilize the following search routine published on the DAS Equal Opportunity Division website:

- Select "MBE Certified Providers" as the EOD Search Area selection;
- On the subsequent screen, at minimum, select the appropriate Procurement Type, e.g., "Information Technology Service" as a search criterion;
- Select "Search"; and
- A list of Ohio MBE Certified Service Providers will be displayed.

Veteran-Friendly Business Enterprise (VBE) Program. The State of Ohio's Veteran-Friendly Business Enterprise (VBE) Procurement program may provide preference to certified companies that compete to contract with the state to supply the goods or services it needs, including eligible construction services.

1.4. SCOPE OF WORK

An overview of the Project scope of work is provided below. The Project's scope of the work and requirements are provided in greater detail within Supplement One to this RFP.

In summary, the required functionality for the OMES EDI Services module includes:

- Functional Requirements – Services and support for specific business processes including
 - EDI Standards and Compliance
 - Translation Processing
 - Trading Partner Management
- Technical Requirements – Technical and application architecture for the proposed solution, and support for project planning, configuration, and integration activities in compliance with related standards
- Implementation Requirements – Support for project management, certification, and deployment activities including testing and training, that drive the implementation of the solution
- Maintenance and Operations Requirements – Ongoing technical and operational support following implementation to ensure the solution is fully functional and performing optimally throughout its life cycle

Any potential future enhancements will be based on the Interval Deliverable Agreement (IDA) process (see *Attachment Two*).

1.5. CALENDAR OF EVENTS

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

Dates:

Firm Dates

RFP Issued:	03/11/2020
Inquiry Period Begins:	03/11/2020
Inquiry Period Ends:	04/10/2020 at 8:00 a.m. (Columbus, Ohio local time)
Proposal Due Date:	04/24/2020 at 1:00 p.m. (Columbus, Ohio local time)

Estimated Dates

Award Date:	07/20/2020
Work Begins:	09/08/2020
Go Live	05/27/2021

There are references in this RFP to the Proposal due date. Unless it is clearly provided to the contrary in this RFP, any such reference means the date and time (Columbus, Ohio local time) that the Proposals are due and not just the date.

2. PART TWO: STRUCTURE OF THIS RFP

2.1. ORGANIZATION

This RFP is organized into five parts and has ten (10) attachments. The parts and attachments are listed below. There also may be one or more supplements to this RFP listed below. All documents listed below are part of and incorporated into this RFP.

Parts:

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

Attachments:

- | | |
|------------------|--|
| Attachment One | Evaluation Criteria |
| Attachment Two | Special Provisions, Interval Deliverable Agreement (IDA) |
| Attachment Three | Requirements for Proposals |
| Attachment Four | General Terms and Conditions |
| Attachment Five | Sample Contract |
| Attachment Six | Offeror Certification Form |
| Attachment Seven | Offeror Profile Summary |
| Attachment Eight | Affirmation and Disclosure Form |
| Attachment Nine | Cost Proposal Workbook |
| Attachment Ten | Business Associate Agreement (BAA) |

Supplements:

- | | |
|------------------|--|
| Supplement One | Scope of Work |
| Supplement Two | State IT Policy, Standard and Service Requirements |
| Supplement Three | State Information Security and Privacy Requirements,
State Data Handling Requirements |
| Supplement Four | System Retirement and Transition Plan |
| Supplement Five | Master Cloud Services Agreement |

Response Templates:

- | | |
|------------|--|
| Template A | Cover Letter, Executive Summary, and Subcontractor Letters |
| Template B | Terms and Conditions |
| Template C | Offeror Profile |
| Template D | Administrative Forms |
| Template E | Assumptions |
| Template F | Cost Proposal Workbook |

Note: A bidders' library will be provided as a separate zipped file of electronic documents available on the procurement website for informational purposes only. It is not considered part of this RFP.

3. PART THREE: GENERAL INSTRUCTIONS

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

3.1. CONTACTS

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

Procurement Representative:

Andrew Miller, IT Acquisition Analyst
Department of Administrative Services
General Services Division
Office of Procurement Services
Enterprise IT Contracting
4200 Surface Road
Columbus, Ohio 43228

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

3.2. INQUIRIES

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

- Access the State’s Procurement Website at <http://procure.ohio.gov/>
- From the Quick Links menu on the right, select “**Bid Opportunities Search**”;
- In the “**Document/Bid Number**” field, enter the RFP number found on the first page of this RFP (the RFP number begins with zero followed by the letter “A”);
- Select “**Request for Proposal**” from the Opportunity Type dropdown;
- Click the “**Search**” button;
- On the Procurement Opportunity Search Results page, click on the hyperlinked **Document/Bid Number**;
- On the Procurement Opportunity Details page, click the “**Submit Inquiry**” button;
- On the document inquiry page, complete the required “**Personal Information**” section by providing:
 - First and last name of prospective Offeror’s representative who is responsible for the inquiry,
 - Representative’s business phone number,
 - Company Name,
 - Representative’s email address;
- Type the inquiry in the space provided including:

- A reference to the relevant part of this RFP,
- The heading for the provision under question, and
- The page number of the RFP where the provision can be found; and
- Enter the Confirmation Number at the bottom of the page
- Click the “**Submit**” button.

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

Offerors may view inquiries and responses on the State’s Procurement Website by using the “Bid Opportunities Search” feature described above and by clicking the “View Q & A” button on the document information page.

The State usually responds to all inquiries within three (3) business days of receipt, excluding weekends and State holidays. But the State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

The State does not consider questions asked during the inquiry period through the inquiry process as exceptions to the terms and conditions of this RFP.

3.3. AMENDMENTS TO THE RFP

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

Offerors may view amendments by using the “Bid Opportunities Search” function of the State’s Procurement Webpage (described in the Inquiries Section above) and then clicking on the amendment number to display the amendment.

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

After the Proposal due date, the State will distribute amendments only to those Offerors whose Proposals are under active consideration. When the State amends the RFP after the due date for Proposals, the State will permit Offerors to withdraw their Proposals within five (5) business days after the amendment is issued. This withdrawal option will allow any Offeror to remove its Proposal from active consideration should the Offeror feel that the amendment changes the nature of the transaction so much that the Offeror’s Proposal is no longer in its interest. Alternatively, the State may allow Offerors that have Proposals under active consideration to modify their Proposals in response to the amendment.

If the State allows Offerors to modify their Proposals in response to an amendment, the State may limit the nature and scope of the modifications. Unless otherwise provided in the State’s notice, Offerors must make any modifications or withdrawals in writing and submit them to the State within five business days after the amendment is issued at the address and in the same manner required for the submission of the

original Proposals. If this RFP provides for a negotiation phase, this submission procedure will not apply to changes negotiated during that phase. The State may reject any modification that is broader in scope than the State has authorized in the announcement of the amendment and treat it as a withdrawal of the Offeror's Proposal.

3.4. PROPOSAL SUBMITTAL

Each Offeror must submit a technical section and a cost section as part of its total Proposal before the opening time on the Proposal due date. The Offeror must submit the technical section as a separate package from the cost section of its Proposal, and each section must be submitted in its own separate, opaque package. The package with the technical section of the Proposal must be sealed and contain one (1) originally signed technical section and ten (10) additional copies of the technical section, and the package with the cost section also must be sealed and contain three (3) complete copies of the cost section of the Proposal.

The Offeror must mark the outside of each package with either:

“RFP #0A1285 – EDI Services RFP – Technical Proposal” or
“RFP ##0A1285 – EDI Services RFP – Cost Proposal,” as appropriate.

Included in each sealed package, the Offeror also must provide an electronic “searchable” copy of everything contained within the package on a flash drive (portable storage device) in Microsoft Office (native format), Microsoft Word (native format), Microsoft Project (native format), Microsoft Excel (native format) and Adobe Acrobat format, as appropriate. If there is a discrepancy between the hard copy and the electronic copy of the Proposal, the hard copy will control, and the State will base its evaluation of the Offeror's Proposal on the hard copy.

Proposals are due no later than 1:00 p.m. on the Proposal due date. Proposals submitted by email, fax, or other electronic means are not acceptable, and the State may reject them. Offerors must submit their Proposals to:

Department of Administrative Services
Attn: Andrew Miller c/o Bid Desk RFP 0A1285
4200 Surface Road
Columbus, Ohio 43228

Bid Desk Main Phone Number: 614-466-5090

The State may reject any Proposals or unsolicited modifications it receives after the deadline. An Offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. Offerors also must allow for potential delays due to increased security. The Bid Desk accepts packages between the hours of 7:30 a.m. to 5:00 p.m. Monday through Friday, excluding State Holidays. No deliveries will be accepted before or after these hours without prior arrangements. Offerors must allow sufficient time since the State may reject late Proposals regardless of the cause for the delay.

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

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

Revised Code Section 9.24 prohibits the State from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery (a "Finding"), if the Finding is unresolved at the time of the award. This also applies to renewals of contracts. By submitting a Proposal, the Offeror warrants it is not subject to an unresolved Finding under Section 9.24 at the time of its submission. Additionally, the Offeror warrants it will notify the Department of Administrative Services in writing immediately upon becoming subject to such an unresolved Finding after submitting its Proposal and before the award of a Contract under this RFP. Should the State select the Offeror's Proposal for award of a Contract, this warranty of immediate written notice will apply during the term of the Contract, including any renewals or extensions. Further, the State may treat any unresolved Finding against the Contractor that prevents a renewal of the Contract as a breach, in accordance with the provisions of *Attachment Four, General Terms and Conditions*.

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 an electronic copy 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.

The State may reject any Proposal if the Offeror takes exception to the terms and conditions of this RFP, includes unacceptable assumptions or conditions in its Proposal, fails to comply with the procedure for participating in the RFP process, or fails to meet any requirement of this RFP. The State also may reject any Proposal it believes is not in its interest to accept and may decide not to award a contract to any or all of the Offerors responding to this RFP.

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

All Proposals and other material Offerors submit will become the property of the State and may be returned only at the State's option. All Proposals will be open to the public after the State has awarded the Contract.

The State will retain all Proposals, or a copy of them, as part of the Contract file for at least three (3) years. After the three-year retention period, the State may return, destroy, or otherwise dispose of the Proposals and any copies of them.

The State is not liable for any costs an Offeror incurs in responding to this RFP or from participating in the evaluation process, regardless of whether the State awards the Contract through this process,

decides not to go forward with the Work, cancels this RFP for any reason, or contracts for the Work through some other process or through another RFP.

3.5. WAIVER OF DEFECTS

The State may waive any defects in any Proposal or in the submission process followed by an Offeror, but the State will only do so if it believes that it is in the State's interest and will not cause any material unfairness to other Offerors.

3.6. MULTIPLE OR ALTERNATE PROPOSALS

The State will not accept multiple Proposals from a single Offeror to the requirements of this RFP. Additionally, any Offeror that disregards a requirement in this RFP simply by proposing an alternative to it may have its Proposal rejected by the State. Further, any Offeror that submits multiple Proposals for each of these options may have all of its Proposals rejected.

3.7. CHANGES TO PROPOSALS

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

4. PART FOUR: EVALUATION OF PROPOSALS

4.1. DISCLOSURE OF PROPOSAL CONTENTS

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

4.2. REJECTION OF PROPOSALS

The State may reject any Proposal that proposes to do any work or make any State data available outside the United States. The State also may reject any Proposal for which the Contractor has not submitted the affirmation and disclosure form representing that it will ensure that all work on the Project will be done within the United States and that all State data will remain in the United States.

4.3. EVALUATION OF PROPOSALS GENERALLY

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

1. Initial review;
2. Technical evaluation;
3. Evaluation of costs;
4. Requests for more information;
5. Presentations and Demonstrations and
6. Contract Negotiations.

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

4.4. CLARIFICATIONS AND CORRECTIONS

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

Corrections and clarifications must be completed off State premises.

4.5. INITIAL REVIEW

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

4.6. TECHNICAL EVALUATION

The State will evaluate each Proposal that it has determined is timely, complete, and properly formatted. The evaluation will be scored according to the requirements identified in this RFP, including the requirements in *Attachment One*. Other attachments to this RFP may further refine these requirements, and the State has a right to break these requirements into components and weight any components of a requirement according to their perceived importance.

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

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

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

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

4.7. REQUIREMENTS

Attachment One provides requirements the State will use to evaluate the Proposals, including any mandatory requirements. If the Offeror's Proposal meets all the mandatory requirements, the Offeror's Proposal may be included in the next phase of the evaluation, which will consider other requirements described in a table in *Attachment One*.

In the case of any requirements for a team of people the Offeror is proposing, the Offeror must submit a team to do the Work that collectively meets all the team requirements. But the experience of multiple

candidates may not be combined to meet a single requirement. Further, previous experience of the candidate submitted for a Work Manager position may not be used to meet any other team member requirements. Each candidate proposed for the Work team must meet at least one of the requirements.

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

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

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

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

4.8. COST EVALUATION

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

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

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

4.9. REQUESTS FOR MORE INFORMATION

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

- Clarify its Proposal and ensure a mutual understanding of the Proposal's content;
- Showcase its approach to the Work; and
- Demonstrate the professionalism, qualifications, skills, and work knowledge of its proposed candidates.

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

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

4.10. PRESENTATIONS AND DEMONSTRATIONS

The state may request the Offeror to perform Presentations and/or Demonstrations involving its proposed solution. The state will coordinate the time and location and provide a framework for any requested presentations and/or demonstrations.

4.11. DETERMINATION OF RESPONSIBILITY

The State may review the background of one or more of the highest-ranking Offerors and its or their key team members and subcontractors to ensure their responsibility. For purposes of this RFP, a key team member is a person that an Offeror identifies by name in its Proposal as a member of its proposed team. The State will not award the Contract to an Offeror that it determines is not responsible or that has proposed candidates or subcontractors to do the Work that are not responsible. The State's determination of an Offeror's responsibility may include the following factors: experience of the Offeror and its key team members and subcontractors, its and their past conduct on previous contracts, past performance on previous contracts, ability to execute this Contract properly, and management skill. The State may make this determination of responsibility based on the Offeror's Proposal, reference evaluations, a review of the Offeror's financial ability, and any other information the State requests or determines is relevant.

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

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

4.12. REFERENCE CHECKS

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

The State may consider the quality of an Offeror's and its candidates' and subcontractors' references as part of the technical evaluation phase, as well as in the State's determination of the Offeror's responsibility. The State also may consider the information it receives from the references in weighing any requirement contained in the technical evaluation phase, if that information is relevant to the requirement. In checking an Offeror's or any of its proposed candidates' or subcontractors' references, the State will seek information that relates to the Offeror's previous contract performance. This may include performance with other governmental entities, as well as any other information the State deems important for the successful operation and management of the Work and a positive working relationship

between the State and the Offeror. In doing this, the State may check references other than those provided in the Offeror's Proposal. The State also may use information from other sources, such as third-party reporting agencies.

4.13. FINANCIAL ABILITY

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

4.14. CONTRACT NEGOTIATIONS

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

The State may limit negotiations to specific aspects of the RFP or the Offeror's Proposal. Should the evaluation result in a top-ranked Proposal, the State may limit negotiations to only that Offeror and not hold negotiations with any lower-ranking Offeror. If negotiations are unsuccessful with the top-ranked Offeror, the State then may go down the line of remaining Offerors, according to rank, and negotiate with the next highest-ranking Offeror. Lower-ranking Offerors do not have a right to participate in negotiations conducted in such a manner.

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

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

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

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

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

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

Negotiated changes will be reduced to writing and become a part of the Contract file, which will be available for public inspection after award of the Contract or cancellation of the RFP, provided the State does not plan to reissue the RFP. If the State plans to reissue the RFP, the Contract file will not be available until the subsequent RFP process is completed. Unless the State agrees otherwise in writing, the Offeror must draft and sign the written changes and submit them to the State within five business days. If the State accepts the changes, the State will give the Offeror written notice of the State's acceptance, and the negotiated changes to the successful offer will become a part of the Contract.

4.15. FAILURE TO NEGOTIATE

If an Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations with that Offeror, remove the Offeror's Proposal from further consideration, and seek such other remedies as may be available in law or in equity.

5. PART FIVE: AWARD OF THE CONTRACT

5.1. CONTRACT AWARD

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

Included with this RFP, as *Attachment Five*, is a sample of the Contract for the RFP. The State will issue two (2) originals of the Contract to the Contractor proposed for award. The Offeror must sign and return the two (2) originals to the Procurement Representative. The Contract will bind the State only when the State's duly authorized representative signs all copies and returns one to the Contractor with an award letter, the State issues a purchase order, and all other prerequisites identified in the Contract have occurred.

The Contractor must begin work within fifteen (15) business days after the State issues a purchase order, or on a mutually agreed start date, under the Contract. If the State awards a Contract pursuant to this RFP, and the Contractor is unable or unwilling to perform the Work, the State may cancel the Contract, effective immediately on notice to the Contractor. The State then may return to the evaluation process under this RFP and resume the process without giving further consideration to the originally selected Proposal. Additionally, the State may seek such other remedies as may be available to the State in law or in equity for the selected Contractor's failure to perform under the Contract.

5.2. BUSINESS ASSOCIATE AGREEMENT

Prior to Contract award, the offeror must sign the Business Associate Agreement in *Attachment Ten* of this RFP. This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Agreement will be made a part of the Contract.

The Business Associate performs certain services on behalf of or for the Agency pursuant to the underlying Contract that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 Code of Federal Regulations (CFR) parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency's Health Plan is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Contract are entering into this Agreement to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Contract into compliance with HIPAA.

5.3. CONTRACT

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

1. The one-page Contract (*Attachment Five*) in its final form;
2. The RFP including supplements and attachments, along with the amended and clarified version of Contractor's Response. Contractor's Response includes *Attachment Four – General Terms and Conditions*, and all other Attachments, Supplements and materials included in Contractor's Response as accepted by the State;
3. The attached Cost Proposal Workbook;
4. The applicable Purchase Order.

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.

The term of the Contract will be from the award date until the Work is completed to the satisfaction of the State and the Contractor is paid or June 30, 2021, whichever is sooner. The State may renew this Contract for up to five additional two (2) year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium for a maximum contract term expiring June 30, 2031. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of the State.

6. Attachments

6.1. ATTACHMENT ONE: EVALUATION CRITERIA

EVALUATION MODEL

Proposal evaluation and scoring will be done through a phased approach. Each phase of evaluation is outlined below.

- Initial Review – Proposals are reviewed for timeliness, format, completeness, conflicting terms and conditions, and adherence to the minimum mandatory requirements.
 - Format and Completeness – The State normally rejects incomplete or incorrectly formatted Proposals, though it may waive any defects or allow an offeror to submit a correction.
 - Conflicting Terms and Conditions – The State will review offeror exceptions to *Attachment Two: Special Provisions & Interval Deliverable Agreement* and *Attachment Four: General Terms and Conditions* and at its discretion reject offeror proposals with egregious or a significant number of exceptions.
 - Minimum Mandatory Requirements – Offerors must adhere to and provide relevant information needed, to meet each mandatory requirement identified below. Any proposal failing to do so may be disqualified from evaluation.
- Technical Evaluation Phase – Offeror technical proposals that successfully pass the initial review will be evaluated and scored based upon the offeror's response to the following:
 - *Template C – Offeror Profile*
 - *Project Organization and Staffing Requirements*
 - *Functional Requirements*
 - *Technical Requirements*
 - *Implementation Requirements*
 - *Maintenance and Operations Requirements*
- Cost Evaluation Phase – Offeror technical proposals receiving a minimum of 2275 points, will proceed to the Cost Evaluation Phase to be scored based upon the offeror's comprehensive proposed solution including price, provided in:
 - *Template F – Cost Proposal Workbook*

MINIMUM MANDATORY REQUIREMENTS (PASS/FAIL)

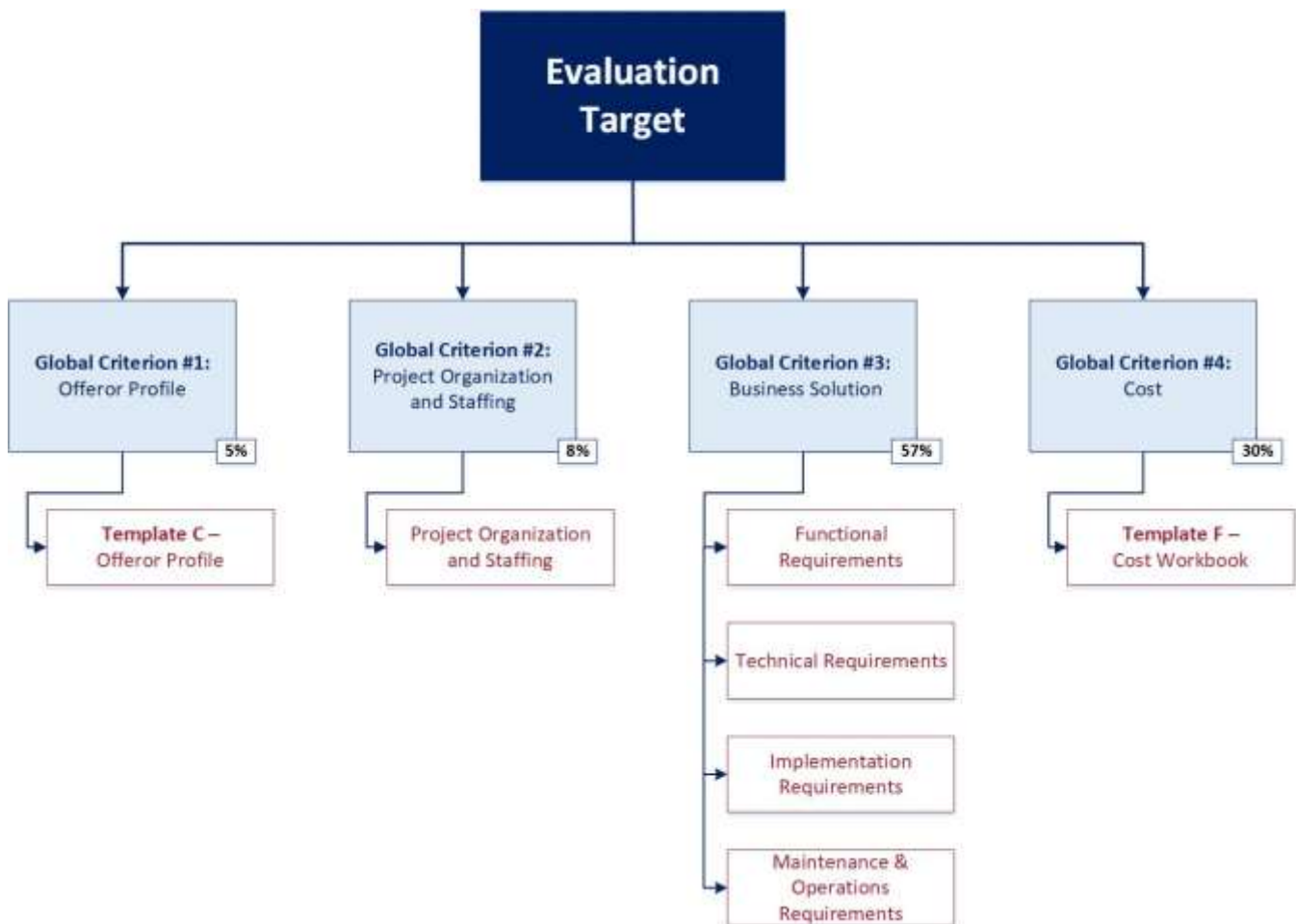
The mandatory requirements for the RFP are listed below. Offerors are expected to provide their response to each mandatory requirement in *Template C – Offeror Profile*. If the Offeror's Proposal meets the mandatory requirements, the Offeror's Proposal may be included in the next part of the technical evaluation phase.

1. The offeror must demonstrate experience within the last 36 months as the prime contractor for at least three (3) federal, state, local government or private healthcare entities where the solution of similar size and scope (based on transaction volume and trading partner engagements) is currently being or has been implemented.
2. The offeror must provide a detailed plan which demonstrates that a minimum of fifteen percent (15%) of the cost of the work each fiscal year under the resulting Contract will be subcontracted through one or more Ohio Certified Minority Business Enterprise (MBE)

suppliers. The MBE plan must include, at minimum, the name(s) of the MBE supplier(s), percent of total project cost allocated to each MBE supplier, description of work to be performed by each MBE supplier, letter(s) of intent signed by each identified MBE supplier, and MBE Certification letters for each MBE supplier. If collaborating with more than one MBE supplier, please attach separate forms for each MBE supplier.

3. The offeror must provide a signature by an authorized signatory legally binding the offeror, indicating compliance with the Affirmation and Disclosure form, which addresses the expenditure of public funds for offshore services.

Proposals meeting the Initial Review criteria including the above Minimum Mandatory Requirements will proceed to the Technical Evaluation Phase and will be scored across the first three (3) global technical criteria, described below. Global Criterion #4 is reserved for those proposals allowed to move to the cost evaluation phase.



Technical Evaluation Phase (70 Percent). During the technical evaluation phase, proposals will be evaluated to determine if the proposal sufficiently addresses all requirements of this RFP Base, associated attachments, templates and supplements and that the offeror has developed a specific approach to providing all services described in Supplement One.

Cost Evaluation Phase (30 Percent). Offeror Technical proposals meeting the minimum score of 2275 points will move on to the Cost Evaluation Phase. The following is a breakdown of expected components and weighted scoring assigned to the Cost Evaluation Phase. Offerors are expected to provide a cost for each area outlined in *Template F – Cost Proposal Workbook*.

The following table provides a breakdown of expected components and maximum points assigned to the Technical Proposal and the Cost Proposal.

Table 2 – Scoring assigned to the Technical Proposal

Mandatory Requirement	Reject	Accept
Experience within the last 36 months as prime contractor for at least three (3) federal, state, local government or private healthcare entities where the solution of similar size and scope (based on transaction volume and trading partner engagements) is currently being or has been implemented.		
Detailed plan demonstrating that a minimum of fifteen percent (15%) of the cost of the work each fiscal year will be subcontracted through one or more Ohio Certified Minority Business Enterprise (MBE) suppliers. The MBE plan must include, at minimum, the name(s) of the MBE supplier(s), percent of total project cost allocated to each MBE supplier, description of work to be performed by each MBE supplier, letter(s) of intent signed by each identified MBE supplier, and MBE Certification letters for each MBE supplier. If collaborating with more than one MBE supplier, please attach separate forms for each MBE supplier.		
Signature by an authorized signatory legally binding the offeror, indicating compliance with the Affirmation and Disclosure form, which addresses the expenditure of public funds for offshore services.		

Scored Requirements	Weight	Does Not Meet	Partially Meets	Meets	Exceeds
Template C – Organization Overview	20	0	2	5	7
Template C - Offeror Profile	30	0	2	5	7
Supplement 1, Sec 2 - Project Organization	30	0	2	5	7
Supplement 1, Sec 2 - Key Roles	40	0	2	5	7
Supplement 1, Sec 2 - Work Breakdown Structure	10	0	2	5	7

Scored Requirements	Weight	Does Not Meet	Partially Meets	Meets	Exceeds
Supplement 1, Sec 4 - EDI Standards and Compliance	70	0	2	5	7
Supplement 1, Sec 4 - Translation Processing	70	0	2	5	7
Supplement 1, Sec 4 - Trading Partner Management	47	0	2	5	7
Supplement 1, Sec 5 - Systems and Applications	20	0	2	5	7
Supplement 1, Sec 5 - Technical Services	17	0	2	5	7
Supplement 1, Sec 5 - Data Management	25	0	2	5	7
Supplement 1, Sec 5 - User Interface	17	0	2	5	7
Supplement 1, Sec 5 - Security	22	0	2	5	7
Supplement 1, Sec 5 - Privacy	22	0	2	5	7
Supplement 1, Sec 5 - User Documentation	17	0	2	5	7
Supplement 1, Sec 5 - Reporting and Analytics	17	0	2	5	7
Supplement 1, Sec 5 - OMES Integration	20	0	2	5	7
Supplement 1, Sec 6 - Project Management	37	0	2	5	7
Supplement 1, Sec 6 - Testing	37	0	2	5	7

Scored Requirements	Weight	Does Not Meet	Partially Meets	Meets	Exceeds
Supplement 1, Sec 6 - Training	17	0	2	5	7
Supplement 1, Sec 6 - CMS Certification Support	7	0	2	5	7
Supplement 1, Sec 7 - Maintenance and Operations	46	0	2	5	7
Supplement 1, Sec 7 - Business Continuity	26	0	2	5	7
Supplement 1, Sec 7 - Compliance	36	0	2	5	7

SCORING

Technical. Qualifying technical proposals are collectively scored by the Proposal Review Team (PRT). Each sub-criterion is collectively reviewed and judged by the PRT, and awarded a score of 0, 2, 5, or 7 based on the qualifications described in the rubric below. The weight of each sub-criterion will be multiplied by the score awarded by the PRT.

Rating	Relation to Requirements
7	Exceeds Requirement(s)
5	Meets Requirement(s)
2	Partially Meets Requirement(s)
0	Does Not Meet Requirement(s)

Upon completion of the PRT's consensus scoring review, each offeror's Technical Proposal will receive a score with a maximum of 4900 points. All offeror proposals meeting a **2275 raw point total or 65% of total available technical points** qualify to have their Cost Proposal evaluated. Proposals that qualify to have their Cost Proposal evaluated will have their technical score normalized to a 1000-point scale by dividing the raw point total by 7. A maximum of 700 points are determined by the Technical Proposal.

Scoring: Cost. The offeror with the lowest proposed Total Cost as represented in **Template F** will receive 300 points. The remaining offerors will receive a percentage of the maximum cost points available based upon the following formula:

$$(\text{Lowest Offeror's Total Cost} / \text{Offeror's Total Cost}) \times 300$$

Scoring: Total Points.

The maximum score possible is 1000 points. Total points are calculated using the following formula:

Technical Points + Cost Points

Veteran's Enterprise Preference. The State will apply the Veterans Friendly Business Enterprise preference or bonus points as required by ORC 9.318 and OAC 123:5-1-16.

6.2. ATTACHMENT TWO: SPECIAL PROVISIONS & INTERVAL DELIVERABLE AGREEMENT

Submittal of Deliverables. Should the State require Work elements be submitted as a Deliverable, the Contractor must perform its tasks in a timely and professional manner that produces Deliverables that fully meet the Contract's requirements. And the Contractor must provide the Deliverables no later than the due dates the Contract requires. At the time of delivery of a written Deliverable, the Contractor must submit an original and one copy of each Deliverable, plus an electronic copy. The Contractor must provide the electronic copy in a file format acceptable to the State.

By submitting a Deliverable, the Contractor represents that, it has performed the associated tasks in a manner that meets the Contract's requirements.

The Contractor must provide all Deliverables to the State Project Representative, who will review (or delegate review of) the materials or documents within a reasonable time after receipt, as specified in the State approved, base-lined Project Plan.

If the State determines that a Deliverable is not in compliance, the State Project Representative will note the reason for non-compliance and send notification to the Contractor Project Manager. At no expense to the State, the Contractor then must bring the Deliverable into conformance and re-submit it to the Project Representative within ten (10) business days.

If the State agrees the Deliverable is compliant, the State Project Representative will sign a Deliverable Submittal Form and return a copy to the Contractor. In addition, if the State Project Representative or designee determines that the State should make a payment associated with the Deliverable, the State Project Representative will indicate that the payment should be made on the Deliverable Submittal Form.

The State form authorizing payment and the payment itself do not indicate that the State has accepted the Deliverables associated with the payment. The State's acceptance of the Deliverables that are part of developing the Project is conditioned on a successful performance test upon completion of the Project or Services (if applicable).

General Systems Implementation Standards. The Contractor has and will continue to use its best efforts through quality assurance procedures to ensure there are no viruses or malware or undocumented features in its infrastructure and services and that they do not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any use of or access to them by the State.

Inconsistencies between Contract and Deliverables. If any terms and conditions that may be incorporated in a User, Operations, Training Document or Guide or Contractor created Deliverable, work product, assumption, responsibility or activity are inconsistent or conflict with the Contract, the Contract shall prevail.

The Contractor's Fee Structure. The Contract award will be for a Not-to-Exceed Fixed cost as agreed to in the Offerors Cost Summary Microsoft Excel Workbook(s). The Contractor may invoice the State for each Task as defined in Supplement One after the State has accepted all Deliverables for that Task. The Contractor may invoice the State for the on-going software licensing, maintenance and support costs

annually in advance. IDA costs will be determined by using the Contractor's Rate Card as agreed to in the Offeror's Cost Summary.

Reimbursable Expenses. None.

Bill to Address. The State will provide the bill to address(s) after contract award. The bill to address may vary depending upon the work or services delivered.

MBE Set-aside and Reporting. In accordance with the State's commitment to make more State contracts, services, benefits and opportunities available to certified Ohio 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 work set-aside must equate to a minimum of 15% of the offeror's cost proposal under this RFP. In seeking bids, 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, financial responsibility, and specific experience related to the work requirements;
- Require the MBE subcontractor to maintain its certification throughout the term of the Contract, including any renewals; and
- Propose the awarded MBE as a subcontractor under this RFP 0A1285.

After award of the RFP, the Contractor must submit a quarterly report to the DAS 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 agree to in the Contract. The reports must be filed at a time and in a form prescribed by the DAS Contract Manager or designee.

Interval Deliverable Agreement (IDA). The State may use the Interval Deliverable Agreement (IDA) model for future work (e.g., implementation of additional environmental programs) or other work identified during the life of the Contract that cannot be defined to the appropriate level of detail during the RFP process. The Contractor must work with designated State staff to develop the deliverables and identify all work for each IDA. Deliverables or sub-deliverables will be defined prior to the start of each designated interval, and monitored throughout the designated interval and the life of the Contract. The IDAs will be identified and agreed to at least thirty (30) business days in advance of the beginning of the interval. For each IDA, the State and the Contractor will agree, in writing, to specific deliverables, work assignments, sub-deliverables, services to be provided using time and materials, the length of the interval, due dates, and Contractor staffing requirements based on positions and not-to-exceed hourly rates quoted on the Rate Card on the Cost Proposal. The IDA is not effective until the State and Contractor have signed the agreement and a purchase order is issued to the Contractor. The agreed-upon IDA will be incorporated into the Contract.

The IDA (i.e., specifications, deliverables, work assignments, and due dates) may be amended based upon changing circumstances during a particular interval. An amendment to an IDA must be in writing and signed by both the State and the Contractor prior to performing the work specified in the amendment.

Specific application of standards of performance and acceptance may be defined in an IDA. The information below sets a guide and general rule of thumb for these standards.

If the IDA so indicates, there will be a period for performance testing in a production environment specific to the deliverables identified in the IDA. Prior to the performance period, the State, with the assistance of the Contractor, will perform user acceptance testing. Specifics of the performance period such as the timeframe, resources, support required, entrance and exit performance criteria, and standards of performance will be determined by the State, negotiated with the Contractor and incorporated in the IDA. The performance criteria in the IDA may be supplemented with relevant user manuals, technical materials and related writings, to the extent that the specifications in those writings supplement and refine rather than contradict the performance criteria in the IDA. Acceptance of the Deliverable depends on a successful completion of the performance period defined in this section and the IDA. This section applies to the Deliverables defined in the IDA, and any part of it, as well as replacements or substitutes for the Deliverable after completion of a successful performance period.

If the Deliverable does not meet the standard of performance during the performance period, the State will document the issues in a timely manner and in a useful and relevant form. Until the Contractor has demonstrably corrected all outstanding problems, the performance period will not restart and the Deliverable (or part thereof) will not be accepted. The performance period will continue on a day-by-day basis until the standard of performance and exit criteria are met. The Contractor will not be compensated until the Deliverable is accepted and any additional cost associated with the iterations required to obtain acceptance are the responsibility of the Contractor.

If the Work fails to meet the standard of performance and exit criteria during 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 IDA.

The Work may have components that can be tested for acceptance individually. If so, there may be acceptance criteria listed in the IDA for each Deliverable that will be independently tested and accepted. But, unless the IDA expressly provides otherwise, the failure of any independently tested component to meet its acceptance criteria will give the State the right to reject the entire Deliverable. Alternatively, if the State determines that it is in the State's interest to reject only the part of the Deliverable that was independently and unsuccessfully tested, it may do so. If the State chooses this option, the State will be entitled to a refund or credit toward the Contractor's Fee.

All IDAs must contain the following information, at a minimum:

- The designated interval length for each IDA.
- Goals and Objectives for the interval.
- Deliverables to be completed or partially completed during the interval. This will include, but not be limited to:
 - Deliverable Name;
 - Description of Deliverable including tasks or milestones to be completed;
 - Detailed acceptance criteria and standards of performance;
 - State dependencies identified by the Contractor for successful completion of the Deliverable;
- Deliverable Due Date;
- Risks associated with delays and incomplete Deliverables; and

- Not-To-Exceed Fixed pricing for each Deliverable based on staffing requirements (services to be performed, identification of Contractor staff resource by name and position, number of hours allocated to the task for each assigned position, individual hourly rate for each Contractor resource assigned to a task, etc.).

The State may identify tasks and services that will be billed on a time and material basis. The State does not anticipate a need for time and material services for the Work, however in the event that time and materials work is appropriate, at the sole discretion of the State, the following information, at a minimum, must be provided in the IDA:

- Name, title, identification of the employer (prime or subcontractor) and number of staff;
- Staff work hours with any known exceptions noted;
- Description of the work to be performed by the Contractor;
- Specific Contractor resources assigned;
- Individual rate for each Contractor resource assigned;
- Projected number of Contractor hours allocated (per resource);
- Dates covered in the work;
- Dependencies;
- Management or staffing issues;
- Standards of performance; and
- Work Breakdown Schedule (WBS) for all Work in the IDA.

In addition, the following information may also be required:

- Staffing Issues and
- Required work related travel and training.

It is the Contractor's responsibility to provide qualified professionals to meet the goals, tasks, and objectives of each IDA. All IDAs must commence with a Kick Off Meeting. The Contractor, in conjunction with State staff, must plan and conduct a Project kickoff meeting.

The Contractor in collaboration with the State will initiate the project with a mobilization effort for the first 15 business days of the project, followed by the project kick-off event. This effort will focus on planning, processes, and project methodology. The goal will be to discuss and evaluate the Contractor's proposed practices, methodologies and recommendations and ensure Contractor's understanding of their commitment to deliver the proposed solution for the project. The Contractor must also work with the State on establishing acceptance criteria prior to submitting a deliverable.

The Contractor in conjunction with the State must develop and deliver a presentation to the sponsors, key stakeholders and core project team after the mobilization effort. At a minimum, the presentation must include a high-level overview of the following:

- Project scope and schedule;
- Goals of the Project;
- Methodology, approach, and tools to achieve the goals;
- Roles, responsibilities, and team expectations;
- Tasks, Deliverables, Milestones and significant work products; and
- Contract content review.

All IDAs must have Project Review Check Points. Upon completion of the baselined IDA Project Plan and on a mutually agreed upon basis throughout the Project, the Contractor, in conjunction with State Project team staff, must deliver a presentation to the State. At a minimum, the presentation must address any known State or Contractor issues or concerns, including but not limited to the following:

- Project scope, budget and schedule;
- Any changes to Key named resources assigned to the Project;
- Project readiness including key issues and risk from their current status;
- Project Status including variance from baseline for key milestones, tasks, deliverables (Significant work products) and project closure;
- Methodology, approach, and tools to achieve the Project goals (inventory and status of completeness and agreement for documented project management and implementation approaches. I.e., Project management plan, communication plan, requirements traceability, implementation approach and methodology); and
- Roles, responsibilities, and team expectations.

Upon completion of the presentation, the State will immediately assess the health of the project and determine next steps for moving forward with the Project, within one week of the meeting, which may include the following:

- Continue the Project;
- Terminate the Contract; or
- Suspend the Contract.

See Suspension and Termination language in *Attachment Four* for remedies for failure to deliver the proposed solution.

Please Note: There may be additional Project Reviews conducted by the State on an as needed basis throughout the term of the Contract to assess Project health and ensure the Project is progressing successfully.

The State's intent is for all IDAs to be developed and negotiated in partnership between the State and the Contractor, with each having a vested interest in its success. In the event that the State and the Contractor are unable to negotiate an IDA, the State, at the discretion of DAS Executive Management may request mediation.

6.3. ATTACHMENT THREE: REQUIREMENTS FOR PROPOSALS

RFP TERMINOLOGY

Certain terms are used throughout this RFP and have specific meaning, including:

- The term “*offeror*” is used to indicate any organization, partnership, or collaboration of organizations that could submit a proposal in response to this RFP.
- The terms “*Contractor*” or “*selected offeror*” indicate the specific organization, partnership, or collaboration of organizations that is awarded the Contract at the conclusion of the competitive procurement process, for example “The Contractor’s solution must...” or “The selected offeror will be responsible for...”
- The use of “*e.g.*” does not imply an exhaustive list or commitment regarding the items, but instead lists examples given solely to provide additional context to the offeror. Also, terms within an “*e.g.*” list are not in order of importance.
- The use of “*i.e.*” indicates an explanation or paraphrase of the previous term.
- The term “*state-defined*” refers to information such as business rules or other that will be elaborated by the Contractor with State’s input during the design and subsequent phases of the Contract.

PROPOSAL REQUIREMENTS AND FORMAT

Proposals must meet all requirements of Section 3.5 Proposal Submittal of this RFP Base document.

The instructions in this section describe the required format for a responsive Proposal. The Offeror may include any additional information it believes is relevant. The Offeror’s proposal submission must be submitted using the Microsoft Word version of the RFP to provide in-line responses to the RFP. 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.

Offerors are advised that all response templates, supplements, and attachments for this RFP are available to be downloaded. Documents can be downloaded from <http://procure.ohio.gov/>. It will be the sole responsibility of the offeror to obtain the templates, supplements, and attachments. The offeror will not be relieved of any responsibility for performance under the subsequent Contract due to the failure of the offeror to obtain a copy of the complete RFP including templates, supplements, and attachments. The following provides a summary of the expected content for each of the response template and supplement outlined above.

Each Proposal must be organized in an indexed binder with tabs labeled and ordered in the manner listed below. The Proposal must include the following tabbed sections:

- Template A - Cover Letter, Executive Summary, and Subcontractor Letters
- Template B –Terms and Conditions
- Template C – Offeror Profile
- Response to Supplement One
- Response to Supplement Two

- Response to Supplement Three
- Template D – Administrative Forms
- Template E - Assumptions
- Template F – Cost Proposal Workbook (Must be separately sealed)
- Attachment 10 – A Signed Business Associate Agreement

Response Specifics. Offeror responses should use a consistent contrasting color (**blue** is suggested to contrast with the black text of this RFP document) to provide their response to each requirement so that the Offeror response is readily distinguishable to the State. Alterations to the State provided baseline RFP language is strictly prohibited. The State will electronically compare Offeror responses to the baseline RFP and deviations or alterations to the State's RFP requirements may result in a rejection of the Offeror's Proposal.

Below is an example of the expected format for responding to the RFP requirements.

5. TECHNICAL REQUIREMENTS

The offeror must provide a narrative overview to demonstrate their capability and approach to delivering the services identified in this section. Offerors must use the response sections below to provide specific details of the proposed approach to meeting the technical requirements in each requirement category.

5.1 Systems and Application

The requirements under Systems and Application are intended to outline the standards and expectations for solution planning and configuration phases of the Contract. The selected offeror will work with the SI contractor and other OMES module contractors for integration support and other coordination activities for module changes towards maintaining consistent performance standards across the OME.

Below are the Systems and Application requirements to be fulfilled by the Contractor:

Table 4 - Systems and Application Requirements

Requirement ID	Requirement Description	Requirement Type	Capability Assessment
OMES-100.000.010	The contractor must facilitate requirements validation and design sessions with the SI contractor, the State, and other impacted OMES module contractors.	Responsibility	Accept
OMES-100.010.020	The contractor's solution must provide authorized users with secure, role-based access to provided services.	Functional	Unique Service

The offeror must describe its proposed approach to each of the Systems and Application requirements above. The narrative response for this category must be organized to successfully address all the requirements in the category. Any requirement not clearly addressed in the response may negatively affect the offeror's scoring. Any exceptions must be identified using specific requirement references.

The following is ABC Enterprise's response to the Systems and Application requirements:

OMES-100.000.010

<Response>

OMES-100.010.020

<Rationale for configuration/customization required>

Each Proposal must include a response to every request for information in this attachment and in Supplements One, Two, and Three (per the response options). Simply repeating the RFP's requirement and agreeing to comply may be an unacceptable response and may cause the Proposal to be rejected.

State evaluators read every RFP from front-to-back inclusive of all Attachments, Supplements, Forms and other elements. Offerors are advised to limit Offeror marketing statements and positioning to the

area(s) of the RFP applicable to those statement(s) and not include duplicative or otherwise repetitive statements throughout its response. Failure to comply with these guidelines may negatively affect the offeror's scoring.

Detailed requirements for the procurement are contained in Supplement One to this RFP. Proposals must include a response to each group of requirements in Supplement One. The Proposal must describe the offeror's methodology for meeting each requirement within that group. **Any requirement not clearly addressed in the response may negatively affect the offeror's scoring.** Offerors must **identify and describe any exceptions to the RFP requirements** using the RFP requirement number and language. The offeror must provide their proposed response to the requirements of this RFP in each designated section. Offerors are encouraged to suggest innovative ways to meet the requirements of this RFP and include any value-added services that provide additional functionalities and capabilities above the minimum requirements.

TECHNICAL PROPOSAL INSTRUCTIONS

Technical Proposal Sections
Template A – Cover Letter, Executive Summary, and Subcontractor Letters
<p>The Cover Letter must be in the form provided in Template A and must be signed by an individual authorized to legally bind the offeror. The Cover Letter must contain the following information:</p> <ul style="list-style-type: none"> ➤ The offeror's legal notice address ➤ The offeror's payment address ➤ The offeror's legal structure ➤ Individuals responsible for development of the offeror's proposal <p>The Cover Letter must be signed by an individual authorized to legally bind the offeror.</p> <p>Executive Summary must condense and highlight the contents of the Technical Proposal in such a way as to provide a broad understanding of the entire solution. The Executive Summary must include a summary of the proposed technical approach, the staffing structure, and the task schedule, including a brief overview of:</p> <ul style="list-style-type: none"> ➤ Approach to delivering requested services ➤ Timeline to deliver services ➤ Proposed team ➤ Offeror's understanding of the objectives and expectation of this RFP ➤ Advantages of the offeror's proposal to the State <p>The Executive Summary should be no more than five (5) single-spaced typed pages in length.</p> <p>Subcontractor Letters for each proposed subcontractor. The offeror must attach a letter from the subcontractor, signed by an individual authorized to legally bind the subcontractor, and having the same content as that listed above.</p> <p>Table of Contents must include all parts of the Proposal including response forms and attachments, identified by section and page number.</p>
Template B – Terms and Conditions
<p>Offerors must review and sign Template B – Terms and Conditions using blue ink in order to note their acknowledgement, intent of compliance, and any exceptions to the State's Terms and Conditions. If exceptions are not noted in Template B of the RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if, at its sole discretion, it deems that to be in the best interests of the State. Offerors must include a statement indicating that the offeror has read, understands, and agrees to the General Terms and Conditions.</p> <p>The selected offeror(s) will sign a Contract with the State to provide the goods and services described in its response.</p>

Template C – Offeror Profile

The **Offeror Profile** must describe the offeror's capability, capacity, and experience in support of the requirements in Supplement One. The Offeror Profile should provide the following:

- Date the corporation was established
- Corporation leadership
- Number of employees
- Number of employees that will engage in tasks directly related to this Project

Any other background information or relevant experience that will help the State assess the ability of the offeror to fulfill the obligations of the Contract.

Additional Content

In addition, Offerors must provide the following items with Template C.

- Responses to each mandatory requirement
- Offeror Certification Form (Attachment Six)
- Offeror Profile Summary and Forms (Attachment Seven)

Supplement One – Scope of Work

Offerors must include a fully completed copy of Supplement One in this section of their proposal. Offerors must not modify the content of the Supplement. If the content is modified, reformatted or omitted, the offeror's response may be disqualified. Offerors must follow the completion instructions contained in the supplement when preparing their responses to the following sections:

Section 2 - Project Organization and Staffing Requirements

Offerors must provide the following information as part of their response to Section 2:

- Project team organization charts of proposed personnel and positions, estimates of the staff-hours by major tasks to be provided by proposed positions.
- An initial staffing plan that meets all the requirements for staffing in the RFP Base and Supplement One.
- Resumes and professional references demonstrating the qualifications of the candidate to perform the responsibilities identified for all the key roles.
- A detailed proposed Work Plan and Schedule broken down by tasks and subtasks and a schedule for the performance of each task included in each phase of the contract.

Section 4 – Functional Requirements

Offerors must provide a narrative response to clearly address each of the Functional Requirements found in Supplement One. Requirements are grouped by topics in subcategories.

Section 5 – Technical Requirements

Offerors must provide a narrative response to clearly address each of the Technical Requirements found in Supplement One. Requirements are grouped by topics in subcategories.

Section 6 – Implementation Requirements

Offerors must provide a narrative response to clearly address each of the Implementation Requirements found in Supplement One. Requirements are grouped by topics in subcategories.

Section 7 – Maintenance and Operations Requirements

Offerors must provide a narrative response to clearly address each of the Maintenance and Operations Requirements found in Supplement One. Requirements are grouped by topics in subcategories.

Offerors must identify any exceptions and proposed modifications to requirements using specific requirement references as part of their response.

Supplement Two – State IT Policy Standard and Service Requirements

Offerors must include a fully completed copy of Supplement Two in this section of their proposal. Offerors must follow the completion instructions contained in the supplement when preparing their response. When responding, Offerors should note the redaction process described in the RFP section entitled "Proposal Submittal." This section is located within Part 3 General Instructions of the RFP.

Offerors must identify exceptions and proposed modifications to requirements in Appendix A of the Supplement.
Supplement Three – State Information Security, Privacy, and Data Handling Requirements
<p>Offerors must include a fully completed copy of Supplement Three in this section of their proposal. Offerors must follow the completion instructions contained in the supplement when preparing their response. When responding, Offerors should note the redaction process described in the RFP section entitled “Proposal Submittal.” This section is located within the Part 3 General Instructions of the RFP.</p> <p>Offerors must identify exceptions and proposed modifications to requirements in Appendix A of the Supplement.</p>
Template D – Administrative Forms
<ul style="list-style-type: none"> ➤ W-9 Form – A current version of the Internal Revenue’s W-9 form is available at https://www.irs.gov/pub/irs-pdf/fw9.pdf ➤ Independent Contractor Acknowledgment Form – Unless the offeror is a “business entity” as defined in ORC. 145.037 (“an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership sole proprietor ship, or other entity engaged in business”) – https://www.opers.org/forms-archive/PEDACKN.pdf ➤ Supplier Registration – The offeror must register on line with Ohio Shared Services. The registration is available at https://supplier.ohio.gov
Template E – Assumptions
<p>The offeror must list all the assumptions the offeror made in preparing the Proposal. If any assumption is unacceptable to the State, the State may at its sole discretion request that the offeror remove the assumption or choose to reject the Proposal. No assumptions may be included regarding the outcomes of negotiation, terms and conditions, or requirements. Assumptions should be provided as part of the offeror response as a stand-alone response section that is inclusive of all assumptions with reference(s) to the section(s) of the RFP that the assumption is applicable to.</p>

COST PROPOSAL INSTRUCTIONS

Cost Proposal
Template F – Cost Proposal Workbook
<p>Instructions:</p> <p>The offeror’s Cost Proposal must be submitted using Template F – Cost Proposal Workbook. Offerors are encouraged to provide an innovative pricing model (e.g., combined transaction invoicing, tiered volume pricing) taking into consideration ODM’s Transaction Volumes provided in the bidders’ library. The offeror should also provide an additional detailed worksheet of all costs as they pertain to the responsibilities and deliverables described in this RFP. The offeror’s response must provide sufficient detail to allow the State to assess the reasonableness of the offeror’s cost for each defined component of the project as presented in the Cost Workbook. The State’s goal is to compare offeror’s total costs to deliver the services to the State. All Cost Proposals will be evaluated based on a proposed cost and total cost basis. Line items identified as “optional” will not be evaluated.</p> <p>Cautions: Proposal may be rejected if any of the following stipulations are not met</p> <ul style="list-style-type: none"> ➤ Cost proposal must be separately sealed. ➤ Cost proposal must be submitted in native Excel format (not PDF). ➤ Cost proposal workbook must not be reformatted by the offeror, except in specific areas in which offeror is allowed to define or add rows. ➤ Cost proposal workbook, worksheets, or their respective formulas must not be altered. ➤ Cost proposal must not include additional terms and conditions. ➤ In all cases, costs not specified by offeror in this template will not be considered for payment. <p>All assumptions regarding the offeror’s cost proposal must be included in tab 8 Assumptions in Template F – Cost Proposal Workbook.</p>

6.4. ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS

PART ONE: PERFORMANCE AND PAYMENT

Statement of Work.

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

The Contractor must consult with the appropriate State representatives and others necessary to ensure a thorough understanding of the Project and satisfactory performance. The State may give instructions to or make requests of the Contractor relating to the Project, and the Contractor must 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, including all optional renewal periods for maintenance or continuing commitments, and the Contractor is paid. However, the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is June 30, 2021. The State may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before or after termination or limit the State's rights in such.

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

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

The State also may have certain obligations to meet. Those obligations, if any, are also listed in the RFP Documents. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP Documents is due to the State's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the State's failure to perform will be extended by the same amount of time as the State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted reasonable

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 business days of the Contractor's realization that the State's delay may impact the Project. The Contractor must deliver any such notice to both the Project Representative and Procurement Representative and title the notice as a "Notice of State Delay." The notice must identify any delay in detail, as well as the impact the delay has or will have on the Project. Unless the State decides, in its sole and exclusive judgment, that an equitable adjustment in the Contractor's Fee is warranted in the case of an extended delay, an extension of the Contractor's time to perform will be the Contractor's exclusive remedy for the State's delay. Should the State determine that an equitable adjustment in the Contractor's Fee is warranted, the equitable adjustment will be handled as a Change Order under the Changes Section of this Contract, and the extension of time and equitable adjustment will be the exclusive remedies of the Contractor for the State's delay.

The State seeks a complete project, and the Contractor must provide any incidental items omitted in the RFP Documents as part of the Contractor's Not-To-Exceed Fixed costs. The Contractor also must fully identify, describe, and document all systems that are delivered as a part of the Project. Unless expressly excluded elsewhere in the RFP, all hardware, software, supplies, and other required components (such as documentation, conversion, training, and maintenance) necessary for the Project to be complete and useful to the State are included in the Project and the Not-To-Exceed Fixed costs.

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

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

The State will pay the Contractor interest on any late payment, as provided in Section 126.30 of the Ohio Revised Code (the "Revised Code"). If the State disputes a payment for anything covered by an invoice, within 15 business days after receipt of that invoice, the State will notify the Contractor, in writing, stating the grounds for the dispute. The State then may deduct the disputed amount from its payment as a nonexclusive remedy. If the Contractor has committed a material breach, in the sole opinion of the State, the State also may withhold payment otherwise due to the Contractor. Both parties will attempt to resolve any claims of material breach or payment disputes through discussions among the Contractor's Implementation Manager (e.g., Contractor's Project Manager), the Contractor's Project executive, the State's Project Representative, and the State Contract Management Administrator. The State will consult with the Contractor as early as reasonably possible about the nature of the claim or dispute and the amount of payment affected. When the Contractor has resolved the matter to the State's satisfaction, the State will pay the disputed amount within thirty (30) business days after the matter is resolved. The State

has no obligation to make any disputed payments until the matter is resolved, and the Contractor must continue its performance under this Contract pending resolution of the dispute or claim.

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

Payment of an invoice by the State will not prejudice the State's right to object to or question that or any other invoice or matter in relation thereto. The Contractor's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by the State not to constitute allowable costs, on the basis of audits conducted in accordance with the terms of this Contract. At the State's sole discretion all payments shall be subject to reduction for amounts equal to prior overpayments to the Contractor.

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

The State may pay any part of the Not-To-Exceed Fixed Transaction, Installation and Maintenance costs identified in the RFP documents as being for a license in Commercial Material from a third party in accordance with the applicable license agreement, if the license agreement addresses payment. For all Key Commercial Software with a license agreement, payment of any license or support fees will be governed exclusively by that license agreement.

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

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

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

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

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

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

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

PART TWO: WORK AND CONTRACT ADMINISTRATION

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

Other Contractors. The State may hold other contracts for additional or related work, including among others independent verification and validation (IV&V) work for this Project. The Contractor must fully cooperate with all other contractors and State employees and coordinate its work with such other contractors and State employees as may be required for the smooth and efficient operation of all related or additional work. The Contractor may not act in any way that may unreasonably interfere with the work of any other contractors or the State’s employees. Further, the Contractor must fully cooperate with any IV&V contractor assigned to this Project. Such cooperation includes expeditiously providing the IV&V contractor with full and complete access to all project work product, records, materials, personnel, meetings, and correspondence as the IV&V contractor may request. If the State assigns an IV&V

contractor to the Project, the State will obligate the IV&V contractor to a confidentiality provision similar to the Confidentiality Section contained in this Contract. Additionally, the Contractor must include the obligations of this provision in all its contracts with its subcontractors that work on this project.

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

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

The Contractor assumes responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, the Contractor will be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. Further, 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 also must pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. This exception is applicable only to sections that expressly provide an exclusion for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages the State in any way, the Contractor must indemnify the State for the damage.

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

Audits. During the term of this Contract and for three years after the payment of the Contractor's Fee, on reasonable notice, and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Project. This audit right also applies to the State's duly authorized representatives and any person or organization providing financial support for the Project. State audit rights will apply to those Contractor materials that are required to verify the accuracy of a Contractor invoice to the State inclusive of: Contractor personnel timesheets; Contractor purchased or provided equipment for benefit of the State that will remain in the State's possession; State deliverable acceptance documentation; any required State written approvals as required herein; final Work products and

deliverables; any partial or incomplete Work products or deliverables that the Contractor submit for partial compensation from the State as a result of termination of this contract.

Right to Terminate as a Result of Audit Findings. In the event the State determines that the results of any examination of the Contractor is unsatisfactory per the requirements of the Contract and not remedied within a 30 calendar day period following written notice from the State, the State may terminate this Agreement, in part or in full.

If the Contractor fails to satisfy the requirements of the State with regard to security of information, or if an examination reveals information that would result in a continuing contractual relationship that causes the State to be in violation of any law, the State may terminate this Contract immediately without notice.

Insurance.

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees. Contractor shall procure and maintain, for the duration of the contract, insurance for claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): written on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be outside the policy limit.
2. Automobile Liability: 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.
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 Entity harmless from loss or liability for such.
4. Technology Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limits not less than \$2,000,000 per occurrence or 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 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 \$5,000,000 per claim, \$10,000,000 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, 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 calendar 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.

Replacement Personnel. If the RFP Documents contain the names of specific people (e.g., Key Project Personnel) 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 must use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor may not remove those people from the Project without the prior written consent of the State, except as provided below.

The Contractor may remove a person listed in the RFP Documents from the Project, if doing so is necessary for legal or disciplinary reasons, or in the case of the person's resignation or of the ceasing of his or her employment with the Contractor or in the case of a leave of absence due to medical or personal extenuating circumstances. However, the Contractor must make a reasonable effort to give the State 30 business days' prior, written notice of the removal.

If the Contractor removes a person listed in the RFP Documents from the Project for any reason other than those specified above, the State may assess liquidated damages in the amount of \$1,800.00 for every day between the date on which the individual was removed and the date that this Contract is terminated or the individual's qualified replacement, selected in accordance with the process identified in this section, starts performing on the Project. The State also may provide the Contractor with written notice of its default under this section, which the Contractor must cure within 30 business days. Should the Contractor fail to cure its default within the 30 business day cure period, this Contract will terminate immediately for cause, and the State will be entitled to damages in accordance with the Suspension and Termination Section of this Contract due to the termination. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

The Contractor must have qualified replacement people available to replace any people listed in the RFP Documents by name or identified as a key individual on the Project. When the removal of a listed person is permitted under this Section, or if a person becomes unavailable, the Contractor must submit the resumes for two replacement people to the State for each person removed or who otherwise becomes unavailable. The Contractor must submit the two resumes, along with such other information as the State may reasonably request, within five 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 10 business days after the Contractor has submitted the proposed replacements to the State. The State may reject the proposed replacements for any legal reason. Should the State reject both replacement candidates due to their failure to meet the minimum qualifications identified in the RFP Documents, or should the Contractor fail to provide the notice required under this Section or fail to provide two qualified replacement candidates for each removed or unavailable person, the Contractor will be in default and the cure period for default specified elsewhere in this Contract will not apply. In any such case, the State will have the following options:

1. The State may assess liquidated damages in the amount of \$1,800.00 for every day between the date on which the Contractor failed to provide the applicable notice, failed to provide the two replacement candidates, or the date the State rejected all candidates for cause and the

date on which the Contractor affects a cure or the Contract expires without renewal or is terminated.

2. The State may terminate this Contract immediately for cause and without any cure period.

Should the State exercise its option under item (1) above, it nevertheless will be entitled anytime thereafter to exercise its option under item (2) above. Additionally, should the State terminate this Contract under this provision, it will be entitled to damages in accordance with the Suspension and Termination Section of this Contract due to the termination. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

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

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

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

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

On written notice, the Contractor will have 30 business 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 business days after written notice, or if the breach is not one that is curable, the State will have the right to terminate this Contract immediately on notice to the Contractor. The State also may terminate this Contract in the case of breaches that are cured within 30 business days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations three times. After the third notice, the State may terminate this Contract on written notice to

the Contractor without a cure period if the Contractor again fails to meet any obligation. The three notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than 30 business days or for no cure period at all, and those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The State also may terminate this Contract in full or in part 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 also may terminate this Contract should that third party fail to release any Project funds. The RFP Documents normally identify any third party source of funds for the Project, but an absence of such in the RFP Documents will not diminish the State's rights under this section.

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

If the State terminates this Contract for cause, the State will be entitled to cover for the Work by using another Contractor on such commercially reasonable terms as the State and the covering contractor may agree. The Contractor will be liable to the State for all costs related to covering for the Work to the extent that such costs, when combined with payments already made to the Contractor for the Work before termination, exceed the costs that the State would have incurred under this Contract. The Contractor also will be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause. If the Contractor fails to deliver Deliverables or provide satisfactory services, the State has the right to withhold any and all payments due to the Contractor without penalty or work stoppage by the Contractor until such failure to perform is cured.

If the termination is for the convenience of the State, the Contractor will be entitled to the Contract price as prorated by the State Contract price for deliverables, products or services accepted by the State and not previously paid for provided in that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed. For items not specifically priced, the State will use fair market value to determine the price owed. The Contractor will use generally accepted accounting principles or equivalent and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

The State will have the option of suspending this Contract in full or in part rather than terminating the Project, if the State believes that doing so would better serve its interests. In the event of a suspension for the convenience of the State, the Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Project for cause rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the State

reinstates the Project after suspension for cause, rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the State from the default or other event giving rise to the suspension.

In the case of a suspension for the State's convenience, the State will calculate the amount of compensation due to the Contractor for work performed before the suspension in the same manner as provided in this section for termination for the State's convenience. The Contractor will not be entitled to compensation for any other costs associated with a suspension for the State's convenience, and the State will make no payment under this provision to the Contractor until the Contractor submits a proper invoice. If the State decides to allow the work to continue rather than terminating this Contract after the suspension, the State will not be required to make any payment to the Contractor other than those payments specified in this Contract and in accordance with the payment schedule specified in this Contract for properly completed work.

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 may not perform any work without the consent of the State and may resume work only on written notice from the State to do so. In any case of suspension, the State retains its right to terminate this Contract rather than to continue the suspension or resume the Project.

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

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

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

The Contractor's Implementation Manager under this Contract will be the person identified on the RFP Documents as the "Implementation Manager." The Implementation Manager will be the Contractor's liaison with the State under this Contract. The Implementation Manager also will conduct all Project

meetings and prepare and submit to the Project Representative all reports, plans, and other materials that the RFP Documents require from the Contractor.

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

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

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

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

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

Changes. The State may make reasonable changes within the general scope of the Project. The State will do so by issuing a written order under this Contract describing the nature of the change (“Change Order”). Additionally, if the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Project, the Contractor may request a Change Order from the State. The parties will handle such changes as follows: The Contractor will provide pricing to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change, as well as any equitable adjustments that need to be made in the Contractor's Fee or the performance schedule for the work. Then within five business days after receiving the Change Order, the Contractor must sign it to signify agreement with it.

If a change causes an increase in the cost of, or the time required for, the performance of the Project, the Contractor must notify the State in writing and request an equitable adjustment in its Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Project not described in a written Change Order, the Contractor must notify the State in writing of the claim within five business days after the Contractor

is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the State expressly ordered the relevant change in writing and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Project, as changed.

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

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

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

Excusable Delay. Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party also must describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor,

except for third-party manufacturers supplying commercial items and over whom the Contractor has no legal control.

Independent Contractor Acknowledgement. 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 DAS 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 ORC. 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 this 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>

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

Background Checks. All Contractor and subcontractor personnel, including any Replacement Personnel, assigned to this project who have access to sensitive or confidential information or to sensitive State systems must have a current fingerprint search and background check performed by the Federal Bureau of Investigation or other Federal investigative authority. The fingerprint search and background checks must be completed before any such Contractor or subcontractor personnel gain access to State facilities, sensitive and/or confidential information or systems. All costs associated with this will be at the Contractor's expense. At its discretion, the State may reject any Contractor or subcontractor personnel based on the information provided in the completed background check.

The contractor must confirm in their proposal that all contractor and subcontractor personnel assigned to the project will have background checks completed before project start or before reporting to state designated project facilities.

Ohio MBE Certification. The MBE must maintain their certification throughout the term of the Contract, including any renewals. Failure to maintain such certification will be considered a breach of the Contract.

MBE Tracking

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

Remedies. Contractor may apply in writing to ODM for a waiver or modification of its proposed MBE set-aside cost percentage. However, a modification or waiver request may not be submitted before at least thirty percent (30%) of the work is completed or after eighty percent (80%) of the work is completed. Contractor shall submit evidence acceptable to ODM demonstrating that Contractor made a good faith effort to maintain its relationship with certified MBE subcontractors, or secure replacement MBE subcontractors, in order to justify the granting of a waiver or modification. Within 30 business days of receipt of the request, ODM will determine whether Contractor's good faith efforts and submitted documentation justify the granting of a waiver or modification. If a waiver or modification is denied, Contractor will have an opportunity to attain the percentage before the completion of the work. Compliance with any modified cost set-aside percentage will be a term of the contract and failure to attain the percentage by the expiration of the contract may result in the Contractor being found in breach of contract.

Fee at Risk. Compliance with Contractor's cost MBE set-aside percentage is a term of this contract. Contractor agrees to place fifteen percent (15%) of its annual payment at risk for failure to attain the cost MBE set-aside percentage each year.

OhioBuys. This contract might become part of an eProcurement System which will provide electronic contract and catalog hosting and management services. Ordering Agencies will access a web-based site to place orders for the procurement of goods and services using State of Ohio contracts. The Contractor agrees to establish, maintain and support an online contract and catalog.

Publicity and Branding. The Contractor shall not do the following without prior, written consent from the State:

1. Advertise or publicize that the Contractor is doing business with the State;
2. Use this Contract as a marketing or sales tool; or
3. Affix any advertisement or endorsement, including any logo, graphic, text, sound, video, and company name, to any State-owned property, application, or website, including any website hosted by Contractor or a third party.

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

Confidentiality. The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret, if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interest of the public, other contractors, potential contractors with the State, or individuals or organizations about whom the State keeps information. By way of example, information must be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. By way of further example, the Contractor also must treat as confidential materials such as police and investigative records, files containing personal information about

individuals or employees of the State, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient, or similar privilege may apply, and any documents or records excluded by Ohio law from public records disclosure requirements.

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

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

The Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) was already in the Contractor's possession before disclosure by the State, and such was received by the Contractor without obligation of confidence; (2) is independently developed by the Contractor; (3) except as provided in the next paragraph, 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 must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

Information that may be available publicly through other sources about people that is personal in nature, such as medical records, addresses, phone numbers, social security numbers, and similar things are nevertheless sensitive in nature and may not be disclosed or used in any manner except as expressly authorized in this Contract. Therefore, item (3) in the preceding paragraph does not apply, and the Contractor must treat such information as Confidential Information whether it is available elsewhere or not.

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

Confidentiality Agreements. When the Contractor performs services under this Contract that require the Contractor's and its subcontractors' personnel to access facilities, data, or systems that the State in its sole discretion deems sensitive, the State may require the Contractor's and its subcontractors' personnel with such access to sign an individual confidential agreement and policy acknowledgements, and have a background check performed before accessing those facilities, data, or systems. Each State agency, board, and commission may require a different confidentiality agreement or acknowledgement, and the Contractor's and its subcontractors' personnel may be required to sign a different confidentiality

agreement or acknowledgement for each agency. The Contractor must immediately replace any of its or its subcontractors' personnel who refuse to sign a required confidentiality agreement or acknowledgment or have a background check performed.

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

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

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

For Deliverables that include custom materials such as software, scripts, or similar computer instructions developed for the State, the State is entitled to the source material. Scripts and similar functionality may not be locked or otherwise protected from access by the State, unless the State has any passwords or other tools necessary to access the material. Source material must include annotations or comments according to industry standards. Further, the State is entitled to any working papers the Contractor has developed during the performance of the Project that would reasonably assist the State in using the Deliverables that include source materials or that would help the State protect its interests in the Deliverable or update, modify, or otherwise maintain the Deliverable. This also includes all design and architectural materials, such as schemas.

The Contractor may use Confidential Information only as necessary for Contractor's performance under or pursuant to rights granted in this Agreement and for no other purpose. The Contractor's limited right to use Confidential Information expires upon expiration or termination of this Agreement for any reason. The Contractor's obligations of confidentiality and non-disclosure survive termination or expiration for any reason of this Agreement.

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

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

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

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

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

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

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

PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

General Warranties. The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) be in accordance with sound professional standards and the

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

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) the Contractor has the right to enter into this Contract; (2) the Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) the Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control and security for the State's data, systems, and networks; (4) the Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; (5) the Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State; and (6) the Contractor is not subject to any unresolved findings of the Auditor of State under Revised Code Section 9.24 and will not become subject to an unresolved finding that prevents the extension or renewal of this Contract.

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

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

For Commercial Software licensed from a third party that is incorporated into a Deliverable, and for which the State has not approved a separate license agreement governing that Commercial Software's

warranties as part of the RFP process, the Contractor represents and warrants that it has done one of the following things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the State; or (c) fully disclosed in the RFP Documents any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

In addition, for Commercial Software that is incorporated into a Deliverable, the Contractor will: (a) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the RFP Documents (or any attachment referenced in the RFP Documents) and relevant Commercial Software documentation; (b) supply technical bulletins and updated user guides; (c) supply the State with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code; (d) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensee; (e) maintain or cause the third-party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (f) maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.

For purposes of the warranties and the delivery requirements in this Contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions for the software. However, the Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code must be provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

Indemnity for Property Damage, Bodily Injury, and Data Breach. The Contractor must indemnify the State for all liability and expense resulting from bodily injury to any person (including injury resulting in death), damage to tangible or real property, or disclosure/breach of State Data including personally identifiable information and State sensitive information arising out of the performance of this Contract, provided that such bodily injury, property damage, or disclosure/breach is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. The Contractor will not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the State, its employees, other contractors, or agents.

Limitation of Liability. Neither party will be liable for any indirect, incidental, or consequential loss or damage of the other party, including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of such damages. Additionally, neither party will be liable to the other for direct or other damages in excess of two times the fixed price of this Contract, provided such limitation does not impose an unlawful indemnification obligation upon the State. The limitations in

this paragraph do not apply to: (i) any obligation of the Contractor to indemnify the State against claims made against it; (ii) for disclosure/breach of State Data including personally identifiable information or State sensitive information, or (iii) for damages to the State caused by the Contractor's negligence or other tortious conduct.

PART FIVE: ACCEPTANCE AND MAINTENANCE

Standards of Performance and Acceptance. There will be a period for performance testing of the completed Project. During the performance period, the State, with the assistance of the Contractor, will perform acceptance testing. The performance period will last up to 90 business days, during which time the Project must meet the standard of performance required by the RFP Documents for 30 consecutive business days. The performance criteria in the RFP Documents will be supplemented with the relevant user manuals, technical materials, and related writings, to the extent that the specifications in those writings supplement and refine rather than contradict the performance criteria in the RFP Documents. Acceptance of the Project depends on a successful completion of the performance period defined in this section and the RFP Documents. This section applies to the Project, and any part of it, as well as replacements or substitutes for the Project after completion of a successful performance period.

If the Project does not meet the standard of performance during the initial performance period, the State will give the Contractor details about the problems in a timely manner and in a useful and relevant form. Until the Contractor demonstrably corrects all outstanding problems, the second performance period will not start, and the State will not accept the Project (or part thereof). The second performance test will continue on a day-by-day basis until the standard of performance is met for a total of 30 consecutive business days or until the 90-day performance period has ended without meeting the standard of performance.

If the Project fails to meet the standard of performance after 90 business days from the start of the second performance period, the Contractor will be in default and will not have a cure period. In addition to all other remedies the State may have under this Contract, the State may request a correction or replacement of the relevant portion of the Project.

The Project may have components that can be tested for acceptance individually. If that is so, there may be acceptance criteria listed on the RFP Documents for each part of the Project that will be independently tested and accepted. However, unless the RFP Documents expressly provide otherwise, the failure of any independently tested component to meet its acceptance criteria will give the State the right to reject the entire Project. Alternatively, if the State determines that it is in the State's interest to reject only the part of the Project that was independently and unsuccessfully tested, it may do so. If the State chooses this option, the State will be entitled to a refund or credit toward the Contractor's Fee equal to the cost of acquiring a replacement for the rejected component.

The acceptable level of performance for the Project will be 99.5%, unless otherwise specified in the RFP Documents. The performance level for the Project is computed by dividing the sum of the uptime by the number of working hours during the test time. "Uptime" means the total hours, rounded to the nearest quarter hour, during which all components of the Project are operational and all functions of the Project are available to its users. The number of "working hours" means the total number of working hours for

the period during which the Project was scheduled to be available to its users. Uptime and downtime will be measured in hours and quarter hours.

The Project “downtime” is that period when any part of the Project is inoperable due to failure of the Project or a particular Deliverable to operate according to the specifications in the RFP Documents, the user documentation, or the published technical specifications. During a period of downtime, the State may use operable components of the Project when that will not interfere with repair of inoperable components of the Project. Downtime will start from the time the State notifies the Project Manager of the inoperable condition of the Project until the Project is returned in proper operating condition.

The Project will not be accepted until the performance period is complete.

Should it be necessary, the State may delay the start of the performance period, but the delay will not exceed 30 consecutive business days after the scheduled date for implementation of the Project. Such a delay will not be considered a suspension of work under the Suspension and Termination section of this Contract.

Passage of Title. Title to any Deliverable will pass to the State only on acceptance of the Deliverable. All risk of loss, regardless of the cause, will remain with the Contractor until title to the Deliverable passes to the State.

Software Maintenance. If this Contract involves software as a Deliverable, then, during the warranty period, as well as any optional maintenance periods that the State exercises, the Contractor must correct any material programming errors that are attributable to the Contractor within a reasonable period of time. However, the State must notify the Contractor, either orally or in writing, of a problem with the software and provide sufficient information for the Contractor to identify the problem.

The Contractor's response to a programming error will depend upon the severity of the problem. For programming errors that slow the processing of data by a small degree, render minor and non-mandatory functions of the System inoperable or unstable, or require users or administrators to employ workarounds to fully use the software, Contractor will respond to the request for resolution within four business hours. Furthermore, the Contractor must begin working on a proper solution for the problem within one (1) business day, dedicating the resources required to fix the problem. For any defects with more significant consequences, including those that render key functions of the system inoperable or significantly slow processing of data, the Contractor will respond within two business hours of notice. The Contractor also must begin working on a proper solution for the problem immediately after responding and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

For software classified as Commercial Software in the Ownership of Deliverables section and for which the State has not signed a separate license agreement, the Contractor must acquire for the State the right to maintenance for one year. That maintenance must be the third-party licensor's standard maintenance program, but at a minimum, that maintenance program must include all, updates, patches, and fixes to the software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function (and, if applicable, the subject matter covered by the software) and to correct material defects in the software in a timely fashion. Additionally, the Contractor must obtain a commitment from the licensor to make maintenance available for the product

for at least five years after the first year of maintenance. The Contractor also must obtain a commitment from the licensor to limit increases in the annual Fee for maintenance to no more than 7% annually. If the licensor is unable to provide maintenance during that five-year period, then the licensor must be committed to doing one of the following two things: (a) give the State a *pro rata* refund of the license fee based on a five-year useful life; or (b) release the source code for the software (except third party software) to the State for use by the State solely for the purpose of maintaining the copy(ies) of the software for which the State has a proper license. For purposes of receiving the source code, the State agrees to treat it as confidential and to be obligated to the requirements under the Confidentiality section of this Contract with respect to the source code. That is, with respect to the source code that the State gets under this section, the State will do all the things that the Confidentiality section requires the Contractor to do in handling the State's Confidential Information.

Principal Period of Maintenance (General). This section applies if software or Equipment will be a Deliverable under this Contract.

The Contractor must make maintenance available twelve working hours per weekday, between 7:00 a.m. and 7:00 p.m. (Columbus, Ohio local time). Travel time and expenses related to remedial and preventive maintenance will not be considered billable but will be included in the Contractor's firm, fixed Transaction and Maintenance costs for the Project during the warranty period and a part of the annual maintenance Fee during later annual maintenance periods.

Maintenance Access (General). This section applies if software or Equipment will be a Deliverable under this Contract.

The Contractor must keep the Project in good operating condition during the warranty period and any annual maintenance period during which the State contracts for continued maintenance. The State will provide the Contractor with reasonable access to the Project to perform maintenance. All maintenance that requires the Project to be inoperable must be performed outside the State's customary working hours, except when the Project is already inoperable. Preventive or scheduled maintenance will be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

Key Maintenance Personnel (General). This section applies if software or Equipment will be a Deliverable under this Contract.

The Contractor must identify all key people responsible for providing maintenance on the Project, furnish the State with a means of identifying these people, furnish the State with their credentials, and notify the State at least 30 business days in advance of any reductions in staffing levels of key people at the office serving the State.

PART SIX: CONSTRUCTION

Entire Document. This Contract is the entire agreement between the parties with respect to its subject matter and supersedes any previous agreements, whether oral or written.

Binding Effect. This Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.

Amendments – Waiver. No change to any provision of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms. Waivers must be in writing to be effective, and either party may at any later time demand strict performance.

Severability. If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity.

Construction. This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

Headings. The headings used herein are for the sole sake of convenience and may not be used to interpret any section.

Notices. For any notice under this Contract to be effective, it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement will not apply to any notices that this Contract expressly authorized to be made orally.

Continuing Obligations. The terms of this Contract will survive the termination or expiration of the time for completion of Project and the time for meeting any final payment of compensation, except where such creates an absurdity.

Time. Unless otherwise expressly provided, any reference in this document to a number of days for an action or event to occur means business days, and any reference to a time of the day, such as 5:00 p.m., is a reference to the local time in Columbus, Ohio.

Time is of the Essence. Contractor hereby acknowledges that time is of the essence for performance of this Contract unless, otherwise agreed to in writing by the parties.

PART SEVEN: LAW AND COURTS

Compliance with Law. The Contractor must comply with all applicable federal, state, and local laws while performing under this Contract.

Drug-Free Workplace. The Contractor must comply with all applicable state and federal laws regarding keeping a drug-free workplace. The Contractor must make a good faith effort to ensure that all the Contractor's Personnel, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

Conflicts of Interest and Ethics Compliance Certification. None of the Contractor's Personnel may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor may not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Project to acquire an interest in anything or any entity under the Contractor's control, if such an interest would conflict with that official's or employee's duties. The

Contractor must disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. The Contractor also must take steps to ensure that such a person does not participate in any action affecting the work under this Contract. However, 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 Law and Limits on Political Contributions. The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. The Contractor also certifies that all applicable parties listed in Ohio Revised Code Section 3517.13 are in full compliance with Ohio Revised Code Section 3517.13.

Unresolved Finding for Recovery. If the Contractor was subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on the date the parties sign this Contract, the Contract is void. Further, if the Contractor is subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on any date on which the parties renew or extend this Contract, the renewal or extension will be void.

Equal Employment Opportunity. The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the Department of Administrative Services Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Ohio Business Gateway at: <http://business.ohio.gov/efiling/>.

Use of MBE and EDGE Suppliers. The State requires Contractor to purchase goods and services from Minority Business Enterprises (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) suppliers.

Security & Safety Rules. When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies, and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.

Prohibition of the Expenditure of Public Funds for Offshore Services. No State Cabinet, Agency, Board or Commission will enter into any contract to purchase services provided outside the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. 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 the Contract.

The Contractor must complete the Affirmation and Disclosure Form in *Attachment Eight* affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, the Contractor must not change the location(s) disclosed on the Affirmation and

Disclosure Form, unless a duly signed waiver from the State has been attained to perform the services outside the United States.

Injunctive Relief. Nothing in this Contract is intended to limit the State's right to injunctive relief, if such is necessary to protect its interests or to keep it whole.

Assignment. The Contractor may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of the State. The State is not obligated to provide its consent to any proposed assignment.

Governing Law. This Contract will be governed by the laws of Ohio, and venue for any disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

Registration with the Secretary of State. By providing a signature within the Certification Offer Letter, the Contractor certifies that the Contractor is one of the following:

1. A company 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 Sections 1703.01 to 1703.31 of the Ohio Revised Code, as applicable; or
3. Exempt from registration requirements of the Ohio Secretary of State.

Boycotting. 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.

Civil Rights Assurance. Contractor warrants that it will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et seq.) and the Age Discrimination Act of 1975 (42 USC 6101, et seq.).

6.5. ATTACHMENT FIVE: SAMPLE CONTRACT

**A CONTRACT BETWEEN
THE DEPARTMENT OF ADMINISTRATIVE SERVICES
ON BEHALF OF THE OHIO DEPARTMENT OF MEDICAID
AND**

(CONTRACTOR)

THIS CONTRACT, which results from RFP #0A1285 entitled _____ is between the State of Ohio, through the Department of Administrative Services, on behalf of _____ and _____ (the "Contractor").

The Contract is the result of agreed upon changes to the RFP its attachments and supplements including any written amendments to the RFP, any materials incorporated by reference in the RFP, the Contractor's Proposal, and written, authorized amendments and clarifications to the Contractor's Proposal. It also includes any purchase orders and change orders issued under the Contract.

This Contract consists of:

1. This one-page Contract (*Attachment Five*) in its final form;
2. The attached, amended and clarified version of Contractor's Response to RFP #A1285 dated _____ ("Contractor's Response"). Contractor's Response includes *Attachment Four - General Terms and Conditions, Attachment Two – Special Provisions & Interval Deliverable Agreement*, and all other Attachments, Supplements and materials included in Contractor's Response as accepted by the State;
3. The attached Cost Proposal Workbook dated _____; and
4. The applicable Purchase Order.

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.

The term of the Contract will be from the award date until the Work is completed to the satisfaction of the State and the Contractor is paid or June 30, 2021, whichever is sooner. The State may renew this Contract for up to five (5) additional two (2) year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium for a maximum contract term expiring June 30, 2031. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of the State.

TO SHOW THEIR AGREEMENT, the parties have executed this Contract as of the dates below.

CONTRACTOR

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE
SERVICES

SAMPLE – DO NOT FILL OUT

By:

By: [Matthew M. Damschroeder](#)

Title: _____

Title: [DAS Director](#)

Date: _____

Date: _____

6.6. ATTACHMENT SIX: OFFEROR CERTIFICATION FORM

Please include the offeror's response to Attachment Six in Template C – Offeror Profile.

OFFEROR CERTIFICATION FORM

Note: Offeror must provide a response to each of the numbered items in the Offeror Certification Form.

1. The Offeror is not currently subject to an “unresolved” finding for recovery under Revised Code Section 9.24, and the Offeror will notify the Procurement Representative any time it becomes subject to such a finding before the award of a Contract arising out of this RFP.
2. The Offeror certifies that it will not and will not allow others to perform work for the State of Ohio outside the geographic limitations contained in Attachment Eight or take data that belongs to the State of Ohio outside the geographic limitations contained in Attachment Eight without express written authorization from the State.
3. The Offeror certifies that its responses to the following statements are true and accurate. The Offeror's answers apply to the last seven years. Please indicate yes or no in each column.

Yes/No	Description
	The Offeror has had a contract terminated for default or cause.
	The Offeror has been assessed any penalties in excess of \$10,000.00, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity).
	The Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The Offeror, any officer of the Offeror, or any owner of a 20% interest or greater in the Offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The Offeror, any officer of the Offeror, or any owner with a 20% interest or greater in the Offeror has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item above is affirmative, the Offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an Offeror from consideration, at the sole discretion of the State, such an answer and a review of the background details may result in a rejection of the 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 under the Contract, and the best interest of the State.

4. The Offeror certifies that neither it nor any of its people that may work on or benefit from the Contract through the Offeror has a possible conflict of interest (e.g., employed by the State of Ohio, etc.) other than the conflicts identified immediately below:

Potential Conflicts (by person or entity affected)

(Attach an additional sheet if more space is need.)

The State may reject a Proposal in which an actual or apparent conflict is disclosed. And the State may cancel or terminate the Contract for cause if it discovers any actual or apparent conflict of interest that the Offeror did not disclose in its Proposal.

5. The Offeror certifies that all its and its subcontractors' personnel provided for the Work will have a valid I-9 form on file with the Offeror or subcontractor, as appropriate, and will have presented valid employment authorization documents, if they are not United States citizens.
6. The Offeror certifies that it's regular, fulltime employees will perform at least 30% of the Work.
7. The following is a complete list of all subcontractors, if any, that the Offeror will use on the Work, if the State selects the Offeror to do the Work:

The Offeror certifies that it has obtained and submitted a subcontractor letter, as required by Attachment Three, for each subcontractor it plans to use to do the Work.

8. The Offeror certifies that that any MBE program participants will provide necessary data to ensure program reporting and compliance.
9. If the Offeror qualifies as a Veterans Friendly Business Enterprise as defined by ORC 9.318 and OAC 123:5-1-01 (KK), the Offeror certifies that it is a Veterans Friendly Business Enterprise.

Provide the following information for a contact person who has authority to answer questions regarding the Offeror's Proposal:

Name:	
Title:	
Mailing Address:	
Office Phone Number:	
Cell Phone Number:	
Fax Number:	
Email Address:	

Signature

Name

Title

Company Name

Company D-U-N-S Number

6.7. ATTACHMENT SEVEN: OFFEROR PROFILE

The Offeror's profile is to be completed using Template C of this RFP. The profile includes the organization overview, corporate background, subcontractor information, experience providing services requested through this RFP, and associated details. This involves information pertaining to the mandatory requirements as well.

All Offerors must demonstrate experience to meet each of the applicable mandatory requirement(s) evaluation criteria by including the required information regarding their experience using the Offeror profile forms available in Template C. Each Offeror must meet the applicable mandatory requirement(s) in the RFP. If an Offeror does not meet the applicable mandatory requirement(s), the State may reject the Offeror's Proposal as non-responsive.

Please provide the information requested in *Template C – Offeror Profile*.

6.8. ATTACHMENT EIGHT: AFFIRMATION AND DISCLOSURE FORM

Please include the offeror's response to Attachment Eight in *Template C – Offeror Profile*

AFFIRMATION AND DISCLOSURE FORM

By the signature affixed hereto, the Contractor affirms and understands that if awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States, nor allow State data to be sent, taken, accessed, tested, maintained, backed-up, stored or made available remotely (located) outside of the United States unless a duly signed waiver from the State has been attained.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location where state data will be located, by Contractor:

(Address)

(City, State, Zip)

Name/Location(s) where state data will be located by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____

6.9. ATTACHMENT NINE: COST PROPOSAL

Attachment Nine is included as a Response Template for the EDI Services RFP.

The Cost Proposal is to be submitted in *Template F – Cost Workbook, separately sealed*, in native Excel format – not PDF.

See the Cost Workbook for additional instructions.

6.10. ATTACHMENT TEN: BUSINESS ASSOCIATE AGREEMENT

OHIO DEPARTMENT OF MEDICAID

DATA SHARING AND CONFIDENTIALITY AGREEMENT

D-2021-00-0000

This Data Sharing and Confidentiality Agreement (Agreement) is entered into by and between the Ohio Department of Medicaid (ODM) and Awarded Vendor (Contractor) in furtherance of the Contract entitled “An Ohio Medicaid Enterprise System (OMES), EDI Services” between the Ohio Department of Administrative Services and Contractor (the DAS Contract).

ARTICLE I - PURPOSE AND LEGAL AUTHORITY

- A. This Agreement is entered into by ODM and Contractor, in accordance with the terms and conditions of the DAS Contract that require the use or disclosure of protected health information.
- B. The authority to release this data is found in Title 42 of the Code of Federal Regulations (CFR), specifically 42 CFR 431.300, 431.302, 431.304, 431.305, 431.306, 435.945; Privacy regulations 45 CFR 164.502(e); 164.504(e) and security regulations 45 CFR 164.308, 164.314 issued pursuant to the Health Insurance Portability and Accountability Act [42 USC 1320d - 1320d-8]; relevant amendments effected by the American Recovery and Reinvestment Act of 2009 [Pub. L. 111-5, §§ 13400, *et seq.*] the terms of this Agreement, or more stringent provisions of the law, rules, or regulations of the State of Ohio.
- C. The parties agree that any data or records provided under this Agreement may only be used or disclosed in accordance with Medicaid regulations.
- D. The Contractor shall have the minimal amount of access necessary to protected health information records to perform the work required under the DAS Contract.

ARTICLE II - CONFIDENTIALITY OF INFORMATION

- A. Contractor agrees that it shall not use any information, systems, or records made available to it for any purpose other than to fulfill the obligations specified herein. Contractor specifically agrees to comply with state and federal confidentiality and information disclosure laws, rules, and regulations applicable to programs under which this Agreement exists, including, but not limited to:
 - 1. United States Code, 42 USC 1320d through 1320d-8 (HIPAA);
 - 2. Code of Federal Regulations, 42 CFR 431.300, 431.302, 431.305, 431.306, 435.945, 45 CFR 164.502(e), 164.504(e), and 162.100;
 - 3. Ohio Revised Code, ORC 173.20, 173.22, 2305.24, 2305.251, 2305.252, 3701.243, 3701.028, 4123.27, 5101.26, 5101.27, 5160.39, 5160.45, 5168.13, and 5165.88; and
 - 4. Corresponding Ohio Administrative Code rules.

- B. Contractor agrees that any data created, received, maintained or transmitted on behalf of ODM by Contractor shall be returned to ODM not later than 90 business days following termination of this Agreement and shall certify that no copies of source data were retained by Contractor , unless as may be otherwise provided for in this Agreement or by law.
- C. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper and/or electronic protected personal data and health information that it creates, receives, maintains, or transmits on behalf of ODM against use or disclosure not provided for by this Agreement.
- D. Contractor agrees that access to the records and data provided by ODM will be restricted to only those authorized employees, officials, subcontractors, and other persons who need it to perform duties related to this Agreement. Contractor agrees to provide the ODM Agreement Manager with a complete listing of any and all such persons who shall have access to the above referenced records and/or data.
- E. Contractor agrees that the above records and/or data and any records, reports, databases, and/or other derivative documents created from the information provided under this Agreement shall be stored in an area that is physically safe from access from unauthorized persons during duty and non-duty hours. Information provided under this Agreement shall be protected electronically to prevent unauthorized access by computer, remote access, or any other means. Contractor expressly agrees that no records will be accessed, tested, maintained, backed up or stored outside of the United States.
- F. Contractor shall assure that all persons who have access to the above referenced information shall be fully apprised as to the confidential nature of the information, the safeguards required to protect the information, and the applicable civil and criminal sanctions and penalties associated with any intentional or non-intentional disclosure. No subcontractor shall receive any information without a written agreement with Contractor incorporating these assurances.
- G. Contractor agrees that any information provided under this agreement that is proprietary shall be held to be strictly confidential by Contractor.
- H. Contractor shall not disclose any of the above referenced information to any third party without the specific written authorization of the Director of ODM. If there is an incident of unauthorized disclosure of information, ODM must be notified in an acceptable timeframe to support regulatory requirements for breach notifications.
- I. Contractor shall permit onsite inspection by the State of Ohio (including but not limited to ODM, the Auditor of the State of Ohio, the Inspector General of Ohio, the Ohio Attorney General or any duly authorized law enforcement officials) and by agencies of the United States government.
- J. ODM will prepare data pursuant to the security and encryption standards found in Ohio IT Standard ITS-SEC-01, Data Encryption and Cryptography; and NIST Special Publication 800-53. Contractor shall prepare, store, and transmit all sensitive data relating to the state of Ohio in accordance with Ohio IT Standard ITS-SEC-01, Data Encryption and Cryptography; State of Ohio Administrative Policy IT-14, Data Encryption and Securing Sensitive Data; and NIST Special Publication 800-53. The express terms and conditions of this Article shall be included in all subcontracts executed by Contractor for any and all work under this Agreement.

- K. Contractor shall comply with Ohio Administrative Policy IT-04, Use of Internet, E-mail and Other IT Resources, as well as any associated agency policies prior to gaining access to statewide and ODM IT resources.

ARTICLE III - TIME OF PERFORMANCE

- A. This Agreement shall be in effect upon execution by the Director of ODM, until the DAS Contract is expired, unless this Agreement is suspended or terminated pursuant to ARTICLE V prior to the termination date.
- B. The Confidentiality and Business Associate provisions of this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE IV - COST OF DATA PREPARATION

The parties agree that no reimbursement will be sought under the terms of this Agreement.

ARTICLE V - SUSPENSION AND TERMINATION

- A. Upon 30 business days written notice to the other party, either party may terminate this Agreement.
- B. Notwithstanding Section A of this Article, ODM may suspend or terminate this Agreement immediately upon delivery of written notice to Contractor , if ODM discovers any illegal conduct on the part of Contractor or if there is any breach of the confidentiality provisions of ARTICLE II or ARTICLE X herein.
- C. Notice of termination or suspension under either Section A or B of this Article must be sent to: the ODM Chief Legal Counsel, 50 West Town Street, 4th Floor, Columbus, Ohio 43215; and to Contractor 's representative at the address appearing on the signature page of this Agreement.

ARTICLE VI- 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 failure(s) hereunder. Waiver by ODM shall not be effective unless it is in writing signed by the ODM Director.

ARTICLE VII – AMENDMENTS

This Agreement may be modified or amended provided that any such modification or amendment is in writing and is signed by the Director of ODM and Contractor . It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing a written amendment.

ARTICLE VIII - INDEPENDENT CONTRACTOR

Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. Contractor also agrees that, as an independent contractor, it assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance

premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. Contractor agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio Tax law, Workers Compensation law, and Unemployment Insurance law. Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period Contractor becomes disqualified from conducting business in Ohio, for whatever reason, Contractor must immediately notify ODM of the disqualification and will immediately cease performance of its obligations hereunder.

ARTICLE IX - LIMITATION OF LIABILITY

To the extent allowable by law, Contractor agrees to defend, indemnify and hold ODM, its officials, employees and agents harmless from and against any and all liability, loss and expense (including reasonable attorneys' fees) or claims for personal injury, property damage, patent and copyright infringement, or for any liability or claims under ARTICLE X, Business Associate Requirements Under HIPAA, below, and/or any other type of claim that arises from the performance under this Agreement. Contractor's sole and exclusive remedy for any ODM failure to perform under this Agreement will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this Article. In no event will ODM be liable for any indirect or consequential damages, including loss of profits, even if ODM knew or should have known of the possibility of such damages. To the extent that ODM is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio. Subject to ORC 109.02, Contractor agrees to defend ODM against any such claims or legal actions if called upon by ODM to do so.

ARTICLE X - BUSINESS ASSOCIATE REQUIREMENTS UNDER HIPAA

- A. The definitions contained in this Section are derived from federal law. Should there be any conflict between the meanings assigned in this Agreement and the meanings defined in applicable federal law (even in the event of future amendments to law that create such conflict), the definitions found in federal law will prevail.
1. **General Definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Healthcare Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use.
 2. **Specific Definitions.**
 - a. HIPAA means the Health Insurance Portability and Accountability Act of 1996, the American Recovery and Reinvestment Act of 2009 (ARRA) and any other applicable federal statute or regulation.
 - b. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - c. Covered Entity means a health plan, a healthcare clearinghouse, or healthcare provider under 45 CFR 160.103.

- d. Business Associate means a person or entity that, on behalf of the Covered Entity, maintains, performs, or assists in the performance of a function or activity that involves the use or disclosure of “Protected Health Information” under 45 CFR 160.103.
 - e. Protected Health Information (PHI) means individually identifiable information including but not limited to the past, present or future physical or mental health or condition of an individual, provision of healthcare to an individual, or the past, present or future payment for healthcare provided to an individual, as more fully defined under 45 CFR 164.501 and any amendments thereto, received or sent on behalf of the Department.
- B. Contractor acknowledges that ODM is a Covered Entity under HIPAA. Contractor further acknowledges that it is a Business Associate of ODM, and, in carrying out the work described in this Agreement, agrees to comply with all of the following provisions:
- 1. **Permitted Uses and Disclosures.** Contractor will not use or disclose PHI except as provided in this Agreement or as otherwise required under HIPAA regulations or other applicable law.
 - 2. **Safeguards.** Contractor will implement sufficient safeguards, and comply with Subpart C of 45 CFR Part 164 pertaining to electronic PHI to prevent the use or disclosure of PHI other than as provided for under this Agreement. Safeguards will be implemented for all paper and electronic PHI created, received, maintained, or transmitted on behalf of ODM.
 - 3. **Reporting of Disclosures.** Contractor agrees to promptly report to ODM any inappropriate use or disclosure of PHI that is not in accordance with this Agreement or applicable law, including breaches of unsecured protected health information as required at 45 CFR 164.410 and any security incident the Contractor has knowledge of or reasonably should have knowledge of under the circumstances.
 - 4. **Mitigation Procedures.** Contractor agrees to coordinate with ODM to determine specific actions that will be required of the Business Associates for mitigation, to the extent practical, of the breach. These actions will include notification to the appropriate individuals, entities, or other authorities. Notification or communication to any media outlet must be approved, in writing, by ODM prior to any such communication being released. Contractor will report all of its mitigation activity to ODM and shall preserve all relevant records and evidence.

Further, Contractor shall report to ODM the following:

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

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

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

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

under this Agreement. If Contractor , its agent(s), or subcontractor(s) destroy any PHI, then Contractor will provide to ODM documentation evidencing such destruction. Any PHI retained by Contractor will continue to be extended the same protections set forth in this Section, HIPAA regulations and this Agreement for as long as it is maintained.

14. **Survival.** These provisions shall survive the termination of this Agreement.

ARTICLE XI – COUNTERPART

This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

ARTICLE XII – CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of this Agreement impossible.

SIGNATURE PAGE FOLLOWS

OHIO DEPARTMENT OF MEDICAID
DATA SHARING AND CONFIDENTIALITY AGREEMENT

Signature Page

D-2021-00-0000

To show their agreement, the parties have executed this Agreement as of the date of the signature of the Director of the Ohio Department of Medicaid.

Contractor

Ohio Department of Medicaid

Authorized Signature (Blue Ink Please)

Maureen M. Corcoran, Director

Printed Name & Title

Date

Date

50 West Town Street
Columbus, Ohio 43215

Contractor Name & Street Address

City, State, Zip

7. Appendix A – Acronym List

Acronym	Description
2FA	2-Factor Authentication
ACA	Affordable Care Act
ACD	Automatic Call Distributor
ACH	Automated Clearing House
AD	Active Directory
ADA	Americans with Disabilities Act
AES	Advanced Encryption Standard
AICPA	American Institute of Certified Public Accountants
AIX	Advanced Interactive eXecutive
AMA	American Medical Association
ANSI	American National Standards Institute
API	Application Programming Interface
ASC	Accredited Standards Committee
ATAG	Authoring Tool Accessibility Guidelines
BC	Business Continuity
BCP	Business Continuity Plan
BI	Business Intelligence
BIA	Business Impact Analysis
BPM	Business Process Management
BYOT	Bring Your Own Tool
CAP	Corrective Action Plan
CAQH	Council for Affordable Quality Healthcare
CBOSS	Not an acronym
CFR	Code of Federal Regulations
CHIP	Children's Health Insurance Agency
CJIS	Criminal Justice Information Services
CMDB	Configuration Management Database
CMS	Centers for Medicare and Medicaid Services
CORE	Committee on Operating Rules for Information Exchange
COTS	Commercial off-the-Shelf
CPI	Cost Performance Index
CPU	Central Processing Unit
CRM	Customer Relationship Management

Acronym	Description
CSF	Common Security Framework
DAM	Digital Asset Management
DAS	Department of Administrative Services
DB2	Database 2
DED	Deliverable Expectation Document
DDE	Direct Data Entry
DDI	Design, Development, and Implementation
DLM	Disk Library for Mainframe
DMP	Data Management Plan
DMS	Document Management Solution
DODD	Ohio Department of Developmental Disabilities
DR	Disaster Recovery
DRaaS	Disaster Recovery as a Service
DRP	Disaster Recovery Plan
EDI	Electronic Data Interchange
EDMS	Electronic Document Management System
EFTA	Electronic Fund Transfer Act
EGS	Enterprise Geocoding Services
ELM	Enterprise Learning Management
ePHI	Electronic Protected Health Information
ERA	Electronic Remittance Advice
ERP	Enterprise Resource Planning
ESB	Enterprise Service Bus
ESRI	Environmental Systems Research Institute
ETL	Extract, Transform, Load
FAQ	Frequently Asked Questions
FBI	Federal Bureau of Investigation
FedRAMP	Federal Risk and Authorization Management Program
FFS	Fee-For-Service
FIPS	Federal Information Processing Standard
FISMA	Federal Information Security Management Act
FTI	Federal Tax Information
FTP	File transfer protocol
GIS	Geographic Information Systems
HHS	U.S. Department of Health & Human Services

Acronym	Description
HIPAA	Health Insurance Portability and Accountability Act
HITRUST	Health Information Trust Alliance
HL7	Health Level Seven
HTTP	Hypertext Transfer Protocol
HTTPS	Hypertext Transfer Protocol Secure
IBM	International Business Machines
IdAM	Identity and Access Management
IIS	Internet Information Server
IOP	InnovateOhio Platform
IP	Internet Protocol
IPP	Internal Policy and Procedure
IRS	Internal Revenue Service
IT	Information Technology
ITIL	Information Technology Infrastructure Library
ITOM	IT Operations Management
ISO	Organization for Standardization
IVR	Interactive Voice Response
IV&V	Independent Verification and Validation
JES3	Job Entry Subsystem
KPI	Key Performance Indicator
LAN	Local Area Network
LPAR	Logical Partition
LTC	Long Term Care
M&O	Maintenance and Operations
MARS-E	Minimum Acceptable Risk Standards for Exchanges
MBE	Minority Business Enterprise
MCP	Managed Care Plan
MDM	Master Data Management
MECL	Medicaid Enterprise Certification Life Cycle
MFT	Managed File Transfer
MIME	Multi-Purpose Internet Mail Extension
MIPS	Millions of Instructions per Second
MITA	Medicaid Information Technology Architecture
MITs	Medicaid Information Technology System
MMIS	Medicaid Management Information System

Acronym	Description
MSMQ	Microsoft Message Queuing
NCPDP	National Council of Prescription Drug Programs
NGTS	Next Generation Telephony Service
NIST	National Institute of Standards and Technology
NUBC	National Uniform Billing Committee
NUCC	National Uniform Claim Committee
OAC	Ohio Administrative Code
OAKS	Ohio Administrative Knowledge System
OBG	Ohio Business Gateway
OBM	Ohio Office of Budget and Management
OCM	Organizational Change Management
ODA	Ohio Department of Aging
ODH	Ohio Department of Health
ODJFS	Ohio Department of Job and Family Services
ODM	Ohio Department of Medicaid
OhioMHAS	Ohio Mental Health and Addiction Services
OIT	Office of Information Technology
OME	Ohio Medicaid Enterprise
OMES	Ohio Medicaid Enterprise System
ORC	Ohio Revised Code
ORP	Operational Readiness Plan
ORR	Operational Readiness Review
ORT	Operational Readiness Tests
OS	Operating System
PACDR	Post-Adjudicated Claims Data Reporting
PC	Personal Computer
PCI DSS	Payment Card Industry Data Security Standard
PDF	Portable Document Format
PHI	Protected Health Information
PII	Personally, Identifiable Information
PM	Project Manager
PMBOK	Project Management Body of Knowledge
PMI	Project Management Institute
PMO	Project Management Office
PMP	Project Management Professional

Acronym	Description
POS	Point of Sale
RAM	Random Access Memory
RCA	Root Cause Analysis
RFP	Request for Proposal
RPO	Recovery Point Objective
RTM	Requirements Traceability Matrix
RTO	Recovery Time Objective
SaaS	Software as a Service
SAN	Storage Area Network
SAP	Systems, Applications, and Products
SCCM	System Center Configuration Management
SDLC	System Development Life Cycle
SFTP	Secure File Transfer Protocol
SI	Systems Integrator
SIP	Session Initiation Protocol
SIT	System Integration Testing
SLA	Service Level Agreement
SME	Subject Matter Expert
SMS	Short message Service
SNIP	Strategic National Implementation Process
SOA	Service Oriented Architecture
SOAP	Simple Object Access Protocol
SOC	Service Organization Controls
SOCC	State of Ohio Computer Center
SPI	Schedule Performance Index
SQL	Structured Query Language
SSAE	Statement on Standards for Attestation Engagements
SSI	State Sensitive Information
SSL	Secure Socket Layer
SSN	Social Security Number
SSO	Single Sign-On
TB	Terabyte
TLS	Transport Layer Security
TPL	Third Party Liability
UAT	User Acceptance Testing

Acronym	Description
UI	User Interface
URL	Uniform Resource Locator
USC	United States Code
VoIP	Voice over Internet Protocol
VPN	Virtual Private Network
W3C	Worldwide Web Consortium
WAN	Wide Area Network
WBS	Work Breakdown Structure
WCAG 2.0	Web Content Accessibility Guidelines 2.0 (Level AA)
WCM	Web Content Management
WEDI	Workgroup for Electronic Data Exchange
WHO	World Health Organization
WSDL	Web Services Description Language
WYSIWYG	What You See is What You Get
XML	Extensible Markup Language

8. Appendix B – Glossary of Terms

Term	Definition
2-Factor Authentication (2FA)	Sometimes referred to as two-step verification or dual factor authentication, is a security process in which the user provides two different authentication factors to verify themselves to better protect both the user's credentials and the resources the user can access.
Advanced Encryption Standard (AES)	The NIST's replacement for the Data Encryption Standard (original name Rijndael /rayn-dahl/ symmetric block cipher), designed by Joan Daemen and Vincent Rijmen, was chosen by a NIST contest to be AES. AES is Federal Information Processing Standard (FIPS-197). AES currently supports 128, 192 and 256-bit keys, and encryption blocks, but may be extended in multiples of 32 bits.
Active Directory (AD)	A directory service that Microsoft developed for Windows domain networks. It is included in most Windows Server operating systems as a set of processes and services.
Advanced Interactive eXecutive (AIX)	IBM's version of Unix. Taken as the basis for the open software foundation standard.
Affordable Care Act (ACA)	Health reform legislation passed by Congress and signed into law in 2010. This legislation includes a long list of health-related provisions that began taking effect in 2010. Key provisions are intended to extend coverage to millions of uninsured Americans, to implement measures that will lower health care costs and improve system efficiency, and to eliminate industry practices that include rescission and denial of coverage due to pre-existing conditions.
American Institute of Certified Public Accountants (AICPA)	Founded in 1887 and represents certified public accountants with regards to the profession's rule-making and standard-setting. The organization serves as an advocate before legislative bodies, public interest groups and other professional organizations, provides educational guidance materials to its members and monitors and enforces member compliance with certified public accountants' technical and ethical standards.
American Medical Association (AMA)	A professional organization for physicians. The AMA is the secretariat of the NUCC, which has a formal consultative role under HIPAA. The AMA also maintains the current procedural terminology medical code set.
Americans with Disabilities Act (ADA)	One of America's most comprehensive pieces of civil rights legislation that prohibits discrimination and guarantees that people with disabilities have the same opportunities as everyone else to participate in the mainstream of American life.
Application Programming Interface (API)	A set of sub-routine definitions, communication protocols, and tools for building software.
Authoring Tool Accessibility Guidelines (ATAG)	Authoring tools are software and services that authors (e.g., Web developers, designers, writers) use to produce web content (e.g., static web pages, dynamic web applications). The guidelines explain how to make the authoring tools accessible, so that people with disabilities can create web content, and help authors create more accessible web content.
Authorized Users	A user authorized, by State designation or by state-defined role, to access the OMES (e.g., State staff, Sister State Agency staff, contractors, providers, individuals, and authorized representatives of individuals).

Term	Definition
Automated Clearing House (ACH)	An electronic network for financial transactions in the United States. ACH processes large volumes of credit and debit transactions in batches. ACH credit transfers include direct deposit, payroll and vendor payments. ACH direct debit transfers include consumer payments on insurance premiums, mortgage loans, and other kinds of bills. Debit transfers also include new applications such as the point-of-purchase check conversion pilot program sponsored by National Automated Clearing House Association (NACHA). Both the government and the commercial sectors use ACH payments. Businesses increasingly use ACH online to have customers pay, rather than via credit or debit cards.
Automatic Call Distributor (ACD)	A device or system that distributes incoming calls to a specific group of terminals or agents based on the customer's selection, customer's telephone number, selected incoming line to the system, or time of day the call was processed. It is often part of a computer telephony integration system.
Bring Your Own Tool (BYOT)	A developing phenomenon in enterprise IT in which a company's executives and employees choose, and often buy, their own computer devices.
Business Continuity (BC)	The planning and preparation of an organization to make sure it overcomes serious incidents or disasters and resumes its normal operations within a reasonably short period.
Business Continuity Plan (BCP)	Also called Business Continuity and Resiliency Planning, a BCP is a roadmap for continuing operations under adverse conditions such as a storm or a crime. In the US, governmental entities refer to the process as continuity of operations planning.
Business Impact Analysis (BIA)	A systematic process to determine and evaluate the potential effects of an interruption to critical business operations as a result of a disaster, accident, or emergency.
Business Intelligence (BI)	Any information that pertains to the history, current status, or future projections of an organization.
Business Process Management (BPM)	A field in operations management that focuses on improving corporate performance by managing and optimizing a company's business processes.
Capacity Plan	Identifies the process for quantifying production capacity levels needed by the contractor to meet changing demands of its products. In the context of capacity planning, design capacity is the maximum amount of work that an organization is capable of completing in a given period.
CBOSS	The State's payment remittance mechanism ("CBOSS" is the company name, not an acronym).
Centers for Medicare and Medicaid Services (CMS)	CMS, previously known as the Health Care Financing Administration, is a federal agency within the US Department of Health and Human Services (HHS) that administers the Medicare program and works in partnership with state governments to administer Medicaid, the State Children's Health Insurance Program (CHIP), and health insurance portability standards. In addition to these programs, CMS has other responsibilities, including the administrative simplification standards from HIPAA, quality standards in LTC facilities (more commonly referred to as nursing homes) through its survey and certification process, and clinical laboratory quality standards under the Clinical Laboratory Improvement Amendments.
Central Processing Unit (CPU)	The unit which performs most of the processing inside a computer. It controls instructions and data flow to and from other parts of the computer, the CPU relies heavily on a chip set, which is a group of microchips located on the motherboard.
Change Management Plan	A document that defines activities and roles to manage and control change during the execution and control stages of the project. Change is measured against the project baseline, which is a detailed description of the project's scope, budget, schedule, and plans to manage quality, risk, issues, and change. During the execution and control stages, changes may require one or more revised project baselines to be issued.

Term	Definition
Code of Federal Regulations (CFR)	The codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by executive departments and agencies of the federal government of the United States. The CFR is published by the Office of the Federal Register, an agency of the National Archives and Records Administration. The CFR is divided into 50 titles that represent broad areas subject to federal regulation.
Commercial off-the-Shelf (COTS)	A Federal Acquisition Regulation term defining a non-developmental item of supply that is both commercial and sold in substantial quantities in the commercial marketplace, and that can be procured or utilized under government contract in the same precise form as available to the public. For example, technology related items, such as computer software, hardware systems or free software with commercial support, and construction materials qualify, but bulk cargo, such as agricultural or petroleum products, do not.
Committee on Operating Rules for Information Exchange (CORE)	A multi-stakeholder collaboration of more than 140 organizations (e.g., providers, health plans, contractors, government agencies, and standard-setting bodies) committed to the development and adoption of national operating rules for administrative transactions within the healthcare industry. CORE participating organizations include health plans representing more than 75% of commercially insured lives, plus Medicare and Medicaid beneficiaries.
Common Security Framework (CSF)	A set of documented policies and procedures that govern the implementation and ongoing management of an organization's security. This can also refer to the certifiable framework created and maintained by the Health Information Trust Alliance (HITRUST) which serves to harmonize multiple frameworks and standards including HIPAA, PCI, ISO, and NIST.
Communications Management Plan	A document used to bring awareness of the purpose, mission, and functions of a project or product with leaders and policymakers, the public sector, the private sector, the media, and citizens. A communications plan can help define customers and stakeholder groups, outline key messages, and organize outreach and engagement activities to achieve intended communications objectives.
Configuration Management Database (CMDB)	A repository that acts as a data warehouse for information technology installations. It holds data relating to a collection of IT assets (commonly referred to as configuration items), as well as to descriptive relationships between such assets.
Configuration Management Plan	Details the process for identifying, controlling, and managing various released items (such as code, hardware, licensing, and documentation). It establishes who is responsible for configuring a service and preparing it for production deployment.
Contingency Plan	An outcome other than in the usual (expected) plan. It is often used for risk management when an exceptional risk that, though unlikely, would have catastrophic consequences.
Corrective Action Plan (CAP)	Documented information on deficiencies, including a full description of the deficiency, the action that must be taken, and the resources required to address the deficiency, and justification for the need to correct the deficiency. Action on deficiencies will be assigned to the person or department best able to address the issue. A due date will be assigned and the corrective action database reviewed regularly to track progress. The status will be continually updated.
Cost Management Plan	The process of planning and controlling the budget of a business. It is a form of management accounting that allows a business to predict impending expenditures to help reduce the chance of going over budget.
Cost Performance Index (CPI)	Refers specifically to a method, chart, or other instrument that is implemented for the purposes of measuring the actual cost efficiency of a project. CPI is computed by [Earned Value / Actual Cost]. A value of above one means that the project is doing well against the budget. The cost performance index can change over the life of a project depending on the ways in which the earned values and actual cost have changed.

Term	Definition
Council for Affordable Quality Healthcare (CAQH)	An American non-profit organization established in 2000 and based in Washington, D.C. Its mission is to accelerate the transformation of business processes in healthcare through collaboration, innovation and a commitment to ensuring value across stakeholders, including healthcare providers, trade associations, and health plans.
Criminal Justice Information Services (CJIS)	A division of the United States FBI that utilizes a computerized criminal justice information system that is a counterpart of FBI's National Crime Information Center that is centralized in Washington D.C. and maintained by the Department of Justice in each state.
Customer Information Control System (CICS)	A family of mixed language application servers that provide online transaction management and connectivity for applications on IBM mainframe systems under z/OS and z/VSE.
Customer Relationship Management (CRM)	Refers to a strategy widely used by companies and organizations (including related integrated information systems and technology, often in the form of software) to record and manage their overall data and interactions with current, past, and potential customers.
Database 2 (DB2)	A family of relational database products offered by IBM. DB2 provides an open database environment that runs on a wide variety of computing platforms.
Database Design	The Database Design Document is to produce a detailed data model of a database. This data model contains all the needed logical and physical design choices and physical storage parameters needed to generate a design in a data definition language, which can then be used to create a database. A fully attributed data model contains detailed attributes for each entity.
Data Management Plan (DMP)	A review of services to improve data collection, documentation, and workflow to help pre-empt issues regarding misplaced files and unusual file formats.
Deliverable Expectation Document (DED)	Includes an outline of the deliverable, as well as some preliminary draft content, to set the expectations for the content of the deliverable.
Department of Administrative Services (DAS)	A State agency committed to providing quality centralized services, specialized support and innovative solutions to other State agencies, boards and commissions, as well as local governments and State universities. DAS helps procure goods and services, deliver information technology and mail, recruit and train personnel, promote equal access to the State workforce, lease and manage office space, process payroll, and print publications and perform a variety of other services.
Deployment Plan (Roll-Out Plan)	The Deployment Plan is the sequence of operations or steps that must be carried out to deliver changes into the provider system environment. The deployment plan must detail how provider software will be produced, identify user documentation and how it is distributed, describe the system configuration, define installation scripts, identify the packaging and installation of system components (with emphasis placed on COTS components), detail the distribution of all software, and describe the distribution of system components to external users. Internet distribution also must be described in detail. Software installation must be detailed, especially when COTS or other third-party software installation entails a user-controlled process. This plan must explain how all nodes components of the system will be installed and upgraded in a timely fashion and where the installation may split up into multiple procedures.
Design, Development, and Implementation (DDI)	The system development phase after requirements are finalized, leading up to and including implementation into production. Enhanced funding at the 90% rate is available for costs of goods and services incurred for design, development, and implementation that comply with defined standards and conditions.
Design, Development, and Implementation (DDI) Issues	System deficiencies or nonconformities encountered during the DDI phase of a software project.

Term	Definition
Digital Asset Management (DAM)	Consists of management tasks and decisions surrounding the ingestion, annotation, cataloguing, storage, retrieval and distribution of digital assets; the protocols for downloading, renaming, backing up, rating, grouping, archiving, optimizing, maintaining, thinning, and exporting files.
Direct Data Entry (DDE)	Under HIPAA, this is the direct entry of data that is immediately transmitted into a health plan's computer.
Disaster Recovery (DR)	An area of security planning that aims to protect an organization from the effects of significant negative events. This allows an organization to maintain or quickly resume mission-critical functions following a disaster.
Disaster Recovery as a Service (DRaaS)	The replication of hosting of physical or virtual servers by a third party to provide failover in the event of a man made or natural catastrophe.
Disaster Recovery Plan (DRP)	A document defining the resources, actions, tasks, and data for managing the recovery of lost databases, programs, or other computing functions in the event of catastrophic damage to the computing infrastructure of an organization. Relates to Business Continuity Planning.
Disk Library for Mainframe (DLM)	A software solution that allows users to store various data types with primary and deduplication storage support.
Document Management Solution (DMS)	An enterprise-level software that controls and organizes documents throughout an organization. A DMS is a computer system or software that creates, stores, manages and track electronic documents and electronic images of paper-based information captured by a document scanner.
Earned Value Report	Earned Value is a project management technique for measuring project performance and progress in an objective manner. The report will be used by the State to determine project performance and to alert the State of any critical schedule risks and issues.
Electronic Data Interchange (EDI)	The electronic transmission of structured data by agreed message standards from one computer system to another without human intervention. It is a system for exchanging business documents with external entities.
Electronic Document Management System (EDMS)	A software system for organizing and storing different kinds of documents.
Electronic Fund Transfer Act (EFTA)	The 1978 federal legislation that protect consumers when they transfer funds electronically.
Electronic Protected Health Information (ePHI)	Any protected health information that is created, stored, transmitted, or received in any electronic format or media.
Electronic Remittance Advice (ERA)	Any of several electronic formats (e.g. EDI 835) for explaining the payments of health care claims.
Enterprise Geocoding Services (EGS)	Combines address standardization, geocoding, and spatial analysis into a single service. Individual addresses can be processed in real time for on-line applications or large numbers of addresses can be processed in batch mode. The quality of each address is improved by standardizing it to meet stringent U.S. Postal Service standards.
Enterprise Learning Management (ELM)	A software application designed to deliver, track, report on, and manage trainings and learner activity.
Enterprise Resource Planning (ERP)	The ability to deliver an integrated suite of business applications. The software integrates various functions into one complete system to streamline processes and information across the entire organization.

Term	Definition
Enterprise Service Bus (ESB)	A software architecture model used for designing and implementing the interaction and communication between mutually interacting software applications in SOA. As a software architecture model for distributed computing it is a specialty variant of the more general client server software architecture model and promotes agility and flexibility with regards to communication and interaction between applications.
Entry/Exit Criteria	A set of conditions that should be met to enter or exit a phase of system development, such as testing.
Environmental Systems Research Institute (ESRI)	A software provider and research and development organization dedicated to the geographic information systems and geographic information science community.
Extensible Markup Language (XML)	Used to describe data. The XML standard is a flexible way to create information formats and electronically share structured data via the public Internet, as well as via corporate networks.
Extract, Transform, Load (ETL)	Refers to three separate functions combined into a single process. First, the extract function reads from a specified data source and extracts a desired subset of data. Next, the transform function works with the acquired data, using rules or lookup tables, creating combinations with other data to convert it to the desired state. Finally, the load function is used to write the resulting data (i.e., either all of the subset or just the changes) to a target database, which may or may not previously exist.
Federal Bureau of Investigation (FBI)	The domestic intelligence and security service of the United States and its principal federal law enforcement agency.
Federal Information Processing Standard (FIPS)	Publicly announced standardizations developed by the United States federal government for use in computer systems by all non-military government agencies and by government contractors, when properly invoked and tailored on a contract. Many FIPS pronouncements are modified versions of standards used in the technical communities, such as the American National Standards Institute (ANSI), the Institute of Electrical and Electronics Engineers, and the International Organization for Standardization (ISO). The purpose of FIPS is to ensure that all federal government and agencies adhere to the same guidelines regarding security and communication.
Federal Information Security Management Act (FISMA)	("FISMA", 44 U.S.C. § 3541, et seq.) is a United States federal law enacted in 2002 as Title III of the E-Government Act of 2002 (Pub.L. 107-347, 116 Stat. 2899). The act recognized the importance of information security to the economic and national security interests of the United States. The act requires each federal agency to develop, document, and implement an agency-wide program to provide information security for the information and information systems that support the operations and assets of the agency, including those provided or managed by another agency, contractor, or other source.
Federal Risk and Authorization Management Program (FedRAMP)	A government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.
Federal Tax Information (FTI)	Federal or state tax returns, return information, and such other tax-related information as may be protected by State and federal law.
Federated Transaction	A federated transaction involves data that is distributed across multiple, largely autonomous, and possibly heterogeneous component databases and accessed by both global and local transactions. A federated transaction requires a two-phase commit.
Fee-For-Service (FFS)	A method for delivering healthcare services in which doctors and other healthcare providers are paid for each service performed.
File Transfer Protocol (FTP)	A standard network protocol used for the transfer of computer files between a client and server on a computer network.

Term	Definition
Frequently Asked Questions (FAQ)	A document or webpage that provides answers to a list of typical questions that users might ask regarding a particular subject.
Geographic Information Systems (GIS)	A computer-based tool that analyzes, stores, manipulates and visualizes geographic information, usually in a map.
Health Information Trust Alliance (HITRUST)	The organization that created and maintains the Common Security Framework (CSF).
Health Insurance Portability and Accountability Act (HIPAA)	(Health Insurance Portability and Accountability Act of 1996, Public Law 104-191) Also known as the "Kennedy-Kassebaum Act," this U.S. law protects employees' health insurance coverage when they change or lose their jobs (Title I) and provides standards for patient health, administrative and financial data interchange (Title II). The latter also governs the privacy and security of health information records and transactions.
Health Level Seven (HL7)	A standards development organization whose mission is to develop and maintain international standards for exchange, integration, sharing and retrieval of electronic health information.
Hypertext Transfer Protocol (HTTP)	The underlying protocol used by the World Wide Web and this protocol defines how messages are formatted and transmitted, and what actions Web servers and browsers should take in response to various commands.
Hypertext Transfer Protocol Secure (HTTPS)	The communication protocol is encrypted using Transport Layer Security (TLS) or, formerly, its predecessor, Secure Sockets Layer (SSL).
Identity and Access Management (IdAM)	A process used in businesses and organizations to grant or deny employees and others authorization to secure systems. IdAM is an integration of work flow systems that involves organizational think tanks who analyze and make security systems work effectively. Policies, procedures, protocols, and processes are all linked to IdAM. Identity and security applications are also important considerations.
Incident Management Plan	A document defining "incident" and describing severity level, classifications, and target times for resolution, in addition to definitions of the processes for reporting, logging, managing, and tracking incidents to resolution, and the process for communicating with affected stakeholders.
Independent Verification and Validation (IV&V)	Verification and Validation activities performed by a third party organization not involved in the development of the product.
Individual	Applicant or recipient of services through a state-sponsored program.
Information Technology Infrastructure Library (ITIL)	A set of practices for IT service management that focuses on aligning IT services with the needs of business. In its current form (known as ITIL 2011 edition), ITIL is published in a series of five core publications, each of which covers an Information Technology Service Management (ITSM) life cycle stage. ITIL underpins International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 20000 (previously BS15000), the International Service Management Standard for IT service management, although differences between the two frameworks do exist.
InnovateOhio Platform (IOP)	Provides integrated and scalable capabilities that enable state agencies to become more customer-centric and data-driven, delivering on InnovateOhio's vision to better serve Ohioans. Through collaboration and innovation, the InnovateOhio Platform creates an integrated customer experience that brings higher-quality services to the public, ultimately making Ohio a better place to live, work and do business.
Integration Testing	A phase in software testing in which individual software modules are combined and tested as a group. It occurs after unit testing and before validation testing.
Interactive Voice Response (IVR)	A phone technology that enables providers to access information regarding client eligibility, claim and payment status, prior authorization, drug and procedure codes, and provider information.

Term	Definition
Internal Policy and Procedure (IPP)	ODM designation for documented policies and procedures.
Internal Revenue Service (IRS)	A U.S. government agency responsible for the collection of taxes and enforcement of tax laws.
International Business Machines (IBM)	An American multinational information technology company headquartered in Armonk, New York, with operations in over 170 countries.
Internet Information Server (IIS)	A Windows Server-based web application that delivers website content over the internet to end users.
Internet Protocol (IP)	A standard set of rules for sending and receiving data between computers connected to a network, especially the Internet.
IT Operations Management (ITOM)	The entity responsible for operation of an organization's applications and IT infrastructure along with control and maintenance on a continuous basis. The main focus of the IT operations management is the delivery of a stable service in accordance with the agreed levels of service.
Job Entry Subsystem (JES)	A subsystem of the OS/390 and Multiple Virtual Storage (MVS) mainframe operating systems that manages jobs (units of work) that the system does. Each job is described to the operating system by system administrators or other users in job control language.
Key Performance Indicator (KPI)	A type of performance measurement. An organization may use KPIs to evaluate its success, or to evaluate the success of an activity in which it is engaged. Sometimes success is defined in terms of making progress toward strategic goals, but often success is simply the repeated, periodic achievement of some level of operational goal (e.g., zero defects, 10/10 customer satisfaction, and etc.). Accordingly, choosing the right KPIs relies upon a good understanding of what is important to the organization. What is important often depends on the department measuring the performance (e.g., the KPIs useful to finance will be quite different from the KPIs assigned to sales). Since there is a need to understand well what is important (to an organization), various techniques to assess the present state of the business and its key activities are associated with the selection of performance indicators. These assessments often lead to the identification of potential improvements, so performance indicators are routinely associated with 'performance improvement' initiatives. A very common way to choose KPIs is to apply a management framework such as the balanced scorecard.
Local Area Network (LAN)	An independent network allowing the interconnection and intercommunication between computers on a single site (such as home, office, and group of building).
Logical Partition (LPAR)	A division of a computer's processor(s), memory, and storage into multiple sets of resources so that each set of resources can be operated independently with its own operating system instance and application(s).
Long Term Care (LTC)	A range of services that include medical and non-medical care provided to individuals who are unable to perform basic activities of daily living like dressing or bathing. These services and supports can be provided at home, in the community, in assisted living, or in nursing homes. Individuals may need long-term services and supports at any age. Medicare and most private health insurance plans don't pay for LTC services.
Maintenance and Operations (M&O)	Operational activities performed to ensure a system is fully functional and performs optimally until the system reaches its end of life.
Managed Care Plan (MCP)	A health plan that uses managed care arrangements and has a defined system of selected providers who contract with the plan. Those enrolled have a financial incentive to use participating providers who agree to furnish a broad range of services to them. Providers may be paid on a pre-negotiated basis.
Managed File Transfer (MFT)	Any software or service that manages the secure transfer of data from one computer to another through a network.

Term	Definition
Master Data Management (MDM)	A method used to define and manage the critical data of an organization to provide, with data integration, a single point of reference, often including reference data and analytical data.
Master Test Plan	A technical document that details a systematic approach to testing a specific system such as a device, machine, or software. The test plan contains a detailed understanding of the workflow and functions of the system and documents how each of those will be tested to find out if the system works per its design, to find bugs, and to determine its actual limitations.
Medicaid Enterprise Certification Life Cycle (MECL)	Part of the MECL is aligned to MITA and the standards and conditions for Medicaid IT. It introduces certification milestone reviews throughout the development life cycle so the State receives early feedback about issues that may impede certification. The MECL is flexible to fit various State approaches and system development life cycles (agile, waterfall, using COTS software, or a hybrid).
Medicaid Information Technology Architecture (MITA)	The MITA initiative sponsored by CMS is intended to foster integrated business and IT transformation across the Medicaid enterprise to improve the administration of the Medicaid program.
Medicaid Information Technology System (MITS)	The core Medicaid Management Information System for Ohio.
Medicaid Management Information System (MMIS)	An integrated group of procedures and computer processing operations (subsystems) developed at the general design level to meet principal objectives. For Title XIX purposes, "systems mechanization" and "mechanized claims processing and information retrieval systems" is identified in section 1903(a)(3) of the Act and defined in regulation at 42 CFR 433.111. The objectives of this system and its enhancements include the Title XIX program control and administrative costs; service to enrolled individuals, providers, and inquiries; operations of claims control and computer capabilities; and management reporting for planning and control.
Microsoft Message Queuing (MSMQ)	A message queue implementation developed by Microsoft and deployed in its Windows Server operating systems since Windows NT 4 and Windows 95. Windows Server 2016 and Windows 10 also includes this component that enables applications running at different times to communicate across heterogeneous networks and systems that may be temporarily offline. Applications send messages to queues and read messages from queues.
Millions of Instructions per Second (MIPS)	A measure of the execution speed of the computer. The measure approximately provides the number of machine instructions that could be executed in a second by a computer.
Minimum Acceptable Risk Standards for Exchanges (MARS-E)	A CMS document suite of guidance, requirements, and templates that address the mandates of the ACA that apply to all ACA Administering Entities. "Administering Entity" means Exchanges or Marketplaces, whether federal or state, State Medicaid Agencies, Children's Health Insurance Program (CHIP) agencies, or state agencies administering the Basic Health Program.
Minority Business Enterprise (MBE)	A business which is at least 51% owned, operated and controlled on a daily basis by one or more (in combination) American citizens of the following ethnic minority classifications: American Indians, Asians, Blacks, and Hispanics.
Multi-purpose Internet Mail Extension (MIME)	A standard for formatting files of different types, such as text, graphics, or audio, so they can be sent over the Internet and seen or played by a web browser or email application.
National Council for Prescription Drug Programs (NCPDP)	A standards development organization whose mission is to create and promote data interchange standards for the pharmacy services sector of the healthcare industry.

Term	Definition
National Institute of Standards and Technology (NIST)	An agency in the Technology Administration (an agency in the Department of Commerce that works with United States industries to promote competitiveness and maximize the impact of technology on economic growth) that makes measurements and sets standards as needed by industry or government programs.
National Uniform Billing Committee (NUBC)	An organization chaired and hosted by the American Hospital Association that maintains the UB-04 hardcopy institutional billing form and the data element specifications for both the hardcopy form and the 192-byte UB-04 flat file format. The NUBC has a formal consultative role under HIPAA for all transactions affecting institutional health care services.
National Uniform Claim Committee (NUCC)	An organization chaired and hosted by the American Medical Association that maintains the CMS-1500 claim form and a set of data element specifications for professional claims submission via the CMS-1500 claim form, the Professional EMC NSF, and the X12 837. The NUCC also maintains the Provider Taxonomy Codes and has a formal consultative role under HIPAA for all transactions affecting non-dental non-institutional professional health care services.
Next Generation Telephony Service (NGTS)	The replacement for the state's legacy Centrex phone system, which will help reduce costs and enable state employees to serve constituents more efficiently, such as Voice over IP, audio conferencing, and video conferencing.
Non-Disruptive	A type of change to software or hardware that does not interrupt system service or access to data.
Office of Information Technology (OIT)	The Office headed by the State which develops and provides direction in the use of Internet-based technologies to make it easier for citizens and businesses to interact with the State and streamline citizen participation.
Ohio Administrative Code (OAC)	Contains regulations promulgated by Ohio's administrative agencies.
Ohio Administrative Knowledge System (OAKS)	Ohio's Enterprise Resource Planning (ERP) system which provides central administrative business services such as Financial Management, Human Capital Management, Content Management, Enterprise Learning Management and Customer Relationship Management.
Ohio Business Gateway (OBG)	Provides tools that make it easier for any business owner to file and pay sales tax, commercial activity tax, employer withholding, unemployment compensation contributions, workers' compensation premiums and municipal income taxes.
Ohio Department of Aging (ODA)	A cabinet-level State agency that coordinates federal Older Americans Act programs and services, as well as other services to meet the needs of Ohio's elders.
Ohio Department of Developmental Disabilities (DODD)	Manages statewide services for children and adults with intellectual or developmental disabilities and their families. Services include adult day programs, in-home services, respite care, job training and employment, Medicaid, and transportation.
Ohio Department of Health (ODH)	A cabinet-level agency whose director reports to the governor, and whose executive team helps the Director of Health formulate the agency's strategic policy goals and objectives.
Ohio Department of Health and Human Services (HHS)	A cabinet-level department of the U.S. federal government with the goal of protecting the health of all Americans and providing essential human services.
Ohio Department of Job and Family Services (ODJFS)	State department which includes all agencies responsible for employment and job training, public assistance programs, children's services agencies.
Ohio Department of Medicaid (ODM)	The ODM is Ohio's first Executive-level Medicaid agency. With a network of more than 83,000 active providers, ODM delivers healthcare coverage to 2.9 million residents of Ohio on a daily basis. Working closely with stakeholders, advocates, medical professionals, and Sister State Agencies, the Agency continues to find new ways to modernize Medicaid in Ohio.

Term	Definition
Ohio Medicaid Enterprise (OEM)	CMS considers the OME to consist of ODM and its Sister State Agencies that participate in Medicaid and related program operations. Recent strategic decisions by ODM leadership have extended the definition of the OME to include non-Medicaid operations as well, facilitating the use of the modernized OMES to support similar activities regardless of program alignment.
Ohio Medicaid Enterprise System (OMES)	The name of the new modular Medicaid system being procured by ODM.
Ohio Mental Health and Addiction Services (OhioMHAS)	Agency created as of July 1, 2013, by consolidating the Ohio Department of Mental Health and the Ohio Department of Alcohol and Drug Addiction Services.
Ohio Office of Budget and Management (OBM)	The agency that provides policy analysis, fiscal research and financial management services to the Governor and agencies of state government, helping to ensure the proper and responsible use of state resources.
Ohio Revised Code (ORC)	The general laws of the State of Ohio, organized into 31 general titles broken into chapters, dealing with individual topics of law.
Operational Readiness Plan (ORP)	A plan defining the readiness criteria approach for the Operational Readiness Review. It also addresses risk mitigation to support major transition decisions.
Operational Readiness Review (ORR)	A disciplined, systematic, documented, performance-based examination of facilities, equipment, personnel, procedures, and management control systems to ensure that the solution will be fully operable.
Operational Readiness Test (ORT)	A software testing strategy. An ORT is performed at the final stage of testing when all other testing activities are performed and build ready for live deployment.
Operating System (OS)	The software that controls the operation of a computer and directs the processing of programs (as by assigning storage space in memory and controlling input and output functions).
Organization for Standardization (ISO)	An international standard-setting body composed of representatives from various national standards organizations. Founded on 23 February 1947, the organization promotes worldwide proprietary, industrial and commercial standards
Payment Card Industry Data Security Standard (PCI DSS)	An information security standard for organizations that handle branded credit cards from the major card schemes.
Personal Computer (PC)	A microcomputer designed for use by one person at a time.
Performance Testing	General testing performed to determine how a system performs in terms of responsiveness and stability under a workload. It can also serve to investigate, measure, validate, or verify other quality attributes of the system, such as scalability, reliability, and resource usage.
Personally Identifiable Information (PII)	Information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. The acronym PII is widely accepted, but the phrase has four common variants based on personal /personally and identifiable / identifying. Not all are equivalent, and for legal purposes the effective definitions vary depending on the jurisdiction and the purposes for which the term is being used.
Point of Sale (POS)	Refers to the place where a customer executes the payment for goods or services and where sales taxes may become payable.
Post-Adjudicated Claim Data Reporting (PACDR)	An EDI X12 transaction format specifically designed for encounters, which can be used in lieu of an X12 837 transaction in the exchange of data between the State and the managed care plans.
Portable Document Format (PDF)	A file format that has captured all the elements of a printed document as an electronic image that you can view, navigate, print, or forward to someone else.

Term	Definition
Product Backlog	The Agile Product Backlog in Scrum is a prioritized features list, containing short descriptions of all functionality desired in the product.
Product Documentation	Product Documentation will be all the documents developed during the life of the project.
Project Management Body of Knowledge (PMBOK)	A collection of processes and knowledge areas accepted as best practice for the project management profession.
Project Management Institute (PMI)	An organization that provides training and certification to project management and business analyst professionals.
Project Management Office (PMO)	A group or department within a business, agency or enterprise that defines and maintains standards for project management within the organization. The PMO strives to standardize and introduce economies of repetition in the execution of projects. The PMO is the source of documentation, guidance and metrics on the practice of project management and execution.
Project Management Plan (PMP)	A formal, approved document used to guide both project execution and control of the project consistent with the guidance of the PMBOK.
Project Management Professional	An individual certified in project management by the PMI.
Project Manager (PM)	Makes project goals their own and uses their skills and expertise to inspire a sense of shared purpose within the project team.
Project Work Plan	A document including a timetable for project work that details expected publication dates and other project milestones.
Protected Health Information (PHI)	Any information about health status, provision of healthcare, or payment for healthcare that can be linked to a specific individual. This is interpreted rather broadly and includes any part of a patient's medical record or payment history. PHI is often sought out in datasets for de-identification before researchers share the dataset publicly. When researchers remove PHI from a dataset they do so to preserve privacy for research participants.
Quality Management Plan	Document that defines the acceptable level of quality, which is typically defined by the customer, and describes how the project will ensure this level of quality in its deliverables and work processes. Quality Management plans apply to project deliverables and project work processes. Quality control activities monitor and verify that project deliverables meet defined quality standards. Quality assurance activities monitor and verify that the processes used to manage and create the deliverables are followed and are effective.
Random Access Memory (RAM)	Is the hardware in a computing device where the operating system (OS), application programs and data in current use are kept so they can be quickly reached by the device's processor.
Recovery Point Objective (RPO)	The maximum acceptable amount of data loss measured in time. It is the age of the files or data in backup storage required to resume normal operations if a computer system or network failure occurs.
Recovery Time Objective (RTO)	The maximum desired length of time allowed between an unexpected failure or disaster and the resumption of normal operations and service levels. The RTO defines the point in time after a failure or disaster at which the consequences of the interruption become unacceptable.
Regression Testing	A type of software testing that seeks to uncover new software bugs, or regressions, in existing functional and non-functional areas of a system after changes, such as enhancements, patches or configuration changes, have been made to them. One of the main reasons for regression testing is to determine whether a change in one part of the software affects other parts of the software.

Term	Definition
Request for Proposal (RFP)	A type of bidding solicitation in which a company or organization announces that funding is available for a particular project or program, and companies can place bids for the project's completion.
Requirements Management Plan	A plan used to document the necessary information required to effectively manage project requirements from definition, through traceability, to delivery. It is created during the Planning Phase of the project. Its intended audience is the project manager, project team, project sponsor and any senior leaders whose support is needed to carry out the plan.
Requirements Traceability Matrix (RTM)	A document that links requirements throughout the validation process and the project life cycle. The purpose of the RTM is to ensure that all requirements defined for a system are tested in the test protocols. It should be able to trace business requirements to system requirements, system requirements to design components, and system requirements to test cases.
Resources	An item that is required for the system or project, such as staff, computer hardware, computer software, access to websites, or access to physical locations.
Risk and Issues Management Plan	A document outlining the process used for the identification, tracking, management, and resolution of risks and issues that could have an impact on the success of the project.
Root Cause Analysis (RCA)	A problem-solving method used to pinpoint the exact cause of a problem or event. The root cause is the actual cause of a specific problem or set of problems, and when that cause is removed, it prevents the final undesirable effect from occurring. RCA is a reactive method, as opposed to preventive, since it will be employed only after a problem has occurred to find its cause and prevent it from happening again.
Schedule Management Plan	The Schedule Management Plan provides initial guidance and tailors general time management planning for specific project use when performing the time management processes.
Schedule Performance Index (SPI)	A measure of project efficiency to gauge the progress and efficiency. SPI is computed by $[\text{Earned Value} / \text{Planned Value}]$. A value of above one means that the project is doing well against the schedule.
Schedule / Milestones & Burn Down Charts	The Schedule is a plan for carrying out a process or procedures, giving lists of intended events and times. The plan must include task descriptions, start dates, end dates, task estimation in hours or points, assumptions, and constraints.
Scope Management Plan	A document that outlines what will be and what will not be included in the deliverables, including details of risks, constraints, and assumptions.
Secure File Transfer Protocol (SFTP)	A network protocol for accessing, transferring and managing files on remote systems.
Secure Socket Layer (SSL)	A networking protocol designed for securing connections between web clients and web servers over an insecure network, such as the internet.
Security Plan	A formal plan that defines the plan of action to secure computers, systems, and facilities. It provides a systematic approach and techniques for protecting computers from being used by unauthorized users, guarding against worms and viruses, and identifying and responding to any security incident, event, or process that could jeopardize the security of computers, systems, or facilities.
Service Level Agreement (SLA)	A part of a service contract where a service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service or performance). As an example, internet service providers will commonly include service level agreements within the terms of their contracts with customers to define the level(s) of service being sold in plain language terms. In this case, the SLA will typically have a technical definition in terms of mean time between failures, mean time to repair, or mean time to recovery; various data rates; throughput; jitter; or similar measurable details.

Term	Definition
Service Organization Controls (SOC)	Internal control reports on the services provided by a service organization providing valuable information that authorized users need to assess and address the risks associated with an outsourced service.
Service Oriented Architecture (SOA)	A software design and software architecture design pattern based on structured collections of discrete software modules, known as services, which collectively provide the complete functionality of a large software application. The purpose of SOA is to allow easy cooperation of many computers that are connected over a network.
Service Portfolio Management	To manage investments in service management across the organization, in terms of financial values. Enabling managers to assess the quality requirements and associated costs.
Services Inventory	A governed and standardized collection of services that complement and synergize with each other within a boundary, which represents the enterprise or a portion of it. Essentially, a service inventory is a collection of internal services such as communication and process improvement services that allow a system to offer greater quality, speed, and performance.
Session Initiation Protocol (SIP)	A signaling protocol used for initiating, maintaining, modifying and terminating real-time sessions that involve video, voice, messaging and other communications applications and services between two or more endpoints on internet protocol (IP) networks.
Short message Service (SMS)	A text messaging service component of most telephone, internet, and mobile-device systems, which uses standardized communication protocols to enable mobile devices to exchange short text messages.
Simple Object Access Protocol (SOAP)	A protocol for implementing web services. SOAP features guidelines that allow communication via the Internet between two programs, even if they run on different platforms, use different technologies, and are written in different programming languages.
Single Sign-On (SSO)	A property of access control of multiple related, but independent software systems. With this property, a user logs in once and gains access to all systems without being prompted to log in again to each of them.
Social Security Number (SSN)	A nine-digit number assigned to some temporary residents and permanent residents in order to track their income and determine benefit entitlements.
Software as a Service (SaaS)	A software licensing model in which access to the software is provided on a subscription basis, with the software being located on external servers rather than on servers located in-house.
Staffing Plan	A plan for the staffing resources on the project, including items such as the timeframe that a staff member is available, and when they will roll off the project, and the circumstances in which a staff member can be replaced.
Standard Operating Procedure (SOP)	An established or prescribed method to be followed routinely for the performance of designated operations or in designated situations.
State of Ohio Computer Center (SOCC)	The State's primary data center. The SOCC is also a termination point for virtually all network service providers used by the State.
State Sensitive Information (SSI)	Information that is not subject to disclosures under Ohio Public Records law.
Statement on Standards for Attestation Engagements (SSAE)	Standards issued by senior technical bodies of the American Institute of Certified Public Accountants (AICPA) designated to issue pronouncements on attestation matters.
Storage Area Network (SAN)	A secure high-speed data transfer network that provides access to consolidated block-level storage.

Term	Definition
Strategic National Implementation Process (SNIP)	A checklist of seven items that are tested to ensure that EDI files that comply with HIPAA.
Structured Query Language (SQL)	A standardized programming language that's used to manage relational databases and perform various operations on the data in them.
Subject Matter Expert (SME)	A person with special knowledge or skills in a particular area or domain.
Systems, Applications, and Products (SAP)	A multinational software corporation that is currently the market leader in the enterprise resource planning field. The company's enterprise resource planning system enables its customers to run their business processes, including accounting, sales, production, human resources and finance, in an integrated environment.
System Center Configuration Management (SCCM)	A Windows product that enables administrators to manage the deployment and security of devices and applications across an enterprise.
System Configuration Documentation	Documentation provided by the contractor that provides information about how the COTS product can be configured to meet and manage business rules as well as configure system as per business needs.
System Design Document	A document made up of the functional and technical designs.
System Development Life Cycle (SDLC)	A process followed for a software project, within a software organization. It consists of a detailed plan describing how to develop, maintain, replace and alter or enhance specific software. The life cycle defines a methodology for improving the quality of software and the overall development process.
System Implementation Plan	Reflects the final requirements for system implementations. This document must be developed based on outputs from the planning and design sessions conducted with the contractor, QA provider, and State project personnel.
System Integration Plan (SIP)	Describes how each of this particular module's subsystems interact with each other to provide a fully functional system that operates as one module of the interconnected OMES system. It also describes how the module interacts with the SI module for the purpose of sending data to other business modules as well as receiving data from other business modules.
System Integration Testing (SIT)	The overall testing of a complete system of multiple components or elements. The test may be composed of hardware, or software, or hardware with embedded software, or hardware/software with user involved testing. SIT is a process of verifying that the system meets its requirements and validating that the system performs in accordance the State's expectations.
Systems Integrator (SI)	A technology services contractor assisting ODM in the detailed planning, incremental implementation, and maintenance and operation of the modular OMES.
System Operations Plan	Describes all required systems operational activities and provides guidance on system maintenance and enhancement practices, tools, and approaches. The contractor must also provide any additional documentation, such as COTS software user manuals if applicable. The System Operations Plan encompasses system functionality from a user's perspective, a State business user's perspective, and from a technical user's perspective.
System Testing	Testing of software or hardware conducted on a complete, integrated system to evaluate the system's compliance with its specified requirements.
Terabyte (TB)	A unit of digital information storage used to denote the size of data.

Term	Definition
Third Party Liability (TPL)	A subsystem used in the updates of TPL resource information, matching incoming TPL resource information to individuals, and other related functions. It identifies claims where liability potentially exists, provides the capability to manage private health, and third party resources of Medicaid consumers, and ensures that Medicaid is the payer of last resort.
Training Materials	The materials used to conduct the training sessions for the system which will ensure that training objectives are met. The contractor must provide updated training materials as changes to the functionality of the system occur.
Training Plan	A plan for defining the strategies, tasks, and methods that will be used to meet the training requirements.
Transition Plan	A document that explains the plan for turning the system responsibilities over at the end of the contract.
Transport Layer Security (TLS)	Cryptographic protocols that provide communication security over the Internet. They use asymmetric cryptography for authentication of key exchange, symmetric encryption for confidentiality and message authentication codes for message integrity.
U.S. Department of Health & Human Services (HHS)	The executive department of the federal government responsible for social and economic security, educational opportunity, national health, and child welfare. Specifically, the department is responsible for Medicaid and Medicare programs.
User Interface (UI)	A conduit between human and computer interaction, the space where a user will interact with a computer or machine to complete tasks.
Uniform Resource Locator (URL)	A unique identifier used to locate a resource on the internet. It is the address of a specific webpage or file on the Internet.
Unit Testing	A method by which individual units of source code, sets of one or more computer program modules together with associated control data, usage procedures, and operating procedures, are tested to determine if they are fit for use.
United States Code (USC)	A consolidation and codification by subject matter of the general and permanent laws of the United States.
User Acceptance Testing (UAT)	The type of testing where monitored authorized users determine whether a system meets all their requirements and will support the business for which it was designed.
Virtual Private Network (VPN)	A method employing encryption to provide secure access to a remote computer over the Internet.
Voice Over Internet Protocol (VoIP)	Technology that allows you to make voice calls using a broadband Internet connection instead of a regular (or analog) phone line.
Web Content Accessibility Guidelines (WCAG 2.0)	Guidelines that are categorized into three levels of conformance in order to meet the needs of different groups and different situations: A (lowest), AA (mid-range), and AAA (highest). Conformance at higher levels indicates conformance at lower levels.
Web Content Management (WCM)	A utilization of a content management system is a set of tools that provides an organization with a way to manage digital information on a website through creating and maintaining content without prior knowledge of web programming or markup languages.
Web Services Description Language (WSDL)	WSDL is an XML-based interface definition language that is used for describing the functionality offered by a web service.
What You See is What You Get (WYSIWYG)	Representation of text on screen in a form exactly corresponding to its appearance on a printout.
Wide Area Network (WAN)	A network that exists over a large-scale geographical area.

Term	Definition
Work Breakdown Structure (WBS)	A hierarchy designed to organize, define, and display all the work that must be performed to accomplish the objectives of a project.
Workgroup for Electronic Data Interchange (WEDI)	A nonprofit organization that focuses on the use of health information technology to improve healthcare information exchange to enhance the quality and efficiency of care and reduce costs.
World Health Organization (WHO)	A specialized agency of the United Nations that is concerned with international public health.
Worldwide Web Consortium (W3C)	An international community that develops open standards to ensure the long-term growth of the web.
X12 file transmission standards	A standards development organization accredited by the American National Standards Institute (ANSI) and Accredited Standards Committee (ASC) for inter-industry electronic exchange of business transactions, namely electronic data interchange.