



## Department of Medicaid

John R. Kasich, Governor  
Barbara R. Sears, Director

July 12, 2018

Dear Supplier:

This letter is to announce the release of this Request for Proposals (RFP), ODMR-1819-1011, for the purpose of obtaining up to two qualified supplier(s), to perform independent external quality review (EQR) services that consist of mandatory and optional activities (e.g., administrative compliance assessments, validation of performance improvement activities, encounter data validation studies, and consumer satisfaction surveys) for Medicaid health plans that are contracted with ODM. Information obtained from the independent EQR is used to assess the quality, accessibility, and timeliness of services that Medicaid health plans provide to their enrolled members. The results of the annual independent EQR are also used to ensure ODM's compliance with federal requirements to arrange for an external, independent evaluation of contracted health plans and to adhere to reporting requirements as specified in the Code of Federal Regulations (CFR) Title 42 § 438 Subpart E. The selected supplier(s) will also provide ODM and its contracted health plans with technical assistance, national expertise, and other support to improve the overall performance of the managed care delivery system.

If you are interested in submitting a response for this important project, please obtain the RFP through ODM's Web Page at: [www.medicaid.ohio.gov](http://www.medicaid.ohio.gov), and follow these instructions:

- \* Under the Resources Tab
- \* Go Down to Legal and Contracts
- \* Select RFPs in the drop-down menu
- \* Click the Link to the actual RFP

If you experience problems opening the above referenced ODM URL, please contact the ODM Office of Contracts and Procurement at the following telephone number: (614) 752-5284.

Again, responses must be prepared and submitted in strict accordance with the requirements and time frames given in the RFI. Thank you for your attention to this request.

Sincerely,

//SIGNED//

Emily D. Miran, Esq.  
Senior Legal Counsel  
Office of Contracts and Procurement

EDM/dls

External Quality Review Services

**ODMR-1819-1011**

*RFP Due Date:  
September 18, 2018*

**The Ohio Department of Medicaid**

**EXTERNAL QUALITY REVIEW SERVICES RFP  
ODMR-1819-1011**

**TABLE OF CONTENTS:**

<b>SECTION I.</b>	<b><u>PURPOSE</u></b>
<b>1.1</b>	<b>General Overview</b>
<b>1.2</b>	<b>Background</b>
<b>1.3</b>	<b>Overview of Project</b>
<b>1.4</b>	<b>Objectives</b>
<b>1.5</b>	<b>Program Resource Library</b>
<b>SECTION II.</b>	<b><u>PROCUREMENT PROCESS INFORMATION</u></b>
<b>2.1</b>	<b>Anticipated Procurement Timetable</b>
<b>2.2</b>	<b>Internet Question and Answer Period; RFP Clarification Opportunity</b>
<b>2.3</b>	<b>Communication Prohibitions</b>
<b>2.4</b>	<b>Amendments to RFP</b>
<b>SECTION III.</b>	<b><u>COMPONENT ONE SUPPLIER QUALIFICATIONS AND EXPERIENCE</u></b>
<b>3.1</b>	<b>Mandatory Supplier Qualifications</b>
<b>3.2</b>	<b>Organizational Experience and Capabilities (including Activity)</b>
<b>3.3</b>	<b>Staff Experience and Capabilities</b>
<b>3.4</b>	<b>Engagement</b>
<b>SECTION IV.</b>	<b><u>COMPONENT TWO SUPPLIER QUALIFICATIONS AND EXPERIENCE</u></b>
<b>4.1</b>	<b>Mandatory Supplier Qualifications</b>
<b>4.2</b>	<b>Organizational Experience and Capabilities (including Activity)</b>
<b>4.3</b>	<b>Staff Experience and Capabilities</b>
<b>4.4</b>	<b>Engagement</b>
<b>SECTION V.</b>	<b><u>CONDITIONS AND OTHER REQUIREMENTS FOR BOTH COMPONENTS</u></b>
<b>5.1</b>	<b>Replacement of Key Personnel</b>
<b>5.2</b>	<b>Subcontractor Identification and Participation Information</b>
<b>5.3</b>	<b>Sensitive Personal Information</b>
<b>5.4</b>	<b>Ownership of Deliverables</b>
<b>5.5</b>	<b>Transition Period</b>
<b>SECTION VI.</b>	<b><u>SCOPE OF WORK &amp; DELIVERABLES</u></b>
<b>6.1</b>	<b>General Scope of Work</b>
<b>6.2</b>	<b>Number of Participants</b>
<b>6.3</b>	<b>Administrative Structures</b>
<b>6.4</b>	<b>Specifications for Data Management and Information Systems Capacity/Compatibility, Security Procedures, Data Collection, Project Management and Report Specifications</b>

## TABLE OF CONTENTS:

<b>6.4 continued</b>	<b>A. Specifications for Data Management and Information Systems Capacity/Compatibility, Security Procedures, Data Collection, Project Management and Report Specifications</b> <b>B. Security Compliance</b> <b>C. Data Collection</b> <b>D. Project Management</b> <b>E. Report Specifications</b>
<b>6.5</b>	<b>Specifications of Scopes of Work and Deliverables for Component One and Component Two</b>
<b>SECTION VII.</b>	<b><u>BUSINESS CONTINUITY PLAN</u></b>
<b>SECTION VIII.</b>	<b><u>PROPOSAL FORMAT AND STRUCTURE</u></b>
<b>8.1</b>	<b>Complete Proposal Content Requirements</b>
<b>8.2</b>	<b>Organizational Structure of the Proposal</b>
<b>8.3</b>	<b>Attachment A Requirements</b>
<b>8.4</b>	<b>Cost Proposal (Attachment C) Requirements</b>
<b>SECTION IX.</b>	<b><u>CRITERIA FOR PROPOSAL EVALUATION AND SELECTION</u></b>
<b>9.1</b>	<b>Scoring of Proposals</b> <b>A. Phase I. Review – Initial Qualifying Criteria for Both Components</b> <b>B. Phase II. Review – Criteria for Scoring the Completed Technical Proposal for Component One</b> <b>Phase II. Review – Criteria for Scoring the Completed Technical Proposal for Component Two</b> <b>C. Phase III. Review – Criteria for Considering the Cost Proposal for Component One</b> <b>Phase III. Review – Criteria for Considering the Cost Proposal for Component Two</b> <b>D. Phase IV. MBE Scoring Criteria for Each Components</b> <b>E. Final Stages Of Evaluation For Each Component</b> <b>F. Travel Reimbursement</b>
<b>9.2</b>	<b>Veteran-Friendly Business Enterprise Program</b>
<b>9.3</b>	<b>Review Process Exceptions</b>
<b>SECTION X.</b>	<b><u>PROTEST PROCEDURE</u></b>
<b>10.1</b>	<b>Protests</b>
<b>10.2</b>	<b>No Obligation to Award</b>
<b>SECTION XI.</b>	<b><u>CONDITIONS AND OTHER REQUIREMENTS</u></b>
<b>11.1</b>	<b>Interview/Demonstration</b>
<b>11.2</b>	<b>Start Work Date</b>
<b>11.3</b>	<b>Trade Secrets Prohibition; Public Information Disclaimer</b>
<b>11.4</b>	<b>Contractual Requirements</b>
<b>11.5</b>	<b>Public Release of Evaluations and/or Reports</b>
<b>11.6</b>	<b>Ethical and Conflict of Interest Requirements</b>
<b>11.7</b>	<b>Americans with Disabilities Act (ADA)</b>

<b>11.8</b>	<b>Confidentiality and Health Insurance Portability and Accessibility Act (HIPAA) Requirements</b>
<b>11.9</b>	<b>Unresolved Findings for Recovery (ORC 9.24), Labor Practices, and Debarments</b>
<b>11.10</b>	<b>Mandatory Contract Performance Disclosure</b>
<b>11.11</b>	<b>Mandatory Disclosure of Governmental Investigations</b>
<b>11.12</b>	<b>MBE Subcontracting Requirements</b> <b>A. Sheltered Solicitation</b> <b>B. MBE Subcontractor Percentage</b>
<b>SECTION XII.</b>	<b><u>APPENDICES AND ATTACHMENTS</u></b>
<b>1.</b>	<b>Appendix A – Component One Deliverables</b>
<b>2.</b>	<b>Appendix B – Component Two Deliverables</b>
<b>3.</b>	<b>Attachment A1 to A4 – Required Supplier Information and Certifications and Affirmations</b>
<b>4.</b>	<b>Attachment B – Technical Proposal Score Sheets for Component One and</b>
<b>5.</b>	<b>Component Two</b>
<b>6.</b>	<b>Attachment C – Cost Proposal Forms for Component One and Component Two</b>
<b>7.</b>	<b>Attachment D- MBE Score Sheet(s)</b>
<b>8.</b>	<b>Supplement N</b>
<b>9.</b>	<b>ODM Model Contract</b>

**END OF TABLE OF CONTENTS**

**OHIO DEPARTMENT OF MEDICAID  
REQUEST FOR PROPOSALS (RFP):  
EXTERNAL QUALITY REVIEW SERVICES  
ODMR-1819-1011**

**SECTION I. PURPOSE**

**1.1 General Overview**

The Ohio Department of Medicaid (ODM) releases this Request for Proposals (RFP) for the purpose of obtaining up to two qualified supplier(s), to perform independent external quality review (EQR) services that consist of mandatory and optional activities (e.g., administrative compliance assessments, validation of performance improvement activities, encounter data validation studies, and consumer satisfaction surveys) for Medicaid health plans that are contracted with ODM. Information obtained from the independent EQR is used to assess the quality, accessibility, and timeliness of services that Medicaid health plans provide to their enrolled members. The results of the annual independent EQR are also used to ensure ODM's compliance with federal requirements to arrange for an external, independent evaluation of contracted health plans and to adhere to reporting requirements as specified in the Code of Federal Regulations (CFR) Title 42 § 438 Subpart E. The selected supplier(s) will also provide ODM and its contracted health plans with technical assistance, national expertise, and other support to improve the overall performance of the managed care delivery system.

This RFP consists of two independent Components. Component One pertains to Performance Evaluation and Improvement. Component Two pertains to Administrative Compliance. Each Component has separate and distinct supplier qualifications and requirements. Each Component may be served by a different supplier, although it is possible that one supplier may serve both Components if it is determined to be the most qualified based on proposal submission and scoring. Suppliers may submit a proposal for either Component One or Component Two, or suppliers may submit separate proposals for both Components.

Supplier proposals must clearly demonstrate the supplier's capability of providing services as described in this RFP. If the supplier is proposing the use of subcontractor(s), the supplier must identify the subcontractor(s) and provide evidence of the subcontractor(s)' certification(s) and qualifications (See Section 5.2).

For the purpose of this RFP, the term "supplier" shall be defined as an organization interested in this opportunity. The terms "bid" and "proposal" may be used interchangeably to indicate materials submitted to ODM by a supplier to be considered by ODM for award of a contract for services described in this RFP. The terms "Contractor" and "selected supplier" may be used interchangeably in reference to a supplier selected by ODM through this RFP for a contract award.

**1.2 Background**

ODM is the single state agency responsible for the implementation and administration of the Ohio Medical Assistance Program authorized under Title XIX of the Social Security Act (also referred to as Medicaid) and Title XXI of the Social Security Act (also referred to as the State Children's Health Insurance Program (SCHIP)) implemented in Ohio as a Medicaid expansion program. Medicaid and SCHIP are federal and state funded assistance programs that provide health care coverage to certain low-income and medically complex individuals. Ohio operates a combined Medicaid and SCHIP program.

Medicaid provides healthcare coverage to low income children and adults, pregnant women, and children and adults with disabilities throughout the state of Ohio. Ohio purchases and delivers most health care services through a managed care model. The traditional fee-for-service model is also used to service a small portion of the Medicaid population.

ODM has incorporated the use of managed care for the provision of primary and acute care services to Medicaid individuals since 1978. The managed care model was implemented as a means to improve access, quality, and continuity of care; enhance provider accountability; and achieve greater cost predictability in the state Medicaid program. Through risk-based contracts, managed care plans (MCPs) are reimbursed on a per-member, per-month capitated basis and assume the risk for all medical benefits and administrative costs (e.g., care management, call centers). Participating health plans must be licensed as Health Insuring Corporations through the Ohio Department of Insurance. Requirements for the Medicaid Managed Care Program are found within the ODM-MCP Provider Agreement, the Ohio Administrative Code (OAC), the Ohio Revised Code (ORC), and the CFR.

Beginning in July 2005, Ohio was permitted by the Centers for Medicare and Medicaid Services (CMS) to operate the Medicaid Managed Care program as a 1932(a) state plan option. This laid the groundwork for a major expansion of the program beginning in 2006. In an attempt to reduce the growth of Medicaid spending while improving the delivery of health care services, the Ohio legislature (in Ohio's State Fiscal Year (SFY) 2006-2007 budget bill) mandated a statewide expansion of the program, mandatory enrollment (with some exceptions), and coverage of a portion of the Aged, Blind, Disabled (ABD) population. Under this expansion, managed care enrollment increased by roughly 700,000 consumers (500,000 Covered Families and Children (CFC) and 120,000 ABD). Upon completion of the expansion in 2007, approximately 1.2 million ABD and CFC consumers were being served by seven MCPs across all of Ohio's 88 counties.

In January 2012, ODM announced its intention to redesign the Medicaid Managed Care Program and released a Request for Applications (RFA) to select a limited number of MCPs to serve Medicaid individuals under the new program. Changes to the program reduced the state's administrative service regions from eight to three, and combined coverage for the CFC and ABD populations, covered a portion of the children with disabilities population, required plans to meet higher standards on national performance measures, and required plans to develop provider incentives aimed at improving quality of care and health outcomes. This redesigned Medicaid Managed Care Program aims to improve health outcomes and care coordination, simplify program administration, encourage market stability, preserve current utilization patterns and offer consumers more choice. As of July 1, 2017, five MCPs provide services to all three regions.

In December 2012, Ohio announced that it reached an agreement with CMS on a new initiative to better coordinate care for individuals eligible for both Medicare and Medicaid. This new initiative is named MyCare Ohio. Ohio uses a managed care approach to comprehensively manage a full continuum of benefits, including behavioral, primary/acute, and long term services and supports. MyCare Ohio launched as a three year demonstration project covering 29 counties and approximately 114,000 individuals. It was later approved for five years and is slated to end in 2019. ODM is exploring opportunities to extend MyCare Ohio. Five health plans (also referred to as MCOPs) were competitively selected to participate in the MyCare Ohio Program and help to manage and coordinate the care for these individuals.

In January 2014, ODM expanded Medicaid coverage to individuals making up to 138 percent of the federal poverty level. As of August 2016, these adult extension members, including those eligible for home and community-based services waivers, receive services from one of the five MCPs serving Ohio.

Beginning in January 2017, all individuals enrolled in the Bureau of Children with Medical Handicaps (BCMh) program, Children in Custody and Children Receiving Adoption Assistance, and Breast and Cervical Cancer Project recipients began receiving Medicaid benefits through one of the five MCPs. As of March 2018, there were 2,488,643 individuals enrolled in Medicaid and SCHIP – an increase of about 20 percent since 2013. ODM anticipates the managed care population will continue to grow with the implementation of reforms (e.g. moving additional populations into managed care).

ODM developed a statewide Ohio Medicaid Quality Strategy (Quality Strategy) to serve as a framework to communicate Ohio's approach for ensuring that timely access to high quality health care services is provided in a cost-effective, coordinated manner for all individuals served by Ohio Medicaid. The Quality Strategy, which is based on the U.S. Department of Health and Human Services' (HHS) "National Quality Strategy for Quality Improvement in Health Care," aligns with the State Health Improvement Plan, and is implemented across all of Ohio's Medicaid programs. The Quality Strategy takes a population health management approach, which customizes outcome improvement strategies depending on risk level and population stream.

Medicaid members are divided into the following population streams:

1. Healthy Children and Adults;
2. Women's Health;
3. Behavioral Health; and
4. Chronic Conditions.

Each of these streams takes into account the unique characteristics of that population and stratifies the members within it by risk level to help focus care, quality, and improvement. Furthermore, priorities have been established within these streams, based on the latest research, to rapidly improve health outcomes and increase effectiveness of care. Goals have been selected in each of the priority areas that will focus Ohio's efforts in the next three to five years. These priorities are outlined below:

1. Maintain health among members with preventive screenings and well care;
2. Improve pre-term birth and decrease infant mortality rates;
3. Integrate behavioral and physical health care;
4. Use appropriate prescribing for behavioral health conditions; and
5. Promote good management of chronic conditions including asthma, diabetes, and hypertension.

### **1.3 Overview of Project**

States that operate Medicaid managed care programs are required by the Social Security Act to arrange for an independent, external evaluation of contracted health plans. Given this, ODM is required to contract with one or more independent organizations to conduct annual external quality reviews of the quality, accessibility, and timeliness of services provided to Medicaid individuals served by health plans.

Ohio's external quality review (EQR) process will include mandatory activities and optional activities specified in 42 CFR § 438.358. Information from Ohio's EQR process will be used to produce the



federally required annual detailed technical report that aggregates and analyzes data to draw conclusions about the timeliness, accessibility, and quality of services furnished by the MCPs and MCOPs; an assessment of the plans' performance with respect to the three aforementioned areas; comparative information about plans when appropriate; recommendations for improving the quality of health care furnished to Ohio's Medicaid enrollees; and an assessment of the degree to which each plan has effectively addressed the prior years' EQR recommendations. Results from the EQR will also be used to monitor plans' compliance with state and federal regulations, to evaluate the effectiveness and impact of the Quality Strategy and to enhance the administration of the Medicaid Managed Care Program and the MyCare Ohio Program.

#### 1.4 **Objectives**

There are two main objectives of this project: 1) to perform external quality review activities (mandatory and optional) and produce associated deliverables to assure Ohio Medicaid's compliance with CMS requirements; and 2) to provide ODM and health plans with technical assistance and national expertise to efficiently and effectively administer the Medicaid managed care programs.

#### 1.5 **Program Resource Library**

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

### SECTION II. **PROCUREMENT PROCESS INFORMATION**

#### 2.1 **Anticipated Procurement Timetable**

DATE	EVENT/ACTIVITY
July 12, 2018	ODM releases RFP on ODM and DAS websites; Question & Answer (Q&A) period opens. - RFP becomes active; suppliers may submit inquiries for RFP clarification.
August 12, 2018	Q&A period for supplier questions closes at 8 a.m. on this date. - <b>No further inquiries for RFP clarification will be accepted.</b>
<b>4:00 p.m.</b> September 18, 2018	<b>Deadline for suppliers to submit proposals to ODM (4 p.m.).</b> - This begins the ODM process of proposal review. <b>LATE BIDS WILL NOT BE CONSIDERED. NO EXCEPTIONS WILL BE MADE.</b>
October 22, 2018	ODM issues contract award notification letter (estimated). - <b>Suppliers that submitted proposals in response to this RFP will be sent letters stating whether their proposal was selected for award of the contract.</b>
November 19, 2018	Controlling Board review of contract ( <i>estimated</i> ). - <b>Contract with the selected supplier may require review and approval.</b>

January 1, 2019	Implementation <i>(estimated - following notification of all contractual and funding approvals)</i> . <b>- ODM contracts are not valid and effective until the Ohio Office of Budget &amp; Management approves the purchase order.</b>
July 1, 2021 through June 30, 2023 and July 1, 2023 through June 30, 2025	Possible contract(s) renewal period.

ODM reserves the right to revise this schedule if needed and/or to comply with the State of Ohio procurement procedures and regulations.

In accordance with ORC § 126.07, ODM contracts are not valid and enforceable until the Office of Budget and Management (OBM) certifies the availability of appropriate funding, as indicated by the approval of the Purchase Order (PO). The selected supplier may neither perform work nor submit an invoice for payment for work performed for this project for any time period prior to the PO dispatch date. ODM will notify the selected supplier when the requirements of ORC § 126.07 have been met and send them a copy of the PO.

Subject to Controlling Board approval, the contract period(s) are expected to run from approximately January 2, 2019 through June 30, 2019, July 1, 2019 through June 30, 2021, with the possibility for two renewal contracts that would be in effect from July 1, 2021 through June 30, 2023, and July 1, 2023 through June 30, 2025, contingent upon satisfactory performance, continued availability of funding, and all required approvals. Renewal contracts may be subject to approval by the Controlling Board.

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

Potential suppliers or other interested parties may submit clarifying questions regarding this RFP during the Q&A Period as outlined in Section II, Anticipated Procurement Timetable, by using the following Internet process:

1. Access the ODM Web Page at <http://medicaid.ohio.gov>;
2. Go to the “Resources” tab and select “Legal and Contracts”;
3. Select “RFPs”, then under “Current Opportunities” select the appropriate posting;
4. Provides access to the posting on the DAS website;
5. Select the “Submit Inquiry” option button; and
6. Provide requested information and submit question.

Questions about this RFP must reference the relevant section of the RFP, the heading for the provision under question, and the page number where the provision can be found. The name of a representative of the potential supplier (or other interested party), the company name, phone number, and e-mail address must be provided to submit an inquiry. ODM may, at its option, disregard any questions which do not appropriately reference a RFP provision or location within the RFP, or which do not include identification of the originator of the question. Questions submitted after **8:00 a.m.** on the date the Q&A period closes will not be answered.

ODM’s responses to all questions asked via the Internet will be posted on the Internet website dedicated to this RFP for public reference by any interested party. ODM will not provide answers directly to the

suppliers (or any interested party) that submitted questions. ODM is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

Questions submitted may be no more than 4,000 characters in length, but there is no limit on the number of questions that may be submitted. ODM's answers may be accessed by following the instructions above, but rather than selecting "Submit Inquiry," suppliers and others should select "View Q and A." ODM strongly encourages suppliers to ask questions early in the Q&A period so that answers can be posted with sufficient time for follow-up questions.

Supplier proposals in response to this RFP are to take into account any information communicated by ODM in the Q&A process for the RFP. **It is the responsibility of all potential suppliers to check this site on a regular basis for responses to questions, as well as for any amendments, alerts, or other pertinent information regarding this RFP.** Once submitted questions have been answered, responses are clearly identified on the website dedicated to this RFP.

Requests for copies of any previous RFPs, Request for Letterhead Bids (RLBs), etc. or for past supplier proposals, score sheets or contracts for this or similar past projects are not clarification questions regarding the present RFP, but are Public Records Requests (PRRs), and should be submitted to: [mcdlegal@medicaid.ohio.gov](mailto:mcdlegal@medicaid.ohio.gov).

If suppliers experience technical difficulties accessing the DAS website where the RFP and its related documents are published, they may contact the ODM Office of Contracts and Procurement (OCP), RFP/RLB Unit, at (614) 752-5284 for guidance.

### **2.3 Communication Prohibitions**

From the date this RFP is issued until a contract is awarded, there may be no communications concerning the RFP between any supplier and any employee, contractor, or subcontractor of ODM, who is in any way involved in the development of the RFP or the selection of the contractor.

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section 2.2, Internet Question & Answer (Q&A) Period; RFP Clarification Opportunity;
2. As necessary in any pre-existing or on-going business relationship between ODM and any supplier that could submit a proposal in response to this RFP; and
3. As part of any supplier interview process or proposal clarification process initiated by ODM, which ODM deems necessary in order to make a final selection.

ODM is not responsible for the accuracy of any information regarding this RFP that is obtained or gathered through a source other than the Q&A process described in this RFP. Any attempts at prohibited communications by suppliers may result in the disqualification of those suppliers' proposals.

If interested suppliers need to communicate regarding this RFP, they must contact ODM using one of the mechanisms above. Suppliers are cautioned that communication attempts which do not comply with these instructions will not be answered, and that ODM will not consider any proposals submitted to any address

other than the one provided in this RFP. Any communication considered prohibited, or proposals not submitted to the proper address, may disqualify suppliers from participation in this RFP.

## **2.4 Amendments to the RFP**

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

## **SECTION III. COMPONENT ONE SUPPLIER QUALIFICATIONS AND EXPERIENCE:**

### **Component One – Performance Evaluation and Improvement**

#### **3.1 Mandatory Supplier Qualifications**

In order to be considered for the contract expected to result from this RFP, ODM requires that interested suppliers **MUST** meet, at minimum, **ALL** the following qualification requirements:

- A. Demonstrate at least three years of experience in the following areas:
  - 1. Medicaid beneficiaries, policies, data systems and processes;
  - 2. Managed care delivery systems, organizations, and financing;
  - 3. Quality assessment and performance improvement methods;
  - 4. Rapid Cycle Quality Improvement Science methods;
  - 5. Research design, methods and statistical analysis;
  - 6. Health systems reform;
  - 7. Payment reform strategies;
  - 8. Value-based purchasing;
  - 9. Population Health management; and
  - 10. Care coordination/management strategies.
- B. Have assigned, or proposed staff who are, or have a subcontract with, a qualified organization that is, designated as a National Committee for Quality Assurance (NCQA) - certified Healthcare Effectiveness Data and Information Set (HEDIS) Compliance Auditor. Suppliers must include a copy of their NCQA Recognition Certificate which provides the name of the certified supplier/subcontractor/individual, an effective date and an expiration date of the certification;

- C. Have the designation as, or a subcontract with, a qualified organization that is designated as an NCQA-certified HEDIS Consumer Assessment of Healthcare Providers and Systems (CAHPS) Survey Supplier. Suppliers must include a copy of their NCQA Recognition Certificate which provides the name of the supplier/subcontractor/individual, an effective date and an expiration date of the certification;
- D. Must demonstrate information technology systems that are capable of receiving, storing transferring, protecting, organizing, managing, manipulating, and analyzing large data sets that cover a population of approximately three million individuals;
- E. Must demonstrate the capacity to support the volume and type of data as demonstrated in Section 6.4 of this RFP with the ability to accommodate 20 percent annual growth;
- F. Must demonstrate how supplier will support the administrative, technical, and physical safeguards required by Health Insurance Portability and Accessibility Act (HIPAA);
- G. Must demonstrate independence from the state Medicaid Agency and health plans under review as required by 42 CFR § 438.354.
- H. Supplier(s) that may be awarded a contract resulting from this RFP are required to maintain a physical presence in Ohio throughout the term of the contract, including all renewal periods. Therefore, each supplier must either demonstrate in its proposal that it currently has a physical presence in Ohio or demonstrate concrete plans for establishing a physical presence, to include the actual or proposed location (i.e., building/facility street address, city, and zip code) of the supplier's presence. Supplier proposals must identify the date the location will be occupied, work to be performed for this project at that location, and supplier personnel, either by staff name or function that will operate from the Ohio location. ODM reserves the right, at its sole discretion, to reject any proposals which fail to comply with this requirement.
- I. Meet the requirements in Attachment A: A1- Required Supplier Information, A2- Supplier and Grantee Ethics Certification, A3- Location of Business and Offshore Declaration Form, and A4- Affidavit of Non-Collusion and affirm the following:
  - 1. The review and understanding of Ohio ethics and conflict of interest laws, as found in Chapter 102 and §§ 2921.42 and 2921.43 of the ORC;
  - 2. Confirmation of not being excluded from entering in a contract with ODM due to restrictions related to the federal debarment list, unresolved findings under ORC §9.24 and unfair labor findings pursuant to ORC §121.23;
  - 3. Compliance with the requirement to maintain a complete affirmative action plan, or accept the State's plan, and be in compliance with ORC § 125.111 prior to being awarded a contract. Suppliers should review these requirements at the following DAS website:  
<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionEqualEmploymentOpportunity.aspx>; and
  - 4. Acknowledgement that, pursuant to ORC 9.76, a state agency may not enter into or renew a contract for supplies, equipment or services with a company that operates to

earn a profit unless that company certifies that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade. Supplier agrees to notify ODM immediately if it boycotts a jurisdiction with whom the State of Ohio can enjoy open trade.

- J.** Submission with proposal of a selected Ohio certified Minority Business Enterprise (MBE) subcontractor, along with a copy of their Ohio MBE certification letter, assigned, at a minimum, job duties that will equate to 15 percent of the total dollar amount of the contract per state fiscal year (SFY). This requirement is further described in Section XI; and
- K.** If the submitting organization is a State of Ohio MBE, Encouraging Diversity, Growth and Equity (EDGE) supplier, or a Veteran Business Enterprise (VBE), provide copy of current certification from DAS.

**Suppliers who do not meet ALL the above requirements will be disqualified from further consideration for contract award for Component One. Additionally, the Technical Proposal Score Sheet (Attachment B) identifies mandatory criteria, all of which must be met in Phase I of the evaluation process for the proposal to be accepted for full scoring.**

**3.2 Organizational Experience and Capabilities** – Proposals should demonstrate significant organizational expertise. Proposals must include, at a minimum, the following demonstrated experience as detailed below. As part of the evaluation process, suppliers are to provide the following information to be scored by ODM:

- A.** A brief description (i.e., no more than five, single-spaced pages) of the organization's history and current operations in Ohio and the United States, including an identification of the states (i.e., state Medicaid agencies) with which the supplier contracted or currently contracts to conduct external quality review activities for Medicaid managed care. Include any subcontractor(s) contribution to the contract in the response;
- B.** The total number of corporate years and the total number of staff years, separately, that the organization and staff have been performing external quality review activities (as specified in 42 CFR § 438.358) for each state contract identified in response to Section 3.2.A;
- C.** For each state listed in Section 3.2., A. that the organization holds/held a contract with, to conduct external quality review activities for Medicaid managed care, indicate if the organization has/had an office located in, and hires/hired residents of, each state.

**This Activity section requires a response from supplier(s) within their technical proposal submission, and is an evaluated section of the Technical Proposal scoresheet (Attachment B). Suppliers may submit a description of a project completed for a non-EQR contract. In the response, the supplier should provide all applicable information for the contract for which the service was performed. The response for each Activity (a. through h.) below shall not exceed two, single-spaced pages.**

- D.** A description of the supplier's experience in performing activities that are congruous with activities and deliverables that ODM will require under the contract expected to result from this RFP. For each activity listed below (Activities a. through h.), the supplier shall provide the requested information for all states contracted with that are identified in 3.2., A., and at

a minimum, address each of the following components (1 through 3) for each Activity below:

1. Effective dates of the state contract (i.e., current/prior);
2. Total years that the activity is/was performed for the state; and
3. A brief description of the activity conducted including the list of Deliverables produced for the state.

Please provide a response for the following Activity:

**Activity:**

- a. Analyzing Medicaid consumer survey data that involves developing a sampling plan, selecting/developing survey instruments, utilizing strategies to increase response rates, adhering to survey administration protocols, developing and following a data analysis plan that includes statistical significance testing (when appropriate), and producing report(s) of findings for the State.
- b. Conducting encounter data validation studies which compare services documented in clinical documentation and/or health plan encounter data with administrative data (i.e., state or health plan) that involves using a standardized data collection tool or evaluation methodology, developing a sampling plan, adhering to data collection procedures; and producing a report of findings to the State.
- c. Validation of performance improvement projects (PIPs) according to protocols established by CMS.
- d. Analysis and validation of HEDIS-audited data reported by health plans consistent with protocols established by CMS for performance measure validation.
- e. Calculation of quality performance measures by developing/adhering to measure methodologies (e.g., HEDIS, state-developed), developing programming code in SAS or other programming application, and producing rates for the State.
- f. Conducting statistical analyses to evaluate the effectiveness of programs and/or quality improvement initiatives that include identifying and utilizing the most appropriate statistical techniques and software, developing statistical programming and reporting findings to the State.
- g. Developing, implementing, maintaining, troubleshooting, and modifying/enhancing a “data dashboard” that tracks key performance indicators to monitor a program and/or initiative and provides comparative analyses of current data and/or historical trends.
- h. Developing, implementing, maintaining, and modifying/enhancing a performance scorecard to evaluate the performance of health plans and/or providers using a standardized scoring methodology and a meaningful rating system (e.g., stars, letter grades).

### **3.3 Staff Experience and Capabilities**

Supplier(s) will be expected to allocate specific positions to support this project and demonstrate that individuals assigned to these positions have the expertise, experience and knowledge as required by ODM. The supplier must provide resumes or curriculum vitae's for individuals the supplier will assign to the positions specified below upon submission of their proposal. Resumes or curriculum vitae's must be submitted for the following positions (A. through G.):

- A. Project Director (PD)** (this position is required to be located within Columbus, Ohio and exclusive to the Ohio EQR contract) who has at least:
  - 1. A Master's degree (e.g., Business Administration, Public Administration, Health Services Administration), commensurate experience may be considered;
  - 2. A Project Management Professional (PMP) Certification, preferred;
  - 3. Five years of health-care related experience;
  - 4. Five years of project/contract management experience; and
  - 5. Demonstrated knowledge of Ohio Medicaid managed care.
  
- B. Statistician** who has at least:
  - 1. A Master's degree preferred, in a related field (e.g., Statistics, Mathematics, Bio-Statistics), commensurate experience may be considered;
  - 2. Three years of health care related experience; and
  - 3. Five years of experience with complex statistical analyses, statistical programming, sampling methodologies, etc.
  
- C. Information Technology Director** who has at least:
  - 1. A Bachelor's degree preferred, in a related field (e.g., Computer Science, Database Administration), commensurate experience may be considered; and
  - 2. Five years of experience with the following activities: 1) managing a health care data warehouse for a large data set covering a population of 1,000,000 or more individuals; 2) providing role based access to multiple users for the receipt and exchange of data, ensuring system security and performance conform to industry standards; 3) performing information systems reviews; 4) providing technical assistance to users; and 5) designing, building, and maintaining complex business intelligence solutions (e.g., databases, scorecards, dashboards); 6) experience working with Tableau; 7) must demonstrate experience to drive data quality and accuracy checks; and 8) the ability to provide privacy and protection of data provided by ODM.
  
- D. Healthcare Data Analyst** who has at least:



1. A Master's degree in a related field (e.g., Health Services Administration, Public Health, Public Administration, or Business Administration), commensurate experience may be considered with approval by ODM; and
2. Five years of experience with healthcare claims data, HEDIS (or equivalent national measurement sets) quality measures, and explaining performance variation and trends in metrics.

**E. Quality Improvement Director who has at least:**

1. A Bachelor's degree in a related field (e.g., Nursing, Public Health, Health Administration), commensurate experience may be considered;
2. Five years of experience directing health systems-related quality improvement initiatives (e.g., clinical PIPs);
3. Demonstrated knowledge of applicable state and federal quality standards and regulations;
4. Minimum of three years of healthcare and managed care experience;
5. Demonstrated experience using the Model for Improvement (PDSA-Plan, Do, Study, Act) is preferred; and
6. Demonstrated experience leading/facilitating quality improvement activities.

**F. Medical Director who has at least:**

1. Is a currently licensed Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.);
2. Has at least five years of experience serving a Medicaid population.
3. Has demonstrated knowledge of population health, managed care delivery systems quality improvement, healthcare transformation, value-based purchasing; care management/care coordination models; and
4. ODM prefers that the Medical Director also has at least three years of experience with behavioral healthcare.

### **3.4 Engagement:**

**This Engagement section requires a response from supplier(s) within their technical proposal submission, and is an evaluated section of the Technical Proposal scoresheet (Attachment B). ODM considers active, collaborative engagement at all levels to be important. As such, ODM expects the following:**

- A.** Supplier must submit a staffing plan that focuses on staffing consistency and includes a staff retention plan as well as the assignment of long-term project leads.

- B. A Project Lead with project management responsibility shall be assigned for each Deliverable.
- C. During all phases of the project life cycle (e.g., initiation, planning, execution, monitoring and control, and closure), including key decision making points fundamental to project execution and the presentation of key findings and recommendations, assigned project leads, the Project Director, and other relevant supplier staff will participate in person with ODM. Other in-person collaboration may be required and will be determined as needed.
- D. The Project Director will take an active role in overseeing all aspects of the Scopes of Work and Deliverables. The PD will also identify overlaps/dependencies in Scopes of Work to assure effective execution. This will include attending (in person or by phone) most meetings that occur between ODM project staff and supplier project staff.
- E. The Project Director will meet weekly (in person or by phone) with the ODM Contract Manager.
- F. A Project Lead with project management responsibility shall be assigned for each Scope of Work.
- G. Weekly open office hours will be arranged to be held on-site at ODM. Supplier and ODM will collaborate to create a schedule as to what key staff will need office hours and what the hours will be. The required staff and schedule may change depending on the demands of individual Scopes of Work.

**Important:** It is the affirmative responsibility of the supplier submitting a proposal to remove all personal confidential information (such as home addresses and social security numbers) of supplier staff and/or of any subcontractor and subcontractor staff from resumes or any other part of the proposal package. Following submission to ODM, all proposals submitted may become part of the public record. ODM reserves the right to disqualify any supplier whose proposal is found to contain such prohibited personal information.

## **SECTION IV. COMPONENT TWO SUPPLIER QUALIFICATIONS AND EXPERIENCE:**

### **Component Two – Administrative Compliance**

#### **4.1 Mandatory Supplier Qualifications**

In order to be considered for the contract expected to result from this RFP, ODM requires that interested suppliers **MUST** meet, at minimum, **ALL** the following qualification requirements:

- A. Demonstrate at least three years of experience in the following areas:
  1. Medicaid beneficiaries, policies, data systems and processes;
  2. Managed care delivery systems, organizations, and financing;
  3. Quality assessment and performance improvement methods;

4. Research design, methods and statistical analysis;
  5. Health systems reform;
  6. Compliance evaluation;
  7. Value-based purchasing; and
  8. Care coordination/management strategies.
- B.** Have assigned or proposed staff who are, or have a subcontract with a qualified organization that is designated as a NCQA-certified Healthcare Effectiveness Data and Information Set (HEDIS) Compliance Auditor. Suppliers must include a copy of their NCQA Recognition Certificate which provides the name of the supplier/subcontractor/individual, an effective date and an expiration date of their certification;
- C.** Have designation as, or a subcontract with, a qualified organization that is designated as a NCQA-certified HEDIS Consumer Assessment of Healthcare Providers and Systems (CAHPS) Survey Vendor. Suppliers must include a copy of their NCQA Recognition Certificate which provides the name of the supplier/subcontractor/individual, an effective date and an expiration date of their certification;
- D.** Must demonstrate information technology systems that are capable of receiving, storing transferring, protecting, organizing, managing, manipulating, and analyzing large data sets that cover a population of approximately three million individuals;
- E.** Must demonstrate the capacity to support the volume and type of data as demonstrated in Section 6.4 of this RFP with the ability to accommodate 20 percent annual growth;
- F.** Must demonstrate how supplier will support the administrative, technical, and physical safeguards required by Health Insurance Portability and Accessibility Act (HIPAA);
- G.** Must demonstrate independence from the state Medicaid Agency and health plans under review, as required by 42 CFR § 438.354;
- H.** Supplier(s) that may be awarded a contract resulting from this RFP are required to maintain a physical presence in Ohio throughout the term of the contract, including all renewal periods. Therefore, each supplier must either demonstrate in its proposal that it currently has a physical presence in Ohio or demonstrate concrete plans for establishing a physical presence, to include the actual or proposed location (i.e., building/facility street address, city, and zip code) of the supplier's presence. Supplier proposals must identify the date the location will be occupied, work to be performed for this project at that location, and supplier personnel, either by staff name or function that will operate from the Ohio location. ODM reserves the right, at its sole discretion, to reject any proposals which fail to comply with this requirement;
- I.** Meet the requirements in Attachment A: A1- Required Supplier Information, A2- Supplier and Grantee Ethics Certification, A3- Location of Business and Offshore Declaration Form, and A4- Affidavit of Non-Collusion and affirm the following:

1. The review and understanding of Ohio ethics and conflict of interest laws, as found in Chapter 102 and §§ 2921.42 and 2921.43 of the ORC;
  2. Confirmation of not being excluded from entering in a contract with ODM due to restrictions related to the federal debarment list, unresolved findings under ORC § 9.24 and unfair labor findings pursuant to ORC §121.23;
  3. Compliance with the requirement to maintain a complete affirmative action plan, or accept the State's plan, and be in compliance with ORC § 125.111 prior to being awarded a contract. Suppliers should review these requirements at the following DAS website:  
<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionEqualEmploymentOpportunity.aspx>; and
  4. Acknowledgement that, pursuant to ORC 9.76, a state agency may not enter into or renew a contract for supplies, equipment or services with a company that operates to earn a profit unless that company certifies that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade. Supplier agrees to notify ODM immediately if it boycotts a jurisdiction with whom the State of Ohio can enjoy open trade.
- J.** Submission with proposal of a selected Ohio certified Minority Business Enterprise (MBE) subcontractor assigned, at a minimum, job duties that will equate to 15 percent of the total dollar amount of the contract per state fiscal year (SFY). This requirement is further described in Section XI; and
- K.** If the submitting organization is a State of Ohio Minority Business Enterprise (MBE), Encouraging Diversity, Growth and Equity (EDGE) supplier, or Veteran Business Enterprise (VBE), provide copy of current certification from DAS.

**Suppliers who do not meet ALL the above requirements may be disqualified from further consideration for contract award for Component Two. Additionally, the Technical Proposal Score Sheet (Attachment B) identifies mandatory criteria, all of which must be met in Phase I of the evaluation process for the proposal to be accepted for full scoring.**

**4.2 Organizational Experience and Capabilities** – Proposals should demonstrate significant organizational expertise. Proposals must include, at a minimum, the following demonstrated experience as detailed below. As part of the evaluation process, suppliers are to provide the following information to be scored by ODM:

- A.** A brief description (i.e., no more than five, single-spaced pages) of the organization's history and current operations in Ohio and the United States, including an identification of the states (i.e., state Medicaid agencies) with which the supplier contracted or currently contracts to conduct external quality review activities for Medicaid managed care. Include any subcontractors in the response.
- B.** The total number of corporate years and the total number of staff years, separately, that the organization and staff have been performing external quality review activities (as specified in 42 CFR § 438.358) for each state contract identified in response to Section 4.2., A.

- C. For each state listed in Section 4.2., A. that the organization holds/held a contract with to conduct external quality review activities for Medicaid managed care, indicate if the organization has/had an office located in, and hires/hired residents of, each state.

**This Activity section requires a response from supplier(s) within their technical proposal submission, and is an evaluated section of the Technical Proposal scoresheet (Attachment B). Suppliers may submit a description of a project completed for a non-EQR contract. In the response, the supplier should provide all applicable information for the contract for which the service was performed. The response for each Activity (a. through g.) below shall not exceed two, single-spaced pages.**

- D. A description of the supplier's experience in performing activities that are congruous with activities and deliverables that ODM will require under the contract expected to result from this RFP. For each activity listed below (Activities a. through g.), the supplier shall select the state as identified in 4.2., A., and at a minimum, address each of the following components (1 through 3) for each Activity below:
1. Effective dates of the state contract (i.e., current/prior);
  2. Total years that the activity is/was performed for the state; and
  3. A brief description of the activity conducted including the list of deliverables produced for the state.

Please provide a response for the following Activity:

**Activity:**

- a. Evaluation of health plan compliance with state and federal Medicaid managed care regulations using a standardized data collection tool and multiple data collection methods (e.g., staff interviews, on-site reviews, desk reviews), aggregating and analyzing findings, and presenting health plan level findings regarding compliance with the administrative standards to the State;
- b. Comparison of two different sources of data/information in order to generate a rate of agreement between the two data sources (e.g., health plan care management clinical documentation and data reported by the plan to a state care management database, health plan's provider directory versus contact information reported on a provider survey) using a standardized data collection tool and presenting the findings to the State;
- c. Assessment of health plans' information systems capabilities with respect to data collection, analysis, integration, management, and reporting using a standardized assessment tool and multiple data collection methods (e.g., staff interviews, desk reviews, on-site reviews), and identification of any problems that may impact the state's ability to monitor health plan performance;
- d. Abstraction of data from electronic/paper medical records, care management files, grievances, provider contracts, etc. at the provider or health plan level that involves using a standardized data collection tool, development of abstractor training materials, and calculation of inter-rater reliability;

- e. Completion of an external quality review technical report as specified in 42 CFR Part 438.364;
  - f. Completion of a 1915(b) independent waiver assessment per Section 2111(B) of the State Medicaid Manual, following guidance set forth in “Section 1915(b) Waiver Program Independent Assessments: Guidance to States” (US Dept. of Health and Human Services, 1998) (<https://www.medicaid.gov/Federal-Policy-Guidance/downloads/smd122298.pdf>); and
  - g. Provider monitoring – developing evaluation methodologies, structured questionnaires, and other tools for conducting desk and on-site reviews of healthcare providers, generating reports that include scoring/ranking criteria, compliance determinations, identification of areas for improvement, and the development of recommendations for improvement.
- E.** If the organization is an Encouraging Diversity, Growth and Equity (EDGE) , Minority Business Enterprise (MBE) business, or Veteran-friendly business enterprise (VBE), provide a photocopy (or other independently verifiable evidence) of the current certification. Additional consideration will be given to suppliers that are certified in the State of Ohio as EDGE or MBE.
- F.** Provide a written, signed affirmation that clinical review teams will be formulated for the purpose of conducting comprehensive care management reviews as part of Component Two Deliverable E and will be comprised of at least one registered nurse and one social worker. Furthermore, the signed affirmation must also state that when conducting care management reviews for the ICDS demonstration project, the clinical review team will include a staff person who has at least five years of experience with Medicaid long term care services and supports. Prior to initiation of reviews, the selected supplier will be required to provide ODM with the credentials of the persons who will perform this work and present them for ODM approval.

### **4.3 Staff Experience and Capabilities**

Suppliers will be expected to allocate specific positions to support this project and demonstrate that individuals assigned to these positions have the expertise, experience and knowledge as required by ODM. Suppliers must provide resumes or curriculum vitae’s for individuals the supplier will assign to the positions specified below. Resumes or curriculum vitae’s must be submitted for the following positions (A through G):

- A.** Project Director (PD) (this position is required to be located within Columbus, Ohio and exclusive to the Ohio EQR contract) who has at least:
- 1. A Master’s degree (e.g., Business Administration, Public Administration, Health Services Administration), commensurate experience may be considered;
  - 2. A Project Management Professional (PMP) Certification, preferred;
  - 3. Five years of health-care related experience;
  - 4. Five years of project/contract management experience; and
  - 5. Demonstrated knowledge of Ohio Medicaid managed care.

**B. Statistician who has at least:**

1. A Master's degree preferred, in a related field (e.g., Statistics, Mathematics, Bio-Statistics), commensurate experience may be considered;
2. Three years of health care related experience; and
3. Five years of experience with complex statistical analyses, statistical programming, sampling methodologies, etc.

**C. Information Technology Director who has at least:**

1. A Bachelor's degree preferred, in a related field (e.g., Computer Science, Database Administration), commensurate experience may be considered; and
2. Five years of experience with the following activities: 1) managing a health-care data warehouse for a large data set covering a population of 1,000,000 or more individuals; 2) providing role-based access to multiple users for the receipt and exchange of data, ensuring system security and performance conform to industry standards; 3) performing information systems reviews; 4) providing technical assistance to users; 5) designing, building, and maintaining complex business intelligence solutions (e.g., databases, scorecards, dashboards); 6) experience working with Tableau; and 7) must demonstrate the experience to drive data quality and accuracy checks and 8) the ability to provide privacy and protection of data provided by ODM.

**D. Healthcare Data Analyst who has at least:**

1. A Master's degree in a related field (e.g., Health Services Administration, Public Health, Public Administration, or Business Administration) commensurate experience may be considered with approval by ODM; and
2. Five years of experience with health care claims data, HEDIS (or equivalent national measurement sets) quality measures, and explaining performance variation and trends in metrics.

**4.4 Engagement:**

**This Engagement section requires a response from supplier(s) within their proposal submission, and is an evaluated section of the Technical Proposal scoresheet (Attachment B). ODM considers active, collaborative engagement at all levels to be important. As such, ODM expects the following:**

- A.** Suppliers awarded a contract that may result from this RFP are required to maintain a physical presence in Ohio throughout the term of the contract, including all renewal periods. Therefore, each supplier must either demonstrate in its proposal that it currently has a physical presence in Ohio or demonstrate concrete plans for establishing a physical presence, to include the actual or proposed location (i.e., building/facility street address, city, and zip code) of the supplier's presence. Supplier proposals must identify the date the location will be occupied, work to be performed for this project at that location, and supplier personnel, either by staff name or function that will operate from the Ohio

location. ODM reserves the right, at its sole discretion, to reject any proposals which fail to comply with this requirement.

- B. Suppliers must submit a staffing plan that focuses on staffing consistency and includes a staff retention plan as well as the assignment of long-term project leads.
- C. A Project Lead with project management responsibility shall be assigned for each Deliverable.
- D. During all phases of the project life cycle (e.g., initiation, planning, execution, monitoring and control, and closure), including key decision making points fundamental to project execution and the presentation of key finds and recommendations, assigned project leads, the Project Director, and other relevant supplier staff will participate in-person with ODM. Other in-person collaboration may be required and will be determined as needed.
- E. The Project Director will take an active role in overseeing all aspects of the Scopes of Work and Deliverables. The Project Director will also identify overlaps/dependencies in Scopes of Work to assure effective execution. This will include attending (in person or by phone) most meetings that occur between ODM project staff and supplier project staff.
- F. The Project Director will meet weekly (in person or by phone) with the ODM Contract Manager.
- G. Weekly open office hours will be arranged to be held on-site at ODM. Supplier and ODM will collaborate to create a schedule as to what staff will need office hours and what the hours will be. The schedule may change depending on the demands of individual Scopes of Work.

**Important:** It is the affirmative responsibility of the supplier submitting a proposal to remove all personal confidential information (such as home addresses and social security numbers) of supplier staff and/or of any subcontractor and subcontractor staff from resumes or any other part of the proposal package. Following submission to ODM, all proposals submitted may become part of the public record. ODM reserves the right to disqualify any supplier whose proposal is found to contain such prohibited personal information.

## **SECTION V. CONDITIONS AND OTHER REQUIREMENTS FOR BOTH COMPONENTS:**

### **5.1 Replacement of Key Personnel**

1. Upon execution of a Contract, ODM must approve any replacement of key personnel. ODM reserves the right to disapprove a key staff member's replacement if it determines the minimum education and experience requirements are not met. The Contractor must use all commercially reasonable efforts to ensure the continued availability of those key personnel. Also, the Contractor may not remove those personnel from the project without the prior written consent of ODM, except if doing so is necessary for legal or disciplinary reasons. However, the Contractor must make a reasonable effort to give ODM 30 calendar days' prior, written notice of the removal. Contractor's notice to ODM to remove or replace key personnel must include two qualified replacement candidates' resumes with detailed documentation of the proposed candidate's experience with projects of similar size and scope to the subject of this RFP.



2. If the Contractor removes a key personnel from this project for any reason other than those specified above, ODM may assess liquidated damages in the amount of \$1,500.00 for every day between the date on which the individual was removed and the date that the Contract is terminated, or the individual's qualified replacement, selected in accordance with the process identified in this Section, starts performing on the project.

## **5.2 Subcontractor Identification and Participation Information**

Suppliers must clearly identify the subcontractor(s) and their tasks in their proposals. The proposal must include a letter from the proposed subcontractor(s), signed by a person authorized to legally bind the subcontractor, indicating the following:

1. Subcontractor's legal status, federal tax ID number, and principal business address;
2. Name, phone number, and email address of a person who is authorized to legally bind the subcontractor to contractual obligations;
3. A complete description of the work the subcontractor will perform;
4. A commitment to do the work, if the supplier is selected;
5. A statement that the subcontractor has read and understands the RFP, the nature of the work, and the requirements of the RFP;
6. The MBE certification number, if applicable, a copy of their current MBE Certification letter must be included; and
7. During the contract period, this same information applies to any additional or replacement subcontractors and will be subject to approval by ODM.

## **5.3 Sensitive Personal Information**

It is the sole responsibility of the Contractor submitting a proposal to remove all personal sensitive/confidential information (such as home addresses and social security numbers) of supplier staff and/or of any subcontractor and subcontractor staff from resumes or any other part of the proposal package.

Following submission to ODM, all proposals submitted may become part of the public record. **ODM reserves the right to disqualify any supplier whose proposal is found to contain such prohibited personal information.**

## **5.4 Ownership of Deliverables**

1. All Deliverables provided by suppliers under this RFP, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of ODM, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Suppliers will not obtain copyright, patent, or other proprietary protection for the Deliverables. Suppliers will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for ODM and suppliers to use such

copyrighted matter in the manner provided herein. Suppliers will agree to make all Deliverables freely available to the public unless ODM determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.

2. All Deliverables provided or produced pursuant to this RFP will be considered “works made for hire” within the meaning of copyright laws of the United States and the State of Ohio. ODM is and will be deemed sole author of the Deliverables and sole owner of all rights therein. If any portion of the Deliverables are deemed not a “work made for hire,” or if there are any rights in the Deliverables not conveyed to ODM, supplier(s) agree to, and by executing a Contract, assign ODM all worldwide rights, title, and interest in and to the Deliverables. ODM acknowledges that its sole ownership of the Deliverables under a contract does not affect a supplier’s right to use general concepts, algorithms, programming techniques, methodologies, or technology that suppliers developed prior to or as a result of this RFP or that are generally known and available.
3. Upon award of a Contract from this RFP, the selected supplier(s) understands that it must submit a written request to ODM and receive express written permission from ODM to include any of its own pre-existing, proprietary materials in any of the Deliverables under the executed Contract. Upon award, ODM’s approval of the inclusion of pre-existing, proprietary materials is predicated on the selected supplier(s) granting to ODM and the State of Ohio a worldwide, non-exclusive, perpetual, royalty-free license to use, modify, sell, and otherwise distribute all such materials that are included in the Deliverables under the executed Contract. Upon award, the selected supplier(s) may request ODM to incorporate into any future copies of the Deliverables under the executed Contract any proprietary notice(s) the selected supplier(s) may reasonably require for any pre-existing, proprietary materials included in the Deliverables of the executed Contract. Upon award of a Contract from this RFP, any proprietary notices will be the minimum required by law so as not to be seen as an endorsement by ODM of or advertisement for the selected supplier(s).

## **5.5 Transition Period**

To assist in the transition of the existing EQR contract activities into the new components that will be implemented on July 1, 2019, this RFP includes a six-month transition contract that will be in effect from approximately January 1, 2019 to June 30, 2019, and will be compensated at an amount to be determined by ODM, comparable to the compensation paid under the current contract for these type of services.

During this transition period, supplier(s) will perform the following services:

1. Establish a method to transfer files from ODM that complies with the security and technology provisions of the RFP no later than January 31, 2019;
2. Beginning February 1, 2019 with completion by June 30, 2019, supplier(s) will receive and process a complete set of ODM-generated supplier data set files on a monthly basis from ODM and will be required to provide a progress report to ODM per ODM’s specifications. Progress report specifications will be established no later than January 31, 2019; and
3. Establish a secure site that will secure, organize, and retain Deliverables associated with the applicable Component along with appropriate role based access established for supplier’s staff,

ODM staff, Managed Care Plans personnel, and other ODM suppliers no later than May 31, 2019. The secure site must comply with all technology and security provisions of the RFP.

Complete new supplier(s) orientation activities as follows:

1. Attend meetings on-site at ODM, for at least two full business days to learn about Ohio Medicaid, managed care delivery systems, quality strategy, agency priorities, contracted health plans, etc. no later than February 28, 2019, as directed by ODM;
2. Attend meetings on-site at ODM, for at least two full business days to meet with the Contract Manager and ODM staff to learn about Ohio's EQR contract activities (e.g., project scope, timeline, and current status) no later than March 29, 2019, as directed by ODM;
3. Attend meetings on-site at ODM, for at least one business day to meet with ODM and the incumbent supplier, if applicable, to review the incumbent supplier's transition plan (i.e., scheduled after the initial meeting referenced in paragraph 1 above) no later than April 30, 2019, as directed by ODM; and
4. Review the methodology, analysis plan, final report and other Deliverables for each activity cited in the Components; supplier(s) shall submit a signed confirmation that this was completed no later than March 31, 2019, as directed by ODM, but in advance of the meetings cited in the above paragraphs.

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

This Section VI provides general Scope of Work and Deliverable requirements for both Component One and Component Two. The individual Component's Scope of Work and Specifications of Deliverables are separated into two Appendices to this RFP: Component One – Appendix A and Component Two – Appendix B are attached herein. Suppliers are to assume this Section as a prefix to Appendices A and B, and incorporate all requirements of this Section in response to this RFP.

### **6.1 General Scope of Work**

The selected supplier(s) for these projects will be required to perform the external quality review activities as outlined in 42 CFR §§ 438.358 and 438.360 for the Medicaid managed care program and the MyCare Ohio Program. Specifically, for both Component One and Component Two, the supplier(s) will be required to: 1) develop evaluation methodologies for the EQR activities; 2) perform data collection and analysis; 3) prepare reports presenting evaluation findings and recommendations; and 4) provide technical assistance to ODM and its contracting health plans. Suppliers will need to complete the Deliverables in accordance with the frequencies and expectations specified in this RFP for the state to comply with federal requirements and to assure adequate oversight of Ohio's Medicaid managed care program and the MyCare Ohio.

Additionally, supplier proposals submitted must reflect the supplier's understanding of, and commitment to, perform this Scope of Work fully. The selected supplier(s) will be responsible for the Deliverables as described in this Section VI., including all preparatory and intervening steps, whether or not ODM has explicitly specified or delineated them within the RFP. In developing their proposals, all suppliers must fully and appropriately plan and cost out their proposed projects, including all necessary preparatory and intervening steps.

## **6.2 Number of Participants**

ODM contracts with five Managed Care Plans for the provision of services to consumers enrolled in the Medicaid Managed Care Program, and with five plans for the provision of services to Medicare and Medicaid consumers enrolled in the MyCare Ohio Program. Four health plans serve both programs. Across both programs, there are over 2.4 million individuals served by a health plan. This number is subject to change at any time during this contract. Suppliers should take this information into consideration in the development of the technical approach and work plan.

At any time, per ODM's discretion, the number of participating plans, covered lines (e.g., Managed Care population, Behavioral Health population, MyCare population, and MLTSS population), and/or lines of business are subject to change.

## **6.3 Administrative Structures**

Suppliers are to include, at minimum, the following administrative structures for this RFP project. The supplier shall:

- A. Submit a proposed table of organization that identifies the positions that will be located in the Ohio office, the positions that will be located in the corporate office (if applicable), and the reporting relationship between the Ohio and corporate office; and
- B. Submit a table of organization that identifies all of the positions and the number of staff that will be assigned to support each project, such as project managers, health data analysts, programmers/developers, communications staff, etc. This must include the percentage of staff time or full time equivalents (FTEs) that will be dedicated to each Deliverable. Suppliers must demonstrate in their proposal the capability to correlate the hours worked by the employee with the designated FTE allocation for that employee by Deliverable.

## **6.4 Specifications for Data Management and Information Systems Capacity/Compatibility, Security Procedures, Data Collection, Project Management and Report Specifications**

- A. Data Management, Information Systems Capacity and Compatibility with ODM's Operating System.
  - 1. Suppliers must have information systems capacity that is adequate for receiving, storing, organizing, managing, manipulating, securing and storing, analyzing and transferring large data sets that cover a population of 3 million individuals. The information system must comply with State of Ohio information technology policies and standards in addition to HIPAA requirements and the NIST 800.53 Rev. 4 standard. The State of Ohio information technology policies can be located at the following website: <http://www.das.ohio.gov/Divisions/Information-Technology/State-of-Ohio-IT-Policies>, and the information technology standards can be located at the following website: <http://www.das.ohio.gov/Divisions/Information-Technology/State-of-Ohio-IT-Standards>.

Suppliers must be able to accept all file layouts for data sets required by ODM to accomplish Deliverables specified in this RFP. Suppliers must have the capacity to maintain and process these large data files efficiently and accurately, as well as to

accommodate changes to file formats as specified by ODM

Suppliers must be able to accept files from multiple sources, including ODM, ODM's suppliers, and state agencies. The table below lists some sample data sets including the data description, classification of data included, current size of the data set, and the anticipated annual growth:

<b>Data Description</b>	<b>Data Types</b>	<b>Current Size (in GB)</b>	<b>Growth</b>
Ohio Medicaid fee-for-service (FFS) claims files	PHI, PII, CPI	15	20%
Ohio MCP encounter data	PHI, PII, CPI	45	20%
Ohio Medicaid Eligibility and enrollment data	PHI, PII, CPI	9	20%
Ohio Medicaid Care Management System File	PHI, PII, CPI	4.5	20%
Ohio Medicaid MCP Network database	PII	.01	20%
Ohio Department of Health (ODH) Vital Statistics file	PII, CPI	.003	20%
Medicare claims and enrollments	PHI, PII, CPI	Unknown	
Electronic health records	PHI, PII, CPI	Unknown	

Suppliers may refer to the Program Resource Library for available ODM file specifications.

- Suppliers must be able to link to the following: 1) ODH vital statistics file with Medicaid eligibility and claims files through a methodology approved by ODM, 2) Medicare claims and enrollments with Medicaid consumer data through a methodology approved by ODM, integrating the sets of data to calculate performance measures, and 3) electronic health records (EHR) with Medicaid eligibility and enrollment data through a methodology approved by ODM, and integrate all data sources with Medicaid and Medicare claims data.
- ODM anticipates that changes to current and future state and federal-level policies (e.g., extending Medicaid coverage to more low income Ohioans) will occur throughout the duration of the contract. These changes may have an impact on the format, content, and size of data sets that are provided to suppliers. New data sets may also be created to support the implementation of state and federal policies. In all instances, suppliers must accept and accommodate these changes at no additional cost to ODM to complete the deliverables required by the contract.
- Suppliers must provide electronic files for all Deliverables and supporting documents requested by ODM. If the standard software used by ODM should change during the term of the contract (including any renewals), suppliers will be required to accommodate that change. ODM currently uses Microsoft Windows 10 Enterprise operating system, Microsoft Office 2016, Internet Explorer 11, and Google Chrome. Licensing must be provided at the supplier's cost if the supplier proposes software that is not currently supported by ODM. The State must approve all non-standard software products.

## **B. Security Compliance**

Selected supplier(s) shall operate at a NIST 800-53 Rev. 4 moderate baseline, and demonstrate compliance with the HIPAA security and privacy rules and (if applicable) IRS Publication 1075 standards for federal tax information (FTI). Supplier(s) must demonstrate compliance with a third-party certification by an accredited source for NIST 800-53 Rev. 4 and HIPAA. In the alternative, supplier(s) may provide a third-

party HITRUST certification from an accredited source which shall be considered to meet the NIST 800-53 Rev. 4 and HIPAA certification requirements. Supplier(s) must maintain the certification throughout the life of the Contract and provide documentation of the certification every two years. If the supplier fails to have the assessment completed, or fails to maintain certification, the supplier will be in breach of the Contract and the State may proceed accordingly. **See Supplement N for State of Ohio data security requirements, attached herein.**

As a selected supplier under this RFP, supplier(s) will be required to enter into a separate Data Sharing Agreement with ODM to have access to the significant amount of records regarding the access and use of medical services in Ohio by individual consumers. Supplier(s) must adhere to Health Insurance Portability and Accountability Act (HIPAA) requirements, as further explained in Section 11.8 of this RFP.

The selected supplier(s) must:

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

**C. Data Collection**

**1. Sampling**

The selected supplier(s) must have the capability to design and use complex sampling methods, including the use of appropriate statistics and statistical software. In developing a sampling strategy, and unless otherwise specified, the selected supplier(s) must:

- a. Use a representative sample;
- b. Perform over-sampling, when indicated, to obtain a sufficient number of records for analysis; and
- c. Allow for data to be analyzed per plan and program using a 95 percent confidence interval level with a 5 percent margin of error.

**2. Clinical documentation reviews: Data Collection and Abstraction Requirements**

In conducting clinical documentation reviews, the selected supplier/s must:

- a. Formulate review teams that are comprised of qualified surveyors and/or certified coders who have the appropriate experience, expertise, and credentials to review the records as needed for the applicable EQR activities;
- b. Establish data collection/abstraction protocols and tools for each applicable EQR activity for ODM review and approval;
- c. Develop training materials for training the staff in approved data collection and abstraction protocols; and
- d. Measure inter-rater reliability which measures the degree to which different data collectors/abstractors give consistent estimates of the same phenomenon. The selected supplier(s) must recommend a statistical method for ODM consideration and approval for determining inter-rater reliability.

3. Data Collection/Procurement and Calculation of Record Submission Rate

Multiple sources of information will be used to conduct the EQR activities established in this RFP. These data sources may include, but not be limited to, the following: 1) electronic or paper medical/health records; 2) care management records; 3) administrative data (e.g., MCP encounter data) 4) consumer and provider surveys; and 5) state registries, etc. The selected supplier(s) must:

- a. Adhere to the sampling methodology, including data sources, when identifying the documentation that will be requested to perform the applicable EQR activities;
- b. Request records from MCPs, providers, etc., and abstract the data needed. Depending on the number and type of records requested from a provider or an MCP, the selected supplier(s) may review the medical records at the provider's site and/or the plans' site, or receive the records via U.S.P.S. certified mail, fax, email or secure file transfer protocol site; and
- c. Calculate a record submission rate for applicable EQR activities as specified by ODM.

**D.** Project Management

The Contractor(s) must perform all project management tasks, including maintaining a detailed project work plan which outlines how and when the Contractor(s) will effectively complete each project. Contractor(s) must perform the required tasks and produce the required Deliverables by the due dates established in the Contractor(s) work plan(s) and approved by the ODM Contract Manager. Any adjustments to the due dates must be approved in advance by the ODM Contract Manager. The Deliverable documents must be submitted along with a submittal letter.

The Contractor(s) must follow the requirements set forth in this RFP, this includes facilitating and attending project meetings with ODM personnel on a regular basis to

provide status updates on project activities and solicit feedback on supplier performance. Electronic copies of all project management documents (e.g., work plans, meeting agendas, and timelines) must be provided to the ODM Contract Manager in Microsoft® Word format.

The Contractor(s) must conduct or provide the following tasks:

1. A Kick-off Meeting: Plan, facilitate, and attend the contract “kick-off” meeting, which will formally announce project initiation and must be held within ten business days of contract execution and project start date. The meeting will focus specifically on the responsibilities of the supplier(s) and working relationships and interactions among the supplier(s) and ODM staff;
2. Project Work Plan: Provide an initial/revised project work plan along with a weekly status update for each Deliverable described in this RFP. The work plan will include required tasks, responsible parties, and timeframes for the activity. Supplier(s) must also develop a reporting procedure that includes the identification and resolution of unanticipated problems;
3. Weekly Meetings: Attend and facilitate a weekly update meeting, in person or via conference call, with the ODM Contract Manager throughout the duration of the project;
4. Communication Plan: Develop and update, as needed, a communication plan which includes the supplier(s)’s Project Director and team members and ODM’s project lead and team members for each Scope of Work;
5. Engagement: Work with ODM to establish open office hours held on-site at ODM in which relevant supplier staff will be able to engage with ODM staff to facilitate project work. Supplier(s) and ODM will collaborate on the schedule;
6. Client Satisfaction Meetings: The Program Director, Project Lead, and Supplier(s)’s senior leadership shall participate in quarterly meetings with the ODM Contract Manager to discuss ODM’s satisfaction with the quality and timeliness of Deliverables, communication, and staff assigned to projects. This may be in the form of a combination of in-person and remote participation. In addition, the selected supplier(s) must provide an update on Supplier(s) performance issues, if applicable, that were raised during the prior client satisfaction meeting, until such issues are resolved to the ODM Contract Manager’s satisfaction; and
7. Collaboration with ODM Suppliers: Conduct studies, share developed data tools, and coordinate analysis with other ODM external suppliers, as specified by ODM.

**E. Report Specifications**

Supplier(s)’s proposals must include a statement that if awarded a contract as a result of this RFP process that the supplier(s) will comply with EQR report specifications as required by ODM. **Suppliers who do not include this statement may be disqualified from consideration for award of the resulting contract.**



The selected supplier(s) must produce an outline for each report requested by ODM.

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

The reports submitted by the selected Supplier(s) must at a minimum:

1. Summarize and analyze the findings of survey results, and present findings, conclusions, and recommendations to assist ODM in assessing quality and access to care as specified by ODM. In addition, each report must include information about the topic under review, sampling, indicators, methods, results and limitations of the study, when applicable;
2. Include tables or graphs that analyze results by indicator and each health plan's compliance with program requirements, when applicable;
3. Provide recommendations that are actionable, reasonable, research-driven, relevant for Ohio, and align with ODM's Quality Strategy and other State of Ohio initiatives as specified by ODM;
4. Identify and incorporate best practices and improvement strategies that have demonstrated success (clinical and administrative) in other states, national organizations, etc., when applicable;
5. Analyze and compare program and health-plan level study findings with national benchmarks, when applicable;
6. Analyze and perform trending of program and health-plan level study findings with previous year's data, when applicable; and
7. Provide draft reports for review and approval to ODM and health plans prior to finalization and distribution, according to the project work plan.

For each Deliverable, as appropriate, the selected supplier(s) must provide upon request by ODM:

1. Copies of the sampling plan, data abstraction tool, analysis plans, and reports in formats specified by ODM;
2. Copies of all analytical data files;
3. Copies of all programs written to analyze the data;
4. Results of each record review must be provided in a ready-to-print format as requested by ODM; and
5. Reports that are 508 compliant, as specified by ODM.

## **6.5 Specifications of Scopes of Work and Deliverables for Component One and Component Two**

This Section sets forth the Scopes of Work and Deliverables which will be required of the selected supplier(s) under the contract expected to result from this RFP. In order to receive consideration for the contract award, all aspects of the services described in this Section must be addressed in the supplier's technical proposal for Component One or Component Two, or both Components if Supplier wants to submit a proposal for both Components. Supplier(s) must provide a detailed technical approach that describes how it will define and perform each of the Scopes of Work, and if applicable, will develop and manage services performed under any and all subcontracting arrangements. Supplier(s) must also provide a work plan for each Scope of Work, including a timeline. Supplier(s)'s responses should correspond to the appropriate Scope of Work. Any report submitted by supplier(s) for the purpose of meeting a required Deliverable must comply with the specifications in this Section. The contracted services shall include, but are not be limited to, the Scope of Work and Deliverable specifications attached herein as Appendix A for **Component One – Performance Evaluation and Improvement** and Appendix B for **Component Two – Administrative Compliance**.

**Note:** The detailed technical approach provided for each Scope of Work shall not exceed 10 single-spaced pages.

## **SECTION VII. BUSINESS CONTINUITY PLAN**

The Business Continuity Plan should clearly outline how the supplier will continue to provide the services that are expected to be a result of the procurement in the event of a disaster or other unexpected break in services. As used herein, a "Disaster" means an unanticipated incident or event, including, without limitation, force majeure events, technological accidents or human-caused events that (i) may cause a material service or critical application to be unavailable without any reasonable prediction for resumption, or (ii) causes data loss, property damage or other business interruption without any reasonable prediction for recovery within a commercially reasonable time period.

The Business Continuity Plan should address:

- (a) Business continuity plans for the services and supporting facilities;
- (b) Disaster recovery plans for critical technology and systems infrastructure; and
- (c) Proper risk controls (collectively, the "Contingency Plans") to enable continued performance under the contract in the event of a disaster or other unexpected break in services.

The awarded supplier will update and test the operability of any applicable Business Continuity Plan at least annually, and will implement such plan upon the occurrence of a Disaster.

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

### **8.1 Complete Proposal Content Requirements**

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

1. Technical Proposal, including all responses to Mandatory Requirements (Sections 3.1 and/or 4.1), Activities (Sections 3.2 and/or 4.2), Engagement (Sections 3.4 and/or 4.4), and the Scopes of Work

and Deliverables (Section VI. and Appendices A and/or B). Suppliers should utilize the Technical Proposal Scoresheet, Attachment B, as a reference;

2. Attachments A1, A2, A3, and A4, completed and signed by supplier; and
3. Signed and sealed Cost Proposal Form/Attachment C.

## **8.2 Organizational Structure of the Proposal**

The supplier must provide **Six** paper copies (one signed original and five copies) and one electronic copy (CD-ROM or USB drive) of the technical proposal for each Component submitted, which must include:

Completed Technical Proposals may be organized by separating sections to correspond with the score sheet, but at minimum, must include the following:

1. Mandatory Supplier Requirements;
2. Organizational Experience and Capabilities;
3. Staff Experience and Capabilities;
4. Scope of Work;
5. Deliverables/Proposed Work Plan for Component One and/or Component Two;
6. Business Continuity Plan; and
7. MBE Plan and documentation.

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

Supplier attachments of appendices to include at minimum:

## **8.3 Attachment A Requirements**

Attachment A documents must be completed, signed, and returned by the supplier with their technical proposal, which will include Attachments A1, A2, A3 and A4 – Required Supplier Information Form, Supplier and Grantee Ethics Certification Form, and Location of Business and Offshore Declaration, and Affidavit of Non-Collusion, respectively.

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

The Cost Proposal(s) must contain one original and one electronic copy (on a separate CD-ROM or USB drive) **provided in a sealed, separate envelope labeled, for each Component submitted: “DO NOT OPEN. COST PROPOSAL ENCLOSED FOR THE EXTERNAL QUALITY REVIEW SERVICES, RFP#: ODMR-1819-1011 SUBMITTED BY [SUPPLIER’S NAME].”**

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

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

In calculating their total proposed fee, suppliers must consider costs resulting from each Deliverable listed, as well as all program, preparatory, primary and incidental costs necessary to complete all program activities (whether explicitly identified by ODM in this RFP or not). ODM expects normal inflationary costs; however, it is the expectation that Deliverable extensions and continuations in contract renewals will benefit from cost efficiencies due to little or no need for start-up and activity development (e.g. care management surveys build off prior tools, etc.).

## **8.5 Proposal Submission**

The supplier's original technical and cost proposals must contain all the information and documents specified in this Section. The supplier's total complete proposal submission (the original technical and cost proposals, all required copies, and CD-ROMs or USB drives) must be received by OCP no later than **4:00 p.m. EST on September 18, 2018.** Faxed or e-mailed submissions will not be accepted. **Proposals must be addressed, for hand delivery or delivery by a private delivery company, as described below:**

**Office of Contracts and Procurement, RFP/RLB Unit  
Ohio Department of Medicaid  
50 West Town Street  
Columbus, Ohio 43215**

Suppliers are **STRONGLY** encouraged to use a private delivery company (e.g., FedEx, UPS, etc.) to deliver their proposals, or to hand deliver them, to the above address, as these types of companies are capable of delivering directly to ODM's security desk in the building, where it will be received and date and time stamped. While using the United States Postal Service (USPS) is an option, it can add several days to the delivery process and could result in a supplier's proposal being late and removed from consideration. **All proposals must be received by OCP by the posted submission deadline, date and time. No exceptions will be made.**

The address for USPS deliveries is:

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

The entire technical proposal must be converted into **one single .pdf document**. If the proposal's size necessitates more than a single .pdf document to contain the entire technical proposal, suppliers must still send the electronic copy of the proposal, but use the fewest separate .pdf documents possible. The

electronic copy of the cost proposal must include all cost proposal components, including any required or voluntary attachments. **The CD-ROM or USB Drive containing the cost proposal must be submitted in the sealed envelope containing the original hardcopy cost proposal, and the two photocopies.**

Both CD-ROMs/USB drives must be labeled with the supplier's name, the RFP number, and the proposal submission date. The CD-ROMs/USB drives may be used in the formal ODM proposal review process, and will be used by ODM for archiving purposes and for fulfillment of Public Records Requests. Failure to include or to properly label the CD-ROMs/USB drives may, at ODM discretion, result in the rejection of the supplier from any consideration.

It is the supplier's responsibility to ensure that all copies and all formats of the proposal are identical. Any pages or documents omitted from any or all copies can negatively affect the supplier's score and possibly result in disqualification. In the event of any discrepancies or variations between copies, ODM is under no obligation to resolve the inconsistencies and may make its scoring and supplier selection decisions accordingly, including the decision to disqualify the supplier.

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

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

### **9.1 Scoring of Proposals**

Suppliers submitting responses will be evaluated based on the capacity and experience demonstrated in their technical and cost proposal. Each Component will be scored separately. All qualifying proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from ODM. Suppliers should not assume that the review team members are familiar with any current or past work activities with ODM. PRT members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and supplier selection process.

Selection of the supplier will be based upon the criteria described in this RFP. The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The review team may waive minor defects that are not material when the intent is not unreasonably obscured. In scoring the proposals, ODM will score in three phases:

1. Phase I. Review—Initial Qualifying Criteria;
2. Phase II. Review—Technical Proposal;
3. Phase III. Review—Cost Proposal; and
4. Phase IV. Review—MBE Scoring Criteria

#### **A. Phase I. Review—Initial Qualifying Criteria for Both Components:**

Proposals must pass Phase I. Review as required in the Technical Proposal Score Sheet provided as Attachment B to be considered for further scoring and possible award. Phase I criteria consists of, at a minimum, the Mandatory Requirements for each Component, stipulated in this RFP. **Any “no” for the listed Phase I criteria will eliminate a proposal**

from further consideration. Please refer to Attachment B for a complete listing of initial disqualifiers.

**B. Phase II. Review—Criteria for Scoring the Completed Technical Proposal for Component One:**

The PRT will then evaluate and score those qualifying technical proposals not eliminated in Phase I. The PRT will review by assessing how well the supplier meets the requirements as specified in the RFP. Using the score sheet for Phase II scoring for each Component (see Attachment B), the PRT will read, review, discuss and reach consensus on the final technical score for each qualifying completed technical proposal.

Phase II of the technical proposal for Component One will be evaluated based upon the following criteria: 1) Supplier and Staff Experience (including Activities in Sections 3.4); 2) Technical Work Plan (including Section VI and Deliverables); 3) Administrative Structure, Specifications for Data Management, Security Procedures, Data Collection, Project Management, and Report Specifications; and 4) Engagement. Each section of the technical proposal is assigned a certain percentage of the overall total points as follows:

Supplier and Staff Experience	20%
Engagement	20%
Administrative Structure, Specifications for Data Management and Information Systems Capacity/Compatibility, Security Procedures, Data Collection, Project Management, and Report Specifications	15%
Technical Work Plan	45%

A maximum of **324,090** points will be awarded for the Technical Proposal as follows:

Supplier and Staff Experience	65,790
Engagement	63,000
Administrative Structure, Specifications for Data Management and Information Systems Capacity/Compatibility, Security Procedures, Data Collection, Project Management, and Report Specifications	49,140
Technical Work Plan	146,160

A technical proposal must achieve a total of at least **210,659** points (a score which represents that the supplier can successfully perform the resulting contractual duties) out of the possible **324,090** points to qualify for continued consideration. Any proposal that does not meet the minimum required technical proposal score as defined in Attachment B will be disqualified from further consideration and will not be considered for award of the contract, and its Cost Proposal will neither be opened nor considered. The total points of the Technical Proposal Score will be 80% of the final score. The Cost Proposal will comprise 15% of the final score. Any MBE set-aside percentage over 15%, if applicable, will comprise 5% of the final score.

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

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

**Phase II. Review—Criteria for Scoring the Completed Technical Proposal for Component Two:**

The PRT will then evaluate and score those qualifying technical proposals not eliminated in Phase I. The PRT will review by assessing how well the supplier meets the requirements as specified in the RFP. Using the score sheet for Phase II scoring for each Component (see Attachment B), the PRT will read, review, discuss and reach consensus on the final technical score for each qualifying completed technical proposal.

Phase II of the technical proposal for Component Two will be evaluated based upon the following criteria: 1) Supplier and Staff Experience (including Activities in Sections 4.4); 2) Technical Work Plan (including Section VI and Deliverables); 3) Administrative Structure, Specifications for Data Management, Security Procedures, Data Collection, Project Management, and Report Specifications; and 4) Engagement. Each section of the technical proposal is assigned a certain percentage of the overall total points as follows:

Supplier and Staff Experience	20%
Engagement	20%
Administrative Structure, Specifications for Data Management and Information Systems Capacity/Compatibility, Security Procedures, Data Collection, Project Management, and Report Specifications	15%
Technical Work Plan	45%

A maximum of **314,910** points will be awarded for the Technical Proposal as follows:

Supplier and Staff Experience	63,000
Engagement	63,000
Administrative Structure, Specifications for Data Management and Information Systems Capacity/Compatibility, Security Procedures, Data Collection, Project Management, and Report Specifications	48,510
Technical Work Plan	140,400

A technical proposal must achieve a total of at least **204,692** points (a score which represents that the supplier can successfully perform the resulting contractual duties) out of the possible **314,910** points to qualify for continued consideration. Any proposal that does not meet the minimum required technical proposal score as defined in Attachment B will be disqualified from further consideration and will not be considered for award of the contract, and its Cost Proposal will neither be opened nor considered. The total points of the Technical Proposal Score will be 80% of the final score. The Cost Proposal will comprise 15% of the final score. Any MBE set-aside percentage over 15%, if applicable, will comprise 5% of the final score.

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

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

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

ODM will calculate the supplier's Cost Proposal(s) points after the supplier's total technical points are determined, using the following method:

The lowest cost proposal will receive the maximum available cost points of **60,767**.

Other acceptable cost proposals will be scored as the ratio of the lowest price proposal to the proposal being scored, multiplied by the maximum available points possible for this criterion:

$$(a/b) \times c$$

a = lowest proposal cost \$ total

b = \$ total of the proposal being reviewed

c = maximum available cost points (60,767).

**An example for calculating cost points, where the maximum point value = 60 points:**

Supplier X has proposed a cost of \$100.00. Supplier Y has proposed a cost of \$110.00 and Supplier Z has proposed a cost of \$120.00. Supplier X, having the lowest cost, would get the maximum available 60 cost points. Supplier Y's cost points would be calculated as \$100.00 (supplier X's cost) divided by \$110.00 (supplier Y's cost) times 60 maximum points for a total of 54.5 points. Offeror Z's cost points would be calculated as \$100.00 (supplier X's cost) divided by \$120.00 (supplier Z's cost) times 60 maximum available points for a total of 50 points.

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

ODM will calculate the supplier's Cost Proposal(s) points after the supplier's total technical points are determined, using the following method:

The lowest cost proposal will receive the maximum available cost points of **59,046**.

Other acceptable cost proposals will be scored as the ratio of the lowest price proposal to the proposal being scored, multiplied by the maximum available points possible for this criterion:

$$(a/b) \times c$$

a = lowest proposal cost \$ total

b = \$ total of the proposal being reviewed

c = maximum available cost points (59,046).

**An example for calculating cost points, where the maximum point value = 60 points:**

Supplier X has proposed a cost of \$100.00. Supplier Y has proposed a cost of \$110.00 and Supplier Z has proposed a cost of \$120.00. Supplier X, having the lowest cost, would get the maximum available 60 cost points. Supplier Y's cost points would be calculated as \$100.00 (supplier X's cost) divided by \$110.00 (supplier Y's cost) times 60 maximum points for a total of 54.5 points. Offeror Z's cost points would be calculated as \$100.00



(supplier X's cost) divided by \$120.00 (supplier Z's cost) times 60 maximum available points for a total of 50 points.

**D. Phase IV. MBE SCORING CRITERIA**

This RFP has a mandatory MBE set-aside percentage of 15% for each Component pursuant to Section III. If a Supplier proposes an MBE set-aside percentage greater than 15%, the following points will be added to the Supplier's total score for each component. Please refer to Attachment D MBE Score Sheet(s).

**CALCULATION OF MBE POINTS FOR COMPONENT ONE:**

Over 40% MBE set-aside=20,256 (all of available MBE points)  
Over 30% MBE set-aside =12,154 (60% of available MBE points)  
Over 20% MBE set-aside =8,102 (40% of available MBE points)  
Over 15% MBE set-aside =4,051 (20% of available MBE points)

**CALCULATION OF MBE POINTS FOR COMPONENT TWO:**

Over 40% MBE set-aside =19,682 (all of available MBE points)  
Over 30% MBE set-aside =11,809 (60% of available MBE points)  
Over 20% MBE set-aside =7,873 (40% of available MBE points)  
Over 15% MBE set-aside =3,936 (20% of available MBE points)

**E. FINAL STAGES OF EVALUATION FOR EACH COMPONENT.**

The supplier with the highest point total from all phases of the evaluation for each Component individually (Technical Points + Cost Points + MBE Points (if applicable)), will be recommended to the Director of ODM (or the Director's designee) for review and award of the contract.

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

**F. Travel Reimbursement**

Travel costs should be included in the overhead, per diem, or the hourly rates which are built into the cost of the Deliverables. Travel is not to be listed separately unless otherwise specified in this document.

**9.2 Veteran-Friendly Business Enterprise Program**

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

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

1. Prices on bids submitted by veteran-friendly businesses to exceed those prices on bids submitted by businesses not certified as veteran-friendly by up to **five percent** and still be eligible for winning the award;
2. Scores on proposals submitted by veteran-friendly businesses to be up to five percent lower than the proposal scores submitted by businesses not certified as veteran-friendly and still be eligible for winning the award; and
3. The enabling statutes for the VBE program is ORC § 9.318. The regulations that govern the program are found in OAC Chapter 123:5-1-01 and 123:5-1-16.

### **9.3 Review Process Exceptions**

ODM reserves the right to request clarifications from suppliers regarding any information in their Technical and/or Cost Proposals or related forms as it deems necessary at any point in the proposal review process. Any such requests initiated by ODM, and suppliers' verbal or written response, shall not be considered a violation of the communication prohibitions contained in Section 2.3 of this RFP.

ODM reserves the right to negotiate with suppliers for adjustments to their proposals should ODM determine, for any reason, to adjust the scope of the project for which this RFP is released. Such communications are not violations of any communications prohibition, and are expressly permitted when initiated by ODM, but are at the sole discretion of ODM.

## **SECTION X. PROTEST PROCEDURE**

### **10.1 Protests**

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

- A.** Protests may be filed by a prospective or actual bidder in writing and shall contain the following information:
  1. The name, address, and telephone number of the protestor;
  2. The name and number of the RFP being protested;
  3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
  4. A request for a ruling by ODM;
  5. A statement as to the form of relief requested from ODM; and
  6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B.** A timely protest shall be considered by ODM if it is received by OCP as delineated below:

1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals, shall be filed no later than 3:00 p.m. on the closing date for receipt of proposals, as specified in Section 2.1, Anticipated Procurement Timetable, of this RFP.
  2. A protest based upon the award selection shall be filed no later than 3:00 p.m. on the *seventh (7th)* business day after issuance of the award and denial letters. The date on these letters will be used to determine the timeliness of the protest.
- C. An untimely protest may be considered by ODM if ODM determines that the protest raises issues significant to ODM's procurement system. An untimely protest is one received by OCP after the time periods set forth in Item B of this Section.
- D. All protests must be filed at the following location:
- Deputy Legal Counsel, Office of Contracts and Procurement  
Ohio Department of Medicaid  
50 West Town Street  
Columbus, Ohio 43215
- E. When a timely protest is filed, the selection or contract process may be suspended until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODM determines that a delay will severely disadvantage ODM. The supplier(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- F. ODM shall issue written decisions on all timely protests and shall notify any supplier who filed an untimely protest as to whether or not the protest will be considered.

## **10.2 No Obligation to Award**

**ODM is under no obligation to issue a contract(s) as a result of this or any solicitation if none of the proposals are responsive to the objectives and the needs of ODM. ODM reserves the right to not select any supplier as a result of this solicitation.**

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

This Section notifies suppliers seeking award of a contract of certain conditions and requirements which may affect their eligibility or willingness to participate in any procurement (RFP, RLB, etc.) process, their eligibility to be awarded a contract, and of requirements that would be in effect should they be awarded a contract.

### **11.1 Interview/Demonstration**

Suppliers submitting proposals may be required to participate in an in-depth interview or demonstration as part of the evaluation process. ODM will determine which suppliers, if any, will participate in the interview/demonstration process. Suppliers shall bear all costs of any scheduled interview or demonstration.

If an interview or demonstration occurs, ODM will develop scoring criteria to be used for all participating suppliers. These scores may be added to those suppliers' proposal scores, or will replace certain criteria scores, at the discretion of ODM.

#### **11.2 Start Work Date**

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

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

Suppliers are **prohibited** from including any trade secret information, as defined in ORC § 1333.61, in their proposals. **Any proposals submitted in response to an ODM procurement effort which make claims of trade secret information may be disqualified from consideration immediately upon the discovery of such unallowable claim.** ODM shall consider all submissions to be free of trade secrets and shall treat them accordingly. These submissions shall become the property of ODM.

Proposals received are deemed to be public records pursuant to ORC § 149.43. For purposes of this Section, the term "proposal" shall mean both the technical proposal (or application or other response documentation) and the cost proposal submitted by suppliers/applicants and any attachments, addenda, appendices, or sample products. However, any cost proposals that are unopened at the conclusion of the procurement are not considered public record.

#### **11.4 Contractual Requirements**

- A.** Any contract resulting from the issuance of this RFP is subject to the terms and conditions as provided in the model contract, which is included as Attachment D of this RFP. The supplier may propose changes to the model contract by annotating the model, and returning it with the supplier's proposal submission. Any changes are subject to ODM review and approval. Extensive changes may result in the disqualification of the supplier; and
- B.** The contractor, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The contractor, and any subcontractor(s), agrees to be bound by the same standards of confidentiality that apply to the employees of ODM and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the contract, and may result in legal action.

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

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

#### **11.6 Ethical & Conflict of Interest Requirements**

- A. No contractor or individual, company or organization seeking a contract shall promise or give to any ODM employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties;
- B. No contractor or individual, company or organization seeking a contract shall solicit any ODM employee to violate any of the conduct requirements for employees;
- C. Any contractor acting on behalf of ODM shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Any contractor or potential contractor who violates the requirements and prohibitions defined here or of ORC § 102.04 is subject to termination of the contract or refusal by ODM to enter into a contract; and
- D. ODM employees and contractors who violate ORC §§ 102.03, 102.04 2921.42 or 2921.43 may be prosecuted for criminal violations.

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

The selected supplier, its officers, employees, members, and subcontractors will be required to meet the standards of current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

#### **11.8 Confidentiality and Health Insurance Portability & Accessibility Act (HIPAA) Requirements**

The selected supplier must maintain the confidentiality of information and records in accordance with state and federal laws, rules, and regulations. As a condition of receiving a contract from ODM, the contractor, and any subcontractor(s), will be required to comply with Title 42 of the United States Code (USC) § 1320-d, and the implementing regulations found at 45 CFR § 160 and § 164 regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the contractor from or on behalf of ODM that meets the definition of PHI as defined by HIPAA and the regulations promulgated by HHS, specifically 45 CFR §164.501 and any amendments thereto.

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

ORC § 9.24 prohibits ODM from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is “unresolved” at the time of award. By submitting a proposal, the supplier warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under ORC § 9.24 prior to the award of any contract arising out of this RFP, without notifying ODM of such finding. ODM will review the Auditor of State’s website prior to completion of evaluations of proposals submitted pursuant to this RFP. ODM will not evaluate a proposal from any supplier whose name, or the name of any of the subcontractors proposed by the supplier, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

**Unfair Labor Practices.** Each response must affirm that neither the supplier nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC § 121.23, which would identify the supplier as having more than one unfair labor practice contempt of court finding.

**Federal Debarment Requirements.** Each response must affirm that neither the supplier nor any of its principals or subcontractors, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. Proposals also must affirm that within three years preceding their submission that neither the supplier nor any of its principals:

- a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
- b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.

#### **11.10 Mandatory Contract Performance Disclosure**

Each response must disclose whether the supplier or any proposed subcontractor has received a formal claim for breach of contract. For purposes of this disclosure, “formal claims” means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. If any such claims are disclosed, supplier shall fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims in response to this section will not automatically disqualify a supplier from consideration, at the sole discretion of ODM, such claims and a review of the background details may result in a rejection of the supplier’s proposal. ODM will make this decision based on its determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the supplier’s performance of the work, and the best interests of ODM.

#### **11.11 Mandatory Disclosures of Governmental Investigations**

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

#### **11.12 MBE Subcontracting Requirements**

This RFP contains a sheltered solicitation requirement which requires the supplier to seek and set aside at least 15 percent of the cost of the work to be exclusively performed by Ohio certified MBE businesses. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE businesses, please visit the DAS Equal Opportunity Division web site at:

**A. Sheltered Solicitation.** In seeking solicitations from Ohio certified MBE subcontractors, the contractor must:

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

**B. MBE Subcontractor Percentage**

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

Ohio certified MBE subcontractor and Contractor selected percentage. In the Evaluation Scoring Formula of the RFP, the suppliers who identify one or more qualified Ohio certified MBE subcontractor and has over 15% of its cost proposal set aside exclusively for identified Ohio certified MBE subcontractors' work will receive the number of points set forth in Section IX and Attachment D of the RFP. Suppliers who do not identify a percentage to be set aside for Ohio certified MBE subcontractors or do not identify one or more Ohio certified MBE subcontractors will be considered nonresponsive to the RFP.

Tracking. Contractor's 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 each fiscal year may result in the Supplier being found in breach.

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 seek Ohio certified MBE subcontractors, in order to justify the granting of a waiver or modification. 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 proposed cost MBE set-aside percentage is a term of this contract. Contractor agrees to place ten percent (10%) of its payment at risk for failure to attain the cost MBE set-aside percentage at the time of the submission of an invoice for the deliverable.

## **SECTION XII.**

## **APPENDICES AND ATTACHMENTS**

- 1. Appendix A – Component One Deliverables**
- 2. Appendix B – Component Two Deliverables**
- 3. Attachment A1 to A4 – Required Supplier Information and Certifications and Affirmations**
- 4. Attachment B – Technical Proposal Score Sheet(s)**
- 5. Attachment C – Cost Proposal Form(s)**
- 6. Attachment D – MBE Score Sheet(s)**
- 7. Supplement N**
- 8. ODM Model Contract**

Thank you for your interest in this project.



## **Appendix A – Component One Performance Evaluation and Improvement**

This Appendix sets forth the Scope of Work and Deliverables for Component One, which will be required of the selected supplier under the contract expected to result from this RFP. In order to receive consideration for the contract award, all aspects of the services described in this Appendix A must be addressed in the supplier's technical proposal for Component One. Suppliers must provide a detailed technical approach that describes how it will define and perform each of the Scope of Work tasks, and if applicable, will develop and manage services performed under any and all subcontracting arrangements. Supplier(s) must also provide a work plan for each Scope of Work, including a timeline. Supplier's responses should correspond to the appropriate Scope of Work alpha numeric reference. Any report submitted by suppliers for the purpose of meeting a required Scope of Work and Deliverable must comply with the specifications in Section 6.4 of the RFP. The contracted services shall include, but are not limited to, the Scope of Work specifications attached herein as Appendix A for **Component One – Performance Evaluation and Improvement**.

**Note:** The detailed technical approach provided for each Scope of Work shall not exceed 10 single-spaced pages.

### **Component One Scope of Work: Performance Evaluation and Improvement**

#### **Table of Contents - Component One**

**Component One A Scope of Work.** HEDIS, Non-HEDIS, and Ohio-Specific Data Validation, Calculation, and Reporting:

- Component One A1A Scope of Work: HEDIS Performance Measure Validation
- Component One A1B Scope of Work: HEDIS Performance Measure Calculation and Reporting
- Component One A2 Scope of Work: Non-HEDIS and Ohio-specific Performance Measures Development, Calculation, and Reporting
- Component One A3 Scope of Work: Electronic Health Record (EHR) and Electronic Clinical Data Base Measures

**Component One B Scope of Work.** Technical Assistance for Health Plan Performance Measures HEDIS, CAHPS, HOS, non-HEDIS, and Ohio-specific Measures

**Component One C Scope of Work.** Consumer Surveys: Consumer Experience Survey, Care Management Survey, Health Outcomes Survey (HOS):

- Component One C1 Scope of Work: Consumer Experience Surveys
  - Component One C1A Scope of Work: CAHPS – MCP
  - Component One C1B Scope of Work: CAHPS – MCOP
- Component One C2 Scope of Work: Care Management Surveys
- Component One C3 Scope of Work: HOS

**Component One D Scope of Work.** Managed Care Plan Quality Rating Scorecard

**Component One E Scope of Work.** Primary Care Clinician Report Cards

**Component One F Scope of Work.** Provider Satisfaction Surveys

**Component One G Scope of Work.** Encounter Data Validation Studies

- Component One G1 Scope of Work: Data Collection and Validation
- Component One G2 Scope of Work: Technical Assistance

**Component One H Scope of Work.** Encounter Data Volume and Accuracy

- Component One H1 Scope of Work: Encounter Data Volume Assessments
- Component One H2 Scope of Work: Encounter Data to Cost Report Comparison
- Component One H3 Scope of Work: Encounter Data Submission Completeness Assessments

**Component One I Scope of Work.** Performance Improvement Project Validation

**Component One J Scope of Work.** Ohio Equity Institute Infant Mortality Dashboards

**Component One K Scope of Work.** Population Stream and Annual Quality Measure Dashboards

- Component One K1 Scope of Work: Population Stream Dashboards
- Component One K2 Scope of Work: Annual Quality Measure Dashboard

**Component One L Scope of Work.** Barriers Experienced by Women of Reproductive Age

- Component One L1 Scope of Work: Biennial Initial Assessment of Barriers
- Component One L2 Scope of Work: Semi-annual On-going Barrier Assessment and Report

**Component One M Scope of Work.** Care Innovation and Community Improvement Program (CICIP)

- Component One M1 Scope of Work: CICIP Monitoring
- Component One M2 Scope of Work: CICIP Hospital System Quality Improvement Strategy Evaluation

**Component One N Scope of Work.** Ohio Comprehensive Primary Care (CPC) Evaluation

**Component One O Scope of Work.** Behavioral Health Care Coordination

- Component One O1 Scope of Work: Calculation of Behavioral Health Care Coordination Performance Measures
- Component One O2 Scope of Work: Calculation of Expense and Cost Savings

**Component One P Scope of Work.** General Technical Assistance in Support of Performance Evaluation and Improvement.

**END OF TABLE OF CONTENTS**

## **COMPONENT ONE A SCOPE OF WORK: HEDIS, NON-HEDIS, AND OHIO-SPECIFIC DATA VALIDATION, CALCULATION, AND REPORTING**

### **Component One A1A — HEDIS Performance Measure Validation: Tasks 1 through 6**

ODM currently uses health plan self-reported, audited HEDIS performance measures as a component of the Quality Strategy to evaluate health plan performance, monitor health plan compliance with ODM's performance standards, meet federal requirements for the mandatory activity of validation of performance measures as specified in 42 CFR § 438.358, and complete a comparative review of quality process and outcome measures based on HEDIS. Health plans employ their own certified HEDIS auditor to complete the data collection and submission of the measures to NCQA and as required in the MCP and MCOP Provider Agreements. The measures must have received a "report" designation from the HEDIS-certified auditor and must be specific to the Medicaid population under evaluation and as specified in the Provider Agreement. Health plans submit their data to ODM in an electronic format.

The selected supplier must complete the following tasks:

1. Review the health plans' final audit reports (FARs) to identify any potential data collection or reporting issues that may impact the final audited rates;
2. Evaluate the reason any self-reported measures received an audit designation of "Not Report" (NR);
3. Based on the review of the FARs and any NR designations for reported measures, provide a report summarizing the FARs to include documentation of any findings that impact ODM's evaluation of MCP performance, determination of the MCP's compliance with minimum performance standards, evaluation of performance related to the award of performance incentives, and recommendations to ODM related to potential corrective actions or quality improvement;
4. Develop, maintain, and update ODM's specifications documents for health plans' self-reported, audited results;
5. Validate that the HEDIS measures reported by the health plans are 1) consistent with the protocols established by CMS for performance measure validation; and 2) use the results from CMS for evaluation of the MyCare Program; and
6. Maintain a data repository for the health plans' NCQA Interactive Data Submission System (IDSS) self-reported, audited HEDIS results and FARs, facilitating access to the files for ODM and an industry-standard data exchange mechanism (e.g., secure FTP).

ODM currently uses a total of 21 quality measures to evaluate MCOP performance and a total of 39 quality measures to evaluate MCP performance. This is currently conducted for five MCPs and five MCOPs. The number of measures and plans is subject to change.

**Frequency Component One A1A:** Annually, beginning with the HEDIS 2019 data submission for MCPs and the HEDIS 2019 data submission for the MCOPs.

**Deliverables Component One A1A:** The selected supplier must:

1. Produce one FAR review summary report for the Ohio Medicaid Managed Care Program and one report for the MyCare Ohio Program. Both reports must contain plan-specific findings.
2. Produce one specifications document for the Ohio Medicaid Managed Care Program and one specifications document for the MyCare Ohio Program that describe methods for the submission of the health plan self-reported, HEDIS audited data to ODM.

### **Component One A1B— HEDIS Performance Measure Calculation and Reporting**

The selected supplier must produce reports using the health plans' self-reported, audited HEDIS data that include health-plan specific and statewide results, and national benchmarks, per program, and health plan compliance with performance standards per ODM's specifications and timelines.

**Frequency Component One A1B:** Annually, beginning with the HEDIS 2019 data submission for the MCPs and the HEDIS 2019 data submission for the MCOPs.

**Deliverables Component One A1B:** The selected supplier will be responsible for producing one report for the Ohio Medicaid Managed Care Program and one report for the MyCare Ohio Program that contain plan-specific and statewide results, as specified by ODM.

### **Component One A2—Non-HEDIS and Ohio-specific Performance Measures Development, Calculation, and Reporting**

ODM uses nationally recognized non-HEDIS measures and Ohio-specific measures to evaluate the Medicaid Managed Care Program and participating plans, and the MyCare Ohio Program and participating plans. The specific measures that are used align with ODM's Quality Strategy. This includes researching, developing, implementing, collecting data, calculating, and validating new quality measures specific to rebalancing, long-term care, and waiver populations. For those measures, the supplier must develop methodologies and calculate results to evaluate plan and program performance. For example, the two domains and measures of interest for Long-Term Service and Support (LTSS) and Home and Community Based Services (HCBS) are as follows:

1. Transition to Integrated Settings:
  - a. Successful Transition from Short-Stay Institution to Community Setting per 1,000 Member Months (MM);
  - b. Successful Transitions from Long-Stay Institution to Community Settings per 1,000 MM;
  - c. Admission to Institution from the Community per 1,000 MM; and
  - d. Percent of Members Receiving HCBS vs. Institutional Services.
2. Person-Centered Planning and Coordination:
  - a. Timely Comprehensive Assessment and Update;
  - b. Timely Comprehensive Care Plan (CPC) and Update;
  - c. Care Plan Shared Timely;
  - d. Re-Assessment and Care Plan after Change in Setting;
  - e. Service Confirmation;
  - f. Timeliness of Start of Attendant Services;

- g. Percentage of Members Reporting Care Plan includes Matters Important to Them; and
- h. Percentage of Care Plans with Services and Supports that Reflect the Member's Goals.

ODM currently uses three measures for the Ohio Medicaid Managed Care Program: the Children's Health Insurance Program Reauthorization Act (CHIPRA) quality measure; the AHRQ prevention quality indicator; and the Ohio Medicaid-specific tobacco cessation measure. Measures are subject to change. Refer to the 'Ohio Medicaid Managed Care Program Resources' for links to the measures and methods documents located at: <http://medicaid.ohio.gov/provider/ManagedCare>

ODM currently uses eight measures for the MyCare Ohio Program: two claims-based measures with nationally recognized methodologies; and six CMS Minimum Data Set (MDS) nursing facility measures adapted to evaluate MCP performance using Ohio-Specific methodology. There may be additional MDS measures in the future, or for future programs, that align with the overall long-term care value-based purchasing (VBP) strategies. Refer to the MCOP Three Way Contract between ODM, CMS, and the MCOPs and ODM's MyCare Provider Agreement for a list of the measures that are used to evaluate the MyCare Ohio Program located at:

<http://medicaid.ohio.gov/Provider/ManagedCare/IntegratingMedicareandMedicaidBenefits.LegalandContracts/RFPs.aspx>.

### **Component One A2—Tasks 1 through 14**

To support performance measure development, calculation and reporting, the selected supplier must provide research-driven guidance and recommendations based on industry best practices of other States, organizations, and CMS. In providing the guidance and recommendations, the selected supplier must do the following:

1. Develop new methodology documents, in collaboration with ODM, for specific performance measures used by ODM to evaluate Ohio's Medicaid Managed Care Program and the MyCare Ohio Program;
2. Revise existing ODM methodology documents, in collaboration with ODM, for specific nationally recognized performance measures based on updates to national methodologies, inclusion of additional/different valid data sources (e.g., clinical data [electronic health records]), and other applicable factors on at least an annual basis;
3. Revise existing ODM methodology documents, in collaboration with ODM, for certain Ohio-specific measures based on methodologically sound principles, industry standard practices, measurement techniques applied by other states, national organizations and CMS, and other applicable factors, on at least an annual basis. Currently, the Ohio-specific performance measures include a tobacco use cessation measure and MCOP measures related to long-term care based on MDS data measures. However, additional Ohio-specific measures may be included as programs evolve and new populations are included;
4. Ensure alignment of measures, where possible, across all ODM programs, including, but not limited to, Medicaid managed care, MyCare, SIM CPC and episodes of care;

5. Develop and/or update programming code in Statistical Analysis System (SAS) or other ODM-approved programming applications per ODM-specified timelines and methodologies;
6. Calculate results for performance measures using documented programming in SAS or other ODM-approved programming application, in accordance with prescribed methodologies and per ODM specified timelines and parameters;
7. Produce MS Excel rate workbooks and/or or other data platforms approved by ODM that may be used by MCPs and/or service providers to potentially use for population health management which contain denominator and numerator performance measures results as requested by ODM;
8. Produce data bases, containing measure denominator, numerator, rates and other member-level specific data (e.g. gender, race, zip code, address) that can be migrated to data visualization platforms (e.g. Tableau) in order to easily view and manipulate detailed measure data, including interactive dashboard applications;
9. Develop analytical approach, including alternate data science technologies such as machine learning, for using clinical performance measure results and related data to gain insights into improving health care outcomes;
10. Develop and implement a process to reconcile discrepancies identified by the health plans for calculated performance measure results;
11. Provide SAS and other programming code, including updates, to ODM;
12. Provide technical assistance to ODM for using SAS and other programming code as specified by ODM;
13. Conduct a review and validation of programming code for measures specified by ODM; and
14. Accept data in the format provided by ODM, ODM's suppliers, and/or other State of Ohio agencies.

**Frequency Component One A2:** The selected supplier must calculate at least 16 performance measure results per MCOP plan annually, and three performance measure results per MCP annually. The number of measures is subject to change.

**Deliverables Component One A2:** The selected supplier must produce the following:

1. Performance measure methodology documents, as specified by ODM;
2. Reconciliation materials (e.g., reconciliation methodology document, Excel rate workbooks); and
3. Annual reports that contain the measures for the MyCare Ohio program, and annual reports that contain measures for the Medicaid Managed Care program. Reports must contain program and plan-level performance measure results, as specified by ODM.

## **Component One A3—Electronic Health Record (EHR) and Electronic Clinical Data Base Measures**

ODM's intent is to move more towards a system of quality metrics which encompasses multiple data sources, including social determinants of health (SDOH), using the best data possible (integrating clinical data, claims data, and other data sources) for both providing insight into our population-based approach, as well as to hold MCPs and providers accountable.

The selected supplier will assist ODM in researching existing data sources and methodologies, making recommendations, developing methods, performing calculations, and implementing new measurement techniques related to newly evolving quality measures, such as the HEDIS electronic clinical data system (ECDS) measures, which are calculated using multiple data sources including electronic clinical data systems and SDOH databases.

### **Component One A3—Tasks 1 through 4**

1. Conduct a comprehensive review of existing methodologies (including technical specifications) and data sources for calculating/reporting performance measures using multiple electronic clinical data systems, including the electronic health record. A review of existing methodologies should include the electronic clinical performance measures (eCQM) methods used by CMS for clinical quality measure calculating and reporting, HEDIS ECDS specifications, as well as any other electronic quality measure methodologies already developed or currently in development.
2. Analyze the applicability of existing methodologies for use by ODM to independently calculate and report performance and/or outcome measures (i.e. in lieu of reporting measures for ODM populations through CMS, NCQA or other organizational measure reporting systems); and
3. Evaluate existing electronic clinical data bases, including EHR, available to ODM and determine potential for integrating with ODM administrative data bases for the purposes of quality measure calculation and reporting; and
4. Develop and implement a transition plan to implement the use of ECDS measures to evaluate plan performance as these measures are assessed as being accurate, timely, available, and complete for monitoring managed care plan performance.

**Frequency Component One A3:** Every two years beginning July 1, 2019.

**Deliverables Component One A3:** The selected supplier must produce a comprehensive summary report of the existing methodologies and data sources for calculating/reporting performance measures using the EHR and other electronic clinical data systems.

## **COMPONENT ONE B SCOPE OF WORK: TECHNICAL ASSISTANCE FOR HEALTH PLAN PERFORMANCE MEASURES –HEDIS, CAHPS, HOS, NON-HEDIS, AND OHIO-SPECIFIC MEASURES**

ODM uses a combination of HEDIS, CAHPS, HOS, nationally recognized non-HEDIS measures, and Ohio-specific measures to evaluate the performance of Ohio's Medicaid Managed Care Program and MyCare Ohio Program participating health plans. The specific measures used align with goals and population streams established in ODM's Quality Strategy. ODM sets performance expectations and compliance standards for the measures used to monitor health plan performance in the ODM Provider

Agreements. ODM continually evaluates the appropriateness of selected measures and associated performance expectations in relation to population needs, program priorities, sustained performance improvement, and Quality Strategy goals and objectives.

### **Component One B — Technical Assistance for Health Plan Performance Measures: Tasks 1 through 10**

The selected supplier will assist ODM, as needed, in establishing performance measures and standards for the Ohio Medicaid Managed Care Program and the MyCare Ohio Program by making research-driven recommendations based on industry standards and best practices of other states, CMS, and national organizations. The following tasks pertain to the current Ohio Medicaid Managed Care (MMC) Program and MyCare Ohio Program. The MyCare Ohio is a demonstration program that currently will run through calendar year (CY) 2019. ODM is exploring opportunities to extend the MyCare Program and/or add additional populations such as Managed Long-Term Services and Support (MLTSS) into managed care.

The selected supplier must:

1. Assist ODM in the identification and selection of performance measures and/or measurement sets that are used to monitor the compliance of health plans with minimum performance standards and/or to award performance incentives to plans that meet ODM specified criteria. ODM has used criteria such as the following when selecting measures:
  - a. Are clinically appropriate for the specific population(s) being monitored;
  - b. Align with and support the goals of ODM's Quality Strategy;
  - c. Produce meaningful and robust results for Ohio's key areas of focus;
  - d. Integrate new measures as industry measurement sets evolve (e.g., CHIPRA, Adult Medicaid Core Set, eQMs, etc.);
  - e. Ensure reliability, availability, standardization, and accuracy of data sources (e.g., EHRs, vital statistics, claims) required for calculation of measures; and
  - f. May be trended over time to measure changes in performance, comparisons to other Ohio Medicaid plans, and comparisons with national benchmarks.
2. Recommend and/or evaluate methodologies for establishing minimum performance standards used to monitor plan compliance and set performance incentive levels used to award performance incentives to health plans using criteria specified by ODM. ODM has used criteria such as the following when selecting minimum performance standards:
  - a. Are based on research and knowledge of other states', organizations', and CMS' approaches to setting performance expectations for providers/MCPs;
  - b. Use national benchmarks and/or other industry-based standards when available and appropriate;
  - c. Drive performance improvement for Ohio's Medicaid Managed Care Program and the MyCare



Ohio Program;

- d. May be adjusted if there are changes in methodologies after the performance expectations are set; and
  - e. Use statistical analyses, or other sound methodology for setting standards, when national benchmarks are not available.
3. Identify and inform ODM of updates in HEDIS, CAHPS, HOS, and nationally recognized non-HEDIS measure methodology within seven calendar days of the release of published updates;
  4. Quantify the potential impact on HEDIS results from methodology changes to specific HEDIS measures using sound analytical techniques, in accordance with ODM's timeline;
  5. Recommend a methodology for adjusting performance standards if a measure's methodology changes after ODM performance standards are set;
  6. Perform ad hoc analyses related to questions raised by ODM and/or health plans regarding performance measure result calculations;
  7. Act as a liaison between ODM and NCQA and/or CMS with respect to specific questions on HEDIS, CAHPS, and HOS measures and methodologies;
  8. Ensure data collaboration, consistency, and coordination calculating HEDIS, CAHPS, and HOS performance measure results with CMS for the duration of the MyCare Program;
  9. Provide technical assistance to MCPs, MCOPs, and ODM, as needed, related to HEDIS and health plan self-reported data issues and their resolution; and
  10. Research, develop, implement, collect, calculate, and validate the new quality measures that are specific towards rebalancing (e.g., NCQA's rebalancing measure that is under-development), long-term care (LTC) and waiver populations including HCBS. Examples are:
    - a. HEDIS measures specific to LTSS population:
      - i. Readmission within thirty (30) Days of Hospitalization
      - ii. Flu Vaccination
      - iii. Pneumococcal Vaccination
      - iv. Adherence to Medication Regimen
    - b. CAHPS – HCBS. The 69 core items developed for measuring beneficiary experience with the Medicaid HCBS delivered by providers. Include the following topics:
      - i. Getting Needed Services
      - ii. Communication with Providers
      - iii. Case Managers
      - iv. Choice of Services
      - v. Community Inclusion and Empowerment
      - vi. Personal Safety

vii. Medical Transportation

**Frequency Component One B:** As needed by ODM, not to exceed 500 hours per SFY.

**COMPONENT ONE C SCOPE OF WORK – CONSUMER SURVEYS: CONSUMER EXPERIENCE SURVEY, CARE MANAGEMENT SURVEY, AND HEALTH OUTCOMES SURVEY**

**Component One C1. Consumer Experience Surveys**

**Component One C1A: CAHPS – Ohio Medicaid Managed Care Program**

Ohio Medicaid uses CAHPS surveys to monitor the performance of the Ohio Medicaid Managed Care Program and to evaluate managed care plan (MCP) compliance with program requirements. Ohio Medicaid requires MCPs to administer annual adult and child CAHPS surveys to their Ohio Medicaid membership and to submit their survey data to ODM, the NCQA, and the Agency for Healthcare Research and Quality's (AHRQ's) CAHPS Database. (Further information about NCQA and the CAHPS Database can be found at the following websites: <https://www.ahrq.gov/cahps/cahps-database/index.html> and <http://www.ncqa.org/hedis-quality-measurement/data-reporting-services/cahps-5-0-survey/cahps-5-0h-survey>. The selected supplier will be required to receive, validate, and analyze each MCP's CAHPS survey data and produce reports of survey findings for the State.

**Component One C1A —Tasks 1 through 2**

**1. Data Receipt and Validation**

Ohio's five contracted MCPs are required to administer the *NCQA HEDIS CAHPS Adult Medicaid Health Plan Survey* and the *NCQA HEDIS CAHPS Child Medicaid Health Plan Survey (with the chronic conditions measurement set)* and to submit the items listed below to ODM on an annual basis, per the *ODM CAHPS Survey Administration and Data Submission Specifications* (the below documents may be viewed at the following link:

<http://medicaid.ohio.gov/Portals/0/Resources/Managed%20Care%20Reports/MethodsSpecs/2018/ODM-CAHPS-Survey-Admin-Specs.pdf>.

- a. NCQA Summary-Level Reports (3 pdf files);
- b. NCQA Member-Level Data Files (2 (comma separated values) csv files);
- c. Ohio-Specific Member-Level Data Files (2 csv files);
- d. CAHPS Survey Instruments (2 pdf files);
- e. Survey Supplier(s) Contact Information (1 pdf file); and
- f. CAHPS Survey Administration and Data Submission Certification Letters (3 pdf files).

For each SFY, ODM will instruct the MCPs to submit the items listed above to the selected supplier.

The selected supplier must perform the following requirements:

1. Develop a data file layout document to be provided to Ohio's contracting MCPs for their use in submitting the Ohio-Specific Member-Level Data Files;
2. Establish and maintain a secure file transfer protocol (FTP) site to allow for receipt of the data;

3. Receive, maintain, and process the data;
4. Validate the data in accordance with the *ODM CAHPS Survey Administration and Data Submission Specifications*; *HEDIS Volume 3: Specifications for Survey Measures*; *NCQA's Quality Assurance Plan for HEDIS Survey Measures*; *NCQA and ODM data file layouts*; and *NCQA Summary Reports* (for Ohio's contracting plans); and
5. Inform ODM that all required data files were received and conform to the *ODM CAHPS Survey Administration and Data Submission Specifications*.

## **1. Data Analysis**

The selected supplier must perform the following general requirements:

1. Analyze data using Medicaid CAHPS Health Plan Survey data files imported from ODM's contracting MCPs;
2. Analyze data in accordance with *HEDIS Volume 3: Specifications for Survey Measures*, *NCQA's Quality Assurance Plan for HEDIS Survey Measures*, *NCQA Summary-Level Reports* (from Ohio's five contracting MCPs), and the *ODM CAHPS Survey Administration and Data Submission Specifications*;
3. Analyze adult and general child member data at the statewide level for each MCP and the Ohio Medicaid Managed Care Program; and
4. Analyze data for children with chronic conditions and children without chronic conditions at the statewide level for the Ohio Medicaid Managed Care Program only.

The selected supplier must perform the following specific analyses:

1. Calculate response rates;
2. Prepare adult, general child, children with chronic conditions (CCC), and children without chronic conditions demographic (non-CCC) profiles;
3. Prepare general child, CCC, and non-CCC respondent profiles;
4. Prepare a profile of members classified as children with chronic conditions (i.e., responses to the CCC screener questions);
5. Conduct a respondent/non-respondent analysis and test for statistically significant differences between respondents and non-respondents at the MCP and Ohio Medicaid Managed Care Program levels, with respect to member age, gender, race, and ethnicity;
6. Conduct a comparative analysis of MCP, Ohio Medicaid Managed Care Program, and national Medicaid three point means, and test for statistically significant differences between MCP level and Ohio Medicaid Managed Care Program level scores;
7. Conduct a trending analysis of MCP, Ohio Medicaid Managed Care Program, and national

Medicaid three point means, and test for statistically significant differences between current and prior year's scores for each MCP and the Ohio Medicaid Managed Care Program;

8. Produce star ratings tables for adult and general child members that compare MCP and Ohio Medicaid Managed Care Program three point means for the core measures (i.e., global ratings and composite measures) to national Medicaid benchmarks provided in *NCQA CAHPS Benchmarks and Thresholds for Accreditation*;
9. Conduct a key drivers analysis for approximately three of the CAHPS core measures (to be determined) which includes a review of MCP and Ohio Medicaid Managed Care Program performance on the key drivers to identify strengths and weaknesses and presents findings using an analytic diagram or model (e.g., a priority matrix, opportunity analysis). Separate analyses should be performed on the adult and general child data;
10. Develop cross tabulations of specific survey data (e.g., responses to each survey question stratified by certain demographic variables), for the adult and general child populations, as specified by ODM;
11. Conduct a comparative analysis of CCC and non-CCC three point means, and test for statistically significant differences between CCC and non-CCC level scores;
12. Conduct a trending analysis of CCC and non-CCC three point means, and test for statistically significant differences between current and prior year's scores for each population; and
13. Develop cross tabulations of specific survey data (e.g., responses to each survey question stratified by certain demographic variables), for the CCC population only, as specified by ODM.

**Frequency Component One C1A:** Annually, effective with the calendar year (CY) CY2019 CAHPS survey (to be administered February – May 2019). The selected supplier will be provided with the MCPs' CY2019 survey data.

**Deliverables Component One C1A:** The selected supplier must produce the following reports each SFY, for a total of four reports, beginning in SFY 2020:

1. One Dashboard Report (this is a static report, approximately five (5) pages in length, that contains initial summary findings for the core measures, in graphical displays), submitted to ODM at the commencement of data analysis);
2. One Executive Summary Report;
3. One Full Report (to include an introduction, survey methodology, findings, conclusions and recommendations); and
4. One Survey Methodology Report.

The selected supplier will work with ODM to further define analytical and reporting expectations (e.g., report outlines, data analysis plans).

## **Component One C1B: CAHPS – MyCare Ohio Program**

Ohio Medicaid uses CAHPS surveys to monitor the performance of the MyCare Ohio Program and to evaluate MyCare Ohio Plans' (MCOPs') compliance with program requirements. Ohio Medicaid requires MCOPs to administer annual Medicare CAHPS surveys to their MyCare Ohio membership and to submit their survey data to CMS. The selected supplier will be required to receive, validate, and analyze the MCOPs' Medicare CAHPS survey data and to produce reports of survey findings for the state.

### **Component One C1B – Tasks 1 and 2**

#### **1. Data Receipt and Validation**

Ohio's five contracting MCOPs are required to administer the *Medicare Advantage and Prescription Drug Plan (MA & PDP) CAHPS Survey* and to submit their survey data to CMS on an annual basis. For each SFY, ODM will enter into a data use agreement with CMS to obtain and share this data with the selected supplier.

The selected supplier must perform the following general requirements:

1. Work with ODM to establish specifications for the data use agreement with CMS;
2. Establish and maintain a secure file transfer protocol (FTP) site to allow for receipt of the data;
3. Receive, maintain, and process the data; and
4. Validate the data in accordance with *CMS MA & PDP Quality Assurance Protocols & Technical Specifications*; *CMS data file layouts*; and *CMS Medicare-Medicaid Plan CAHPS Results Reports (provided by ODM)*.

#### **2. Data Analysis**

The selected supplier must perform the following general requirements:

1. Analyze data using Medicare CAHPS data files imported from ODM;
2. Analyze data using methodologies established by CMS and ODM; and
3. Analyze data at the statewide level for each MCOP and the MyCare Ohio Program.

The selected supplier must perform the following specific analyses:

1. Calculate response rates;
2. Prepare demographic profiles;
3. Conduct a respondent/non-respondent analysis and test for statistically significant differences between respondents and non-respondents at the MCOP and MyCare Ohio Program levels, with respect to member age, gender, and race;

4. Conduct a comparative analysis of MCOP, MyCare Ohio Program, and national Medicare-Medicaid plan (MMP) mean scores, and test for statistically significant differences between MCOP level and MyCare Ohio Program level scores;
5. Conduct a trending analysis of MCOP, MyCare Ohio Program, and national MMP mean scores, and test for statistically significant differences between current and prior year's scores for each MCOP and the MyCare Ohio Program;
6. Produce star ratings tables that compare MCOP and MyCare Ohio Program mean scores for the core measures (i.e., global ratings and composite measures) to national MMP benchmark data;
7. Conduct a key drivers analysis for approximately three (3) of the CAHPS core measures (to be determined) which includes a review of MCOP and MyCare Ohio Program performance on the key drivers to identify strengths and weaknesses and presents findings using an analytic diagram or model (e.g., a priority matrix, opportunity analysis); and
8. Develop cross tabulations of specific survey data (e.g., responses to each survey question stratified by certain demographic variables), as specified by ODM.

**Frequency Component One C1B:** Annually, effective with the CY2019 CAHPS survey (to be administered in the first half of CY 2019). The selected supplier will be provided with the MCOPs' CY2019 survey data.

**Deliverables Component One C1B:** The selected supplier must produce the following reports each SFY, for a total of four reports, beginning in SFY 2020:

1. One Dashboard Report (this is a static report, approximately 5 pages in length, which contains initial summary findings for the core measures, in graphical displays), submitted to ODM at the commencement of data analysis;
2. One Executive Summary Report;
3. One Full Report (to include an introduction, survey methodology, findings, conclusions and recommendations); and
4. One Survey Methodology Report.

The selected supplier will work with ODM to further define analytical and reporting expectations (e.g., report outlines, data analysis plans).

### **Component One C2 – Care Management Surveys**

Care management is a significant component of Ohio Medicaid's managed care programs. The use of care management allows ODM to better ensure Medicaid consumers are receiving high quality health care in a cost-effective manner. The Ohio Medicaid Managed Care Program's contracted MCPs are required to provide care management services for members with complex needs. Similarly, the MCOPs are also required to provide care management services for all enrolled members. ODM establishes care management policy, regulations, and contractual requirements for both programs, and evaluates health

plan performance.

The selected supplier must conduct survey research to evaluate Ohio Medicaid members' experiences with the health plans' care management program operations and service delivery and to assess their satisfaction with those services. Care management programs provided by the state's five contracted MCPs and those provided by the state's five contracted MCOPs will be assessed separately. Specific study populations and indicators will be developed in collaboration with ODM. Both surveys will be conducted annually.

### **Component One C2—Tasks 1 through 10:**

In conducting the care management surveys, the selected supplier must:

1. Develop a research methodology;
2. Identify study populations and indicators;
3. Develop and follow a sampling plan that uses a representative sample and allows for data to be analyzed per plan and program using a 95 percent confidence level with a 5 percent margin of error;
4. Develop data collection tools;
5. Recommend, select, and/or develop survey instruments with preference given to nationally-accepted, publicly-available survey measures and instruments;
6. Use data collection procedures that ensure data are valid and reliable;
7. Use survey administration protocols designed to achieve a high response rate;
8. Develop and follow a data analysis plan that includes risk adjustment and statistical significance testing when appropriate;
9. Develop a report outline; and
10. Produce and submit member-level survey data files and cross tabulations to ODM.

The selected supplier must work with ODM to further define analytical and reporting expectations.

**Frequency Component One C2:** Annually, beginning in SFY 2020, the supplier must conduct one survey for MyCare and one survey for Managed Care (for a total of two surveys).

**Deliverables Component One C2:** For each program (i.e., Managed Care, MCOP) and contract year in which a survey is conducted, the selected supplier must create one full report (for a total of two reports). Each report must include, but not be limited to, the following sections: Executive Summary, Introduction, Methodology, Results, Summary, Conclusions and Recommendations.

### **Component One C3: Medicare Health Outcomes Surveys (HOS)**

Ohio Medicaid uses the *Medicare Health Outcomes Survey (HOS)* to monitor the performance of the MyCare Ohio Program and to evaluate MyCare Ohio Plans' (MCOPs) compliance with program requirements. Ohio Medicaid requires MCOPs to administer the Medicare HOS annually to their MyCare Ohio membership and to submit their survey data to CMS. The selected supplier will be required to receive, validate, and analyze the MCOPs' Medicare HOS data and to produce reports of survey findings for the State.

### **Component One C3 – Tasks 1 through 2**

Ohio's five contracting MCOPs are required to administer Baseline and Follow-Up Medicare HOS and to submit their survey data to CMS on an annual basis. This data is made available by CMS the following year. For each contract year, MCOP Baseline and Follow-Up HOS data will be obtained from CMS and used by the selected supplier.

#### **1. Data Receipt and Validation**

The selected supplier must perform the following general requirements:

1. The selected supplier and ODM shall collaborate to obtain MCOP Baseline and Follow-Up HOS data, as available, from CMS for each contract year;
2. Establish and maintain a secure file transfer protocol (FTP) site to allow for receipt of the data;
3. Receive, maintain, and process the data; and
4. Validate the data in accordance with *HEDIS Volume 6: Specifications for the Medicare Health Outcomes Survey*; *CMS HOS Baseline and Performance Measurement Data Users Guides*; and *CMS data file layouts*.

#### **2. Data Analysis**

The selected supplier must perform the following general requirements:

1. Analyze data using Medicare Baseline and Follow-Up HOS survey data files obtained from CMS;
2. Analyze data using requirements and methodologies established by CMS, AHRQ, CDC, NCQA, and/or ODM, as applicable; and
3. Analyze Baseline and Follow-Up HOS data separately, at the statewide level for each MCOP and the MyCare Ohio Program.

The selected supplier must perform the following specific analyses:

1. Calculate response rates;
2. Prepare demographic profiles;
3. Analyze the prevalence of chronic medical conditions;



4. Conduct a comparative analyses of MCOP scores, MyCare Ohio Program scores, and national MMP scores (as available and applicable);
5. Conduct a trending analysis (e.g., current and past two cohorts) of MCOP scores, MyCare Ohio Program scores, and national MMP scores (as available and applicable);
6. Test for statistically significant differences, where appropriate; and
7. Validate data output against *CMS HOS Baseline and Performance Measurement Results Reports (provided by ODM)*.

**Frequency Component One C3:** Annually, effective SFY 2020, using the MCOPs' Baseline and Follow-Up HOS data obtained from CMS. The selected supplier and ODM will collaborate to obtain the required data.

**Deliverables Component One C3:** The selected supplier must produce the following two reports each SFY, beginning in SFY 2020:

1. One Dashboard Report (this is a static report, approximately 5-10 pages in length, that contains preliminary findings for core measures, in graphical displays), submitted to ODM at the commencement of data analysis; and
2. One Full Report (to include an executive summary, introduction, methodology, findings, conclusions, and recommendations sections).

The selected supplier must work with ODM to further define reporting expectations.

#### **COMPONENT ONE D SCOPE OF WORK: MANAGED CARE PLAN (MCP) AND MYCARE OHIO (MCOP) QUALITY RATING SCORECARDS**

This Deliverable focuses on the continued production of the MCP and MCOP Quality Rating Scorecards evaluating plan performance using established methodology and metrics. The scorecards present star ratings based on standardized scores that summarize performance at the measure, category, domain and overall plan levels. The scorecard methodology is revised, as needed, to align with revisions to the Provider Agreements between ODM and the plans. ODM's dashboard application provides most of the data for the scorecard. Currently, the scorecard is generated primarily in Microsoft® Excel and Microsoft® Word. Data is both exported and manually entered into a series of Excel workbooks that ultimately feed into a master spreadsheet and word template that generate PDFs for reports. However, the supplier must be prepared to make recommendations to improve data visualization platforms (e.g. Tableau), including interactive dashboard applications.

(Please refer to the Program Resource Library for the MCP performance scorecard methodology, a sample scorecard, and sample summary report.)

ODM will make available to the selected supplier, after finalizing the contract, the Excel and Word files and ODM dashboard data used to produce ODM's scorecard. This information may be used in completing this Scope of Work at the selected supplier's discretion.

## **Component One D —Tasks 1 through 8**

1. Establish a work plan for completing the MCP and MCOP Quality Rating Scorecards, considering applicable national requirements from CMS including compliance with new CMS guidelines on state scorecards, innovative approaches used by other state Medicaid programs and/or the health care industry;
2. As necessary, or as requested by ODM, analyze the MCP and MCOP Quality Rating Scorecards methodology's reporting, analytics, and data;
3. As necessary, or as requested by ODM, review and determine if the appropriate systems and processes are in place to support production of the MCP and MCOP Quality Rating Scorecards;
4. Produce the MCP and MCOP Quality Rating Scorecards and any associated reference materials (e.g., score calculation and data source documentation), as specified and approved by ODM, on an annual basis;
5. Maintain the ODM MCP and MCOP Quality Rating Scorecards Methodology documents and revise annually in collaboration with ODM;
6. Integrate new measures as industry measurement sets evolve (e.g., electronic clinical performance measures (eCQMs), etc.);
7. Modify/enhance the MCP and MCOP Quality Rating Scorecard templates as specified by ODM in response to and in alignment with ODM's changing business requirements (e.g., ODM branding, changes in federal regulations, revisions to the Provider Agreements between ODM and the MCPs) and/or changes to report card measure specifications (e.g., HEDIS, CAHPS); and
8. Provide assistance to the plans on how to read, interpret, and use the report cards in a performance improvement strategy.

**Frequency Component One D:** Annually, in July.

**Deliverables Component One D:** The selected supplier must establish a work plan for developing and implementing an electronic MCP Quality Rating Scorecard and an electronic MCOP Quality Rating Scorecard (these are separate scorecards) to assist ODM in evaluating the performance of the Ohio Medicaid Program's contracted health plans. The selected supplier must develop and implement the electronic scorecards and produce individual plan and summary results, per ODM specifications, on a semi-annual basis. The supplier must modify/enhance the scorecard tools (analytics, reporting, and/or reference materials) as needed, to align with ODM's changing business requirements. These Deliverables will include the development and implementation of all necessary hardware, software, data and documentation (e.g., scorecard methodology, scorecard reports).

## **COMPONENT ONE E SCOPE OF WORK – PRIMARY CARE CLINICIAN REPORT CARDS**

This Scope of Work focuses on the continued production and adaptation of a Primary Care clinician (PCC) report card giving providers actionable information that allows them to rank their performance relative to their peers and, eventually will enable consumers to review their clinicians' performance. The first report cards were produced in June of 2017. The report card's measures should be in alignment with Ohio's CPC

Program Quarterly report (Component Two Deliverable H), the EQR Technical Report (Component Two Deliverable C), the MCP Provider Agreement located at the following website: (<http://medicaid.ohio.gov/Provider/ManagedCare/ProgramResourceLibrary/CombinedProviderAgreement>) ODM's population streams, and ODM's Quality Strategy located at the following website: (<http://medicaid.ohio.gov/MEDICAID-101/-Quality-Strategy-and-Measures>). The selected supplier shall develop and publish a PCC report card and integrated summary report displaying individual PCC's performance against key standards. The report card shall be based on claims data provided by ODM and may also use other data sources such as s (EHRs and other electronic clinical data sources (ECDS)) in order to align with all relevant measures.

### **Component One E – Tasks 1 through 12**

In conducting this Scope of Work the selected supplier must:

1. Complete a work plan for each phase detailing the updating and enhancement of the Primary Clinician Report Cards and integrated Summary Reports;
2. As needed, or as requested by ODM, analyze the report card's methodology, including identification of providers, data gathering and validation, metric calculation, and report transmission;
3. Make recommendations on improvements on data tools for the PCCs for managing their Medicaid populations (e.g., identifying patients with gaps in care and/or high risk, etc.);
4. Make recommendations on how to integrate new measures and/or data sources as industry measurement sets evolve (e.g., eQMs, etc.);
5. Collaborate with ODM to ensure data files are in a user-friendly format for providers to access when they are disseminated with the reports;
6. Provide informational services showing participating clinicians how to access and read their reports;
7. Assist ODM and its affiliates with identifying and developing formats and processes for disseminating the Primary Clinician (PCC) Report Cards and Summary Reports (currently, disseminated through the MITs provider portal.). Produce and disseminate PCC Report Cards and Summary Reports in an ODM-specified format no more than on a quarterly basis;
8. Produce and disseminate accompanying data files and/or tools to enable PCCs to use the data to manage their Medicaid populations that support each PCC Report Card and Summary Report;
9. Complete a maintenance plan for supporting the PCC Report Cards and Summary Reports over time;
10. Prepare for and conduct stakeholder meetings;
11. Facilitate work groups to disseminate best practices; and

12. Evaluate MCP use of report including, but not limited to determining if plans are accessing reports and how plans use the reports. Use feedback to suggest revisions and enhancements to the report cards.

### **Frequency Component One E: Quarterly**

**Deliverables Component One E:** The selected supplier must produce no more than four integrated PCC report cards and summary reports each SFY. At a minimum, Report Cards shall include:

1. Demographic information of provider panel and chronic condition prevalence;
2. Provider-level risk-adjusted metrics (e.g., utilization rates, HEDIS measures, total cost of care, potentially preventable visits);
3. Comparisons to appropriate peer groups (e.g., performance comparison of provider compared to peers);
4. Data tables supporting each Provider Report Card, with the potential to build out a more interactive data mining or visualization tool;
5. The potential to translate all relevant data into a consumer-facing report; and
6. Demographic information and quality metrics encompassing social determinants of health, with potential for eCQMs in the future.

Summary reports shall:

1. Present data in a graphic format with supporting descriptions, and may incorporate the use of data visualization tools; and
2. Enable comparisons of data, e.g., at the state, Managed Care and MyCare regional, and county levels.

### **COMPONENT ONE F SCOPE OF WORK: PROVIDER SATISFACTION SURVEYS**

Ohio Medicaid uses Provider Satisfaction Surveys to monitor the performance of its Medicaid Managed Care and MyCare Ohio Programs. The selected supplier will be required to select and/or develop a survey instrument, administer the survey, validate and analyze the survey data, and prepare reports of survey findings for the State.

#### **Component One F – Tasks 1 through 8**

The selected supplier must perform the following general requirements in collaboration with ODM:

1. Identify study populations and indicators;
2. Recommend, select, and/or develop survey instrument(s), with preference given to nationally-accepted, publicly-available survey measures and instruments;

3. Develop and follow a sampling plan that uses a representative sample, allows data to be analyzed per plan, and uses a 95 percent confidence level with a five percent margin of error;
4. Develop and follow a data analysis plan that includes risk adjustment and statistical significance testing when appropriate;
5. Develop and follow reporting expectations and report outlines;
6. Use survey administration protocols designed to achieve high response rates;
7. Use data collection procedures that ensure data are valid and reliable; and
8. Validate data by:
  - a. Validating that the number of records and completes match final disposition report;
  - b. Ensuring disposition codes and questions coded according to project specifications;
  - c. Validating all data elements have valid values; and
  - d. Calculating results in accordance with data analysis plan approved by ODM.

**Frequency Component One F:** Administer the survey annually, effective SFY 2020. The timeframe for administering the survey (i.e., month/CY) during each SFY will be determined in collaboration with ODM.

**Deliverables Component One F:** The selected supplier must produce the following two reports each SFY:

1. One Dashboard Report (this is a static report, approximately 2-5 pages in length, that contains initial summary findings for the core measures, in graphical displays), submitted to ODM at the commencement of data analysis; and
2. One Full Report (to include an introduction, methodology, findings, conclusions and recommendations).

## **COMPONENT ONE G SCOPE OF WORK: ENCOUNTER DATA VALIDATION STUDIES**

Encounter data is generated by the health plan information systems based on claims submitted by providers for payment and shadow claims from capitated providers. ODM uses encounter data validation studies for measuring the accuracy and completeness of encounter data, and to support Medicaid's efforts to ensure program integrity.

In August 2011 with the implementation of Medicaid Information Technology System (MITS), Ohio began collecting encounters on 837 Electronic Data Interchange (EDI) format, enabling the collection of detailed information related to services provided to Medicaid members, including but not limited to, payments to providers for specific procedures, payment arrangements between plans and providers including sub-capitated arrangements, Third-Party Liability (TPL) payments, detailed provider information, and member diagnoses. ODM uses encounter data as a primary data source to set capitation rates for plans, monitor plan performance, determine member service utilization, and evaluate program effectiveness. Key data elements related to payments between plans and providers, TPL, diagnoses, and procedures are especially important for rate setting and ensuring appropriate access to and quality of care.

The purpose of this study is to evaluate the accuracy and completeness of key data encounter data elements, including but not limited to costs associated with the provision of Medicaid services, accurate identification of service providers, and complete diagnosis and procedure coding.

The supplier must conduct an encounter data validation study to measure the accuracy of payment, diagnoses, provider, TPL, cost information, and other relevant information as determined by ODM, submitted via encounter data for each MCP and MCOP participating in Ohio Medicaid's Managed Care Program, MyCare Ohio Program, and any additional programs created by ODM that rely on managed care to administer benefits to members. The supplier will work with ODM to focus on key data components (e.g., diagnosis, denials, edits), and utilization standards, that are commonly used in quality improvement and actuarial practice or are nationally accepted, to help determine the timeliness, completeness, and accuracy of encounter data. The supplier shall consider that this study may include data collection/auditing activities that are conducted on-site with the plan.

### **Component One G1—Data Collection and Validation: Tasks 1 through 5**

In conducting this study, the selected supplier must:

1. Develop a study methodology, including sampling and analysis plans;
2. Recommend, select, and/or develop instruments that are based on nationally accepted standards;
3. Develop data collection tools which may include an on-site audit component;
4. Use a representative sample that will allow for results by plan (i.e., MCOP, MCP) and statewide, and;
5. Use data collection procedures that ensure data are valid and reliable.

#### **Frequency Component One G1: Annually**

**Deliverables Component One G1:** The selected supplier must produce one report for the Medicaid Managed Care Program and one report for the MCOP that each include plan-specific and statewide results. The reports must include at a minimum the following sections: Executive Summary, Methodology, Findings, Conclusions, and Recommendations.

### **Component One G2—Technical Assistance**

The selected supplier must provide technical assistance to the MCPs and MCOPs that perform poorly on the encounter data validation studies and/or are found to maintain poor quality data.

### **Component One G2—Tasks 1 through 3**

This assistance must include, but is not limited to, the following:

1. Providing MCPs and MCOPs with guidance on how to monitor the accuracy and completeness of the encounter data that is submitted to ODM;
2. Providing MCPs and MCOPs with guidance on how to establish edits; and

3. Providing MCPs and MCOPs with guidance on how to link various files (e.g. the provider file with administrative claims file) to ensure that the MCPs and MCOPs are providing ODM with all of the required encounter data elements.

## **COMPONENT ONE H—ENCOUNTER DATA VOLUME AND ACCURACY**

In April 2016, CMS finalized rules pertaining to Medicaid and CHIP programs specific to Medicaid Managed Care (42 CFR §§ 431, 433, 438, 440, 457, and 495). A major focus area within the rule package is ensuring encounter data completeness and accuracy. As part of ODM's efforts to meet this requirement, ODM will track encounter data volume and compare encounter data information to managed care cost report information on a quarterly basis.

### **Component One H1: Encounter Data Volume Assessments—Tasks 1 through 13**

The supplier must:

1. Develop and produce quarterly reports designed to examine and compare the volume of accepted encounters of the managed care and MyCare Ohio plans to each other, separated by eligibility category, including, but not limited to, the following categories of service:

For the Medicaid Managed Care Plans:

- a) Inpatient Hospital;
- b) Behavioral Health;
- c) Emergency Department;
- d) Dental;
- e) Vision;
- f) Primary and Specialist Care;
- g) Pharmacy;
- h) Durable Medical Equipment;
- i) Deliveries; and
- j) Outpatient Services.

For the MyCare Ohio Plans:

- a) Inpatient Hospital;
- b) Behavioral Health;
- c) Emergency Department;
- d) Dental;
- e) Vision;
- f) Primary and Specialist Care;
- g) Pharmacy;
- h) Durable Medical Equipment;
- i) Nursing Facility;
- j) Home Health; and
- k) Outpatient Services.

2. Develop and update methodologies with documentation based on updates to cost report methodologies or other programmatic changes determined relevant to encounter volume, with the inclusion of valid data sources in collaboration with ODM for the categories of service listed above and others that may be pertinent to encounter volume on at least an annual basis;
3. Develop a data-driven approach to identify gaps in encounter data submissions to include in the quarterly reports;
4. Develop a methodology for benchmarking encounter data volume and setting performance thresholds, which may include an improvement component and/or minimum set standards for which ODM can hold the managed care plans and MyCare Ohio plans accountable;
5. Develop and/or update programming code in SAS or other ODM-approved programming applications;
6. Calculate results for encounter data volume measures using documented programming in SAS or other ODM-approved programming application;
7. Produce MS Excel rate workbooks and/or or other data platforms approved by ODM that may be used by managed care plans and MyCare Ohio plans which contain denominator and numerator performance measures results as requested by ODM;
8. Produce data bases, containing measure denominator, numerator, and rates that can be migrated to data visualization platforms (e.g. Tableau) in order to easily view and manipulate detailed measure data, including interactive dashboard applications;
9. Develop and implement a process to reconcile discrepancies identified by the managed care and MyCare Ohio plans for calculated performance measure results;
10. Provide SAS and other programming code to ODM;
11. Provide technical assistance to ODM for using SAS and other programming code as specified by ODM;
12. Conduct a review and validation of programming code for measures specified by ODM; and
13. Accept data in the format provided by ODM, ODM's suppliers, and/or other State of Ohio agencies.

**Frequency Component One H1:** The selected supplier must calculate the Encounter Data Volume measure results for the Managed Care and MyCare Ohio Plans for comparison purposes on a quarterly basis. The measure list is subject to change.

**Deliverables Component One H1:** The selected supplier must produce the following:

1. Performance measure methodology documents, as specified by ODM;
2. Reconciliation materials (e.g., reconciliation methodology document, Excel rate workbooks); and



3. Quarterly reports that contain the measures for Encounter Data Volume. Reports must contain Managed Care and MyCare Ohio performance measure results, as specified by ODM.

### **Component One H2: Encounter Data to Cost Report Comparison – Tasks 1 through 12**

In order to evaluate the accuracy and completeness of encounter data and data reported by the Managed Care and MyCare Ohio Plans on their quarterly cost reports, the selected supplier must do the following:

1. Develop and update methodologies with documentation based on updates to cost report methodologies or other programmatic changes determined relevant to encounter volume, with the inclusion of valid data sources in collaboration with ODM for the categories of service listed above and others that may be pertinent to cost report on at least an annual basis;
2. Develop a data-driven approach to identify differences between encounter data submissions and cost report submissions to include in the quarterly reports;
3. Develop a methodology for benchmarking the difference between encounter data and cost report data and setting performance thresholds, which may include an improvement component and/or minimum set standards for which ODM can hold the managed care plans and MyCare Ohio plans accountable;
4. Develop and/or update programming code in SAS or other ODM-approved programming applications;
5. Calculate results for encounter data to cost report comparison measures using documented programming in SAS or other ODM-approved programming application;
6. Produce MS Excel rate workbooks and/or or other data platforms approved by ODM that may be used by managed care plans and MyCare Ohio plans which contain denominator and numerator performance measures results as requested by ODM;
7. Produce data bases, containing measure denominator, numerator, and rates that can be migrated to data visualization platforms (e.g. Tableau) in order to easily view and manipulate detailed measure data, including interactive dashboard applications;
8. Develop and implement a process to reconcile discrepancies identified by the managed care and MyCare Ohio plans for calculated performance measure results;
9. Provide SAS and other programming code to ODM;
10. Provide technical assistance to ODM for using SAS and other programming code as specified by ODM;
11. Conduct a review and validation of programming code for measures specified by ODM; and
12. Accept data in the format provided by ODM, ODM's suppliers, and/or other State of Ohio agencies.

**Frequency Component One H2:** The selected supplier must calculate the Encounter Data to Cost Report

Data measure results for the Managed Care and MyCare Ohio Plans for comparison purposes on a quarterly basis. The measure list is subject to change.

**Deliverables Component H2:** The selected supplier must produce the following:

1. Performance measure methodology documents, as specified by ODM;
2. Reconciliation materials (e.g., reconciliation methodology document, Excel rate workbooks); and
3. Quarterly reports that contain the measures for Encounter Data to Cost Report Data comparisons. Reports must contain Managed Care and MyCare Ohio performance measure results, as specified by ODM.

### **Component One H3: Encounter Data Submission Completeness Assessments – Tasks 1 through 12**

In order to ensure consistent, timely, and complete encounter data submissions by the Managed Care and MyCare Ohio Plans, the selected supplier must complete the following:

1. Develop and update methodologies with documentation to ensure that all Managed Care and MyCare Ohio Plans have submitted complete encounter data that accurately reflects the data maintained in the plans' claims systems;
2. Develop a data-driven approach to identify differences between encounter data between claims data stored in the plans' systems and encounter data sent to and reflected in ODM's data systems;
3. Develop a methodology for benchmarking the difference between the claims data stored in plans' systems and encounter data reflected in ODM's data systems, which may include and improvement component and/or minimum set standards for which ODM can hold the Managed Care and MyCare Ohio plans accountable;
4. Develop and/or update programming code in SAS or other ODM-approved programming applications;
5. Calculate results for claim to encounter comparison measures using documented programming in SAS or other ODM-approved programming application;
6. Produce MS Excel rate workbooks and/or or other data platforms approved by ODM that may be used by managed care plans and MyCare Ohio plans which contain denominator and numerator performance measures results as requested by ODM;
7. Produce data bases, containing measure denominator, numerator, and rates that can be migrated to data visualization platforms (e.g. Tableau) in order to easily view and manipulate detailed measure data, including interactive dashboard applications;
8. Develop and implement a process to reconcile discrepancies identified by the managed care and MyCare Ohio plans for calculated performance measure results;
9. Provide SAS and other programming code to ODM;

10. Provide technical assistance to ODM for using SAS and other programming code as specified by ODM;
11. Conduct a review and validation of programming code for measures specified by ODM; and
12. Accept data in the format provided by ODM, ODM's suppliers, and/or other State of Ohio agencies.

**Frequency Component One H3:** The selected supplier must calculate the claim to encounter data measure results for the Managed Care and MyCare Ohio Plans for comparison purposes on a monthly basis. The measure list is subject to change.

**Deliverables Component H3:** The selected supplier must produce the following:

1. Performance measure methodology documents, as specified by ODM;
2. Reconciliation materials (e.g., reconciliation methodology document, Excel rate workbooks); and
3. Quarterly reports that contain the measures for Claim to Encounter Data comparisons. Reports must contain Managed Care and MyCare Ohio performance measure results, as specified by ODM.

### **COMPONENT ONE I SCOPE OF WORK: PERFORMANCE IMPROVEMENT PROJECTS**

ODM defines quality improvement as a deliberate and defined, science-informed approach that is responsive to member and provider needs and incorporates reliable methods for improving population health. Following this definition, the MCPs and MCOPs (health plans) shall make continuous and ongoing efforts to achieve measurable improvements in efficiency, effectiveness, performance, accountability, outcomes and other indicators of quality in services or processes that achieve equity and improve population health. Often these efforts require manual, rapid cycle, iterative work to determine effective strategies that may need to be “hardwired” into plan processes.

During each contract SFY, each health plan will be required to conduct multiple improvement projects as outlined in the ODM Provider Agreements. Each year, one of the improvement projects will be a PIP validated by the EQR. All improvement projects, including PIPs, must achieve, through periodic measurements and interventions, significant and sustained improvement in clinical and non-clinical areas which are expected to have a favorable effect on health outcomes and satisfaction. Health plans must adhere to ODM improvement project content and format specifications. All ODM-specified improvement projects span a minimum of 18 months which includes planning and implementation activities, as well as putting processes in place for sustainability and further testing and refinement of interventions during spread.

Health plans must submit the status and results of each improvement project to ODM on a schedule determined by ODM. The status and results of each phase of the PIP must be submitted to ODM and the EQR on a scheduled determined collaboratively by ODM and the EQR. ODM will work with the EQR to identify which phases of the PIP shall be included in each year's validation process.

### **Component One I—Performance Improvement Project Validation: Tasks 1 through 6**

The selected supplier must:

1. Provide technical assistance to plans in development, implementation, and administration of the current PIP(s), following the Model for Improvement<sup>1</sup> and focused on an ODM population stream;
2. Develop a standardized tool that incorporates CMS' PIP protocol with the Model for Improvement<sup>1</sup> and rapid cycle improvement tools, such as process mapping, Pareto charts, key driver diagrams, the Plan Do Study Act (PDSA) ramps, and statistical process control methods. The standard tool should establish objective criteria that will be used to document the design, implementation, and outcomes of the PIP;
3. Using the standardized tool developed in task 2 above, develop a scoring methodology that will be used to determine if the PIPs are valid and to rate the percentage of compliance with CMS' PIP protocols. (Refer to the External Quality Review Protocols dated September 2012 located at: <https://www.medicaid.gov/medicaid/quality-of-care/medicaid-managed-care/external-quality-review/index.html>).
4. Calculate percentage scores in accordance with the scoring methodology developed in task 2 above;
5. Assign a validation status of 'meets', 'partially meets', or 'does not meet' based on the calculation of an overall percentage score; and
6. Provide a written assessment of what must be changed for the health plan to achieve a status of met.

#### **Frequency Component One I: Annually**

**Deliverables Component One I:** The selected supplier must produce one report per health plan and PIP topic (i.e., individual reports should be produced for each PIP topic conducted by each plan) for a total of six reports each year.

#### **COMPONENT ONE J SCOPE OF WORK: OHIO EQUITY INSTITUTE INFANT MORTALITY DASHBOARDS**

This Deliverable is composed of updating and producing infant mortality dashboards for Ohio, including 12 separate dashboards, on a quarterly basis, per the requirements of Ohio Senate Bill (SB) 332 (located in the supplier Resource Library) (**Note:** the number of measures, priority areas, counties, and measures are subject to change):

- a. An aggregated statewide dashboard;
- b. Nine dashboards for Ohio's priority areas;
- c. An aggregated dashboard for urban counties as defined in SB 332; and
- d. An aggregated dashboard for rural counties as defined in SB 332.

The priority areas include the following nine counties: Butler, Cuyahoga, Franklin, Hamilton, Lucas, Mahoning, Montgomery, Stark and Summit counties.

The current quarterly county-specific reports designed by ODM will be a template for the quarterly infant mortality dashboards, see *Infant Mortality Dashboards* located at the following website:

<sup>1</sup> Langley GL, Moen R, Nolan KM, Nolan TW, Norman CL, Provost LP. *The Improvement Guide: A Practical Approach to Enhancing Organizational Performance* (2nd edition). San Francisco: Jossey-Bass Publishers; 2009.

<http://www.medicaid.ohio.gov/RESOURCES/Reports-and-Research/Maternal-and-Infant-Health-Measures>.

### **Component One J – Tasks 1 through 6**

1. Make recommendations for enhancements to infant mortality dashboard to increase automation and professionalism of the visualization of the dashboards;
2. Work with ODM to make the recommended enhancements based on the discretion of ODM;
3. Produce infant mortality dashboards for each of the nine priority counties using claims, encounters, linked birth/death/Medicaid files, perinatal episode files, managed care enrollment and eligibility files provided by ODM, and other more timely data sources as they become available (e.g., clinical data [EHR]), based on a schedule allowing for the appropriate lag time for claims and data linkages;
4. Produce methodology documentation of the measures used in the infant mortality dashboards;
5. Provide technical assistance to ODM on the SAS programming code and implementing the SAS code in ODM's SAS Server environment after the production of the first set of infant mortality dashboards, or other programming techniques to be transferred to ODM. The SAS or other programming code will be designed to be transferred to ODM, with technical assistance by the supplier, to operationalize the code on ODM's SAS Server environment, or other analytical environment as defined by ODM; and
6. Make recommendations and adjustments to the production of infant mortality dashboards based on ODM requirements and/or emerging and evolving technology and quality measurement related to: use of more accurate and timely data sources (such as ECDS); infant mortality quality measures and methodologies; and using the Tableau (or other data visualization tools and techniques).

### **Frequency Component One J: Quarterly**

### **Deliverables Component One J:**

#### **Measures:**

The measures for which the selected supplier must develop/adapt SAS or other ODM-approved programming code and output data files used for the Tableau or other data visualization tool infant mortality dashboards input data files are:

1. The number and percentage of women who are at least 15 but less than 44 years of age (childbearing age) who are Medicaid recipients;
2. The number and percentage of Medicaid recipients who delivered a newborn and the percentage of those who reported tobacco use at the time of delivery;
3. The number and percentage of adolescent wellness visits made by Medicaid recipients per HEDIS methodology;

4. The number and percentage of female Medicaid recipients of childbearing age who participate in a tobacco cessation program or use a tobacco cessation product;
5. The number and percentage of female Medicaid recipients of childbearing age who use long-acting reversible contraception; and
6. A comparison of the low-birthweight rate of Medicaid recipients with the low-birthweight rate of women who are not Medicaid recipients.

### **Dashboards:**

For each SFY, a set of 12 dashboards: one for each of the priority nine counties; an aggregated statewide view; an aggregated view for rural counties as defined in SB 332; and an aggregated view of urban counties as defined by SB 332. Each infant mortality dashboard must include the following:

1. The performance of the FFS component of Medicaid and each Medicaid managed care organization on population health measures, including the infant mortality rate, preterm birth rate, and low-birthweight rate, and stillbirth rate;
2. The performance of the FFS component of Medicaid and each Medicaid managed care organization on service utilization and outcome measures using claims data and data from vital records;
3. The number and percentage of women who are of childbearing age who are Medicaid recipients;
4. The number of Medicaid recipients who delivered a newborn and the percentage of those who reported tobacco use at the time of delivery;
5. The number of prenatal, postpartum, and adolescent wellness visits made by Medicaid recipients;
6. The percentage of pregnant Medicaid recipients who initiated progesterone therapy during pregnancy;
7. The percentage of female Medicaid recipients of childbearing age who participate in a tobacco cessation program or use a tobacco cessation product;
8. The percentage of female Medicaid recipients of childbearing age who use long-acting reversible contraception; and
9. A comparison of the low-birthweight rate of Medicaid recipients with the low-birthweight rate of women who are not Medicaid recipients;

## **COMPONENT ONE K SCOPE OF WORK: POPULATION STREAM AND ANNUAL QUALITY MEASURE DASHBOARDS**

### **Component One K1: Population Stream Dashboards**

As part of ODM's population health strategy, Medicaid members are stratified into four (4) population health streams: women's health; behavioral health; chronic conditions; and healthy adults & children. Beginning in 2017, ODM adopted the use of 1-2 page specific population stream dashboards to provide a visual presentation of each MCP's outcomes on certain quality performance measures as they relate to a particular population stream. The selected supplier shall, in collaboration with ODM, produce and update population stream dashboards for each of the five Ohio MCPs on a quarterly basis using rolling yearly data as is done in the Ohio Equity Institute (OEI) Infant Mortality Dashboards (Deliverable I).

### **Component One K1– Tasks 1 through 3**

The selected supplier must:

1. Complete a work plan for each population stream dashboard detailing the updating and enhancement of the dashboards as needed or requested by ODM;
2. Analyze the dashboard's methodology, including quality measures to be used, data sources as more timely and accurate data becomes available (e.g., clinical data [EHR]), metric calculation, and visual presentation, as needed, or as requested by ODM; and
3. Produce dashboards for each MCP on a rolling quarterly basis for the four population streams: women's health; chronic conditions; behavioral health; and healthy children/adults.

### **Frequency Component One K1: Quarterly**

**Deliverables Component One K1:** The selected supplier must produce four quarterly dashboards for each of four population streams each contract year for a total of 16 dashboards in each SFY, for each MCP. At a minimum, dashboards shall include:

1. Quality performance measures trended and compared between plans on a quarterly basis grouped in the categories: outcomes; care; and prevention. Quality performance measures may include HEDIS, other national metrics, and ODM-specific quality measures. The clinical performance measures must be calculated by the supplier for each MCP on a rolling quarterly basis per methodology approved by ODM;
2. An overall index score for the women's health, behavioral health, and healthy children/adults, and three index scores for the chronic conditions population stream, for the plan for the specific population stream clinical performance measures, as selected by ODM. The index score for each population stream and MCP will be calculated using a similar methodology to that which is currently calculated for the current dashboards (see resource library) with guidance from ODM. The index score must be graphically displayed in a similar manner to current dashboards, including a trend across time for the individual plan as well as the individual plan compared to the other plans; and
3. Statewide maps down to the county-level for the population stream's quality measures, geographically presenting comparative performance of the specific MCP on each measure, including a visual indicator of the size of the denominator for each measure for the MCP and county.



Supplier shall also make recommendations and updates to the data visualization techniques and quality performance measures as technology, new data sources (e.g., electronic clinical quality metrics), and data science tools evolve (e.g., Tableau).

### **Component One K2: Annual Quality Measure Dashboards**

Beginning in 2016, ODM adopted the use of 1-2 page plan-specific quality measure dashboards to provide a visual presentation of each MCP's and MCOP's annual outcome results on HEDIS/CAHPS measures, as well as multiple year performance trending, a summary of results by population stream, and a summary of performance incentive awards. The dashboards will include ODM quality withhold index and population stream index scoring. The selected supplier shall, in collaboration with ODM, produce and update quality measure dashboards for each of the five Ohio MCPs, each of the five Ohio MCOPs, as well as program-level dashboards for the Ohio Medicaid Managed Care program and the MyCare Ohio program. The dashboards will be produced on an annual basis using self-reported, audited HEDIS/CAHPS results, as well as non-HEDIS measure results, and other applicable quality outcome indicators.

### **Component One K2– Tasks 1 through 4**

For this Deliverable, the selected supplier must:

1. Complete a work plan for each quality measure dashboard detailing the updating and enhancement of the dashboards, as needed, or requested by ODM;
2. Make recommendations for, and develop in collaboration with ODM, a state/program-level population stream index scoring methodology to evaluate Ohio's performance in comparison to other state Medicaid managed care programs;
3. Modify the dashboard's content and layout, including visual presentation, as needed, or as requested by ODM; and
4. Produce dashboards for: each MCP, MCOP, Medicaid managed care program level, and MyCare Ohio program level. The dashboards must be generated in (or be capable of conversion to) a common electronic format (e.g. PDF) and designed for optimal visualization in electronic and/or hard-copy format.

### **Frequency Component One K2: Annually**

**Deliverables Component One K2:** The selected supplier must produce one annual plan-specific dashboard for each of the five MCPs and each of the five MCOPs, as well as one comprehensive view dashboard presenting all Medicaid managed care at the program level, and one comprehensive view dashboard presenting all MyCare Ohio at the program level, for a total of 12 dashboards in each SFY. At a minimum, dashboards shall include:

1. Plan-specific quality performance measures trended and compared to national benchmarks (e.g. NCQA HEDIS Quality Compass percentiles), statewide benchmarks and any other applicable benchmarks. Quality performance measures will include HEDIS, CAHPS and ODM-specific quality measures;



2. Population stream plan-specific index scores calculated in accordance with the ODM quality indices scoring methodology, as well as other applicable population stream index scoring. The index score must be graphically displayed in a similar manner to current dashboards, including a trend across time for the individual plan, and compared to the other plans;
3. State/program-level population stream index scores evaluating the Ohio Medicaid managed care program performance in comparison to other state Medicaid managed care programs; and
4. Other quality specific measures or indicators, as specified by ODM, to potentially include performance incentive awards, summary of performance by population stream, and plan-specific and program-level measure results.

Supplier shall also make recommendations and updates to the data visualization techniques and dashboard content as data science and data visualization tools evolve (e.g., Tableau).

## **COMPONENT ONE L SCOPE OF WORK: ASSESSMENT OF BARRIERS TO INFANT MORTALITY REDUCTION**

In response to SB 332, and on behalf of ODM, this Deliverable is a set of assessments to identify barriers experienced by Medicaid-insured women between the ages of 15 and 44 (childbearing age), to gaining full access to Medicaid interventions and services intended to reduce tobacco use, prevent prematurity, and promote optimal birth spacing. The assessment will focus on determining the root cause(s) of identified barriers and progress toward their mediation. It has two components: 1) a biennial series of key informant interviews with stakeholders serving the target population and focus groups with women of reproductive age enrolled in Medicaid and residing in prioritized communities who have been identified by Community Based Organizations (CBO) and/or supplier; and 2) on-going interviews every six months with the key informants and three follow-up interviews, for each identified community, in six month intervals following the initial assessment, with up to 50 focus group participants.

### **Component One L1 — Biennial Initial Assessment of Barriers: Tasks 1 through 7**

Every two years, an initial assessment of barriers will be performed with a new group of participants. The assessments will include the following:

1. Develop methodology and script for key informant interviews and methodology and script for focus groups, in collaboration with ODM;
2. Schedule and conduct no more than ten key Informant Interviews of about one (1) hour each, with CBO leaders (identified by ODM) in five targeted communities (communities are subject to change);
3. In each ODM designated community that meets the eligibility criteria, conduct one focus group, lasting about two hours consisting of 8-10 Medicaid members in that community, for a total of five focus groups. It may be necessary to conduct one additional focus group in some communities based on factors such as community size and access;
4. Use an experienced facilitator to conduct key informant interviews and focus groups, and have one community leader from each identified community as an observer in each focus group;

5. Record all key informant interviews and focus groups;
6. Provide one transcript and key themes, report ten business days after each community key informant interview and focus group; and
7. Revision of the interview process in accordance with ODM instructions, if needed.

**Frequency Component One L1:** SFY 2020, 2022, 2024.

**Deliverables Component One L1:** The initial report describing the results of the barrier assessment shall be available by the end of the fourth quarter of the fiscal year and shall contain the following sections: Executive Summary, an Introduction, the Survey Methodology, Qualitative Analysis Results, Summary, and Conclusions. It will also contain:

1. The methodology used to conduct the assessment;
2. Lessons learned and improvements suggested for next methodology;
3. Tables and charts (such as a Pareto chart) showing the relative frequency and distribution of barriers by demographic category (race, priority community, Ohio Appalachia, etc.) when possible; and
4. The focus group barrier analysis will be cross-tabbed with participant demographic variable and the participant's type of Medicaid coverage. It will also include specific quotes to clearly demonstrate the identified barriers and the root cause(s) as identified by participants.

### **Component One L2 – Semi-annual On-going Barrier Assessment and Report**

On-going telephone interviews will be performed every six months with each of the key informants, for a total of three on-going interviews per key informant following the initial assessment interview. Three follow-up telephone interviews per focus group participant, up to a total of 50 focus group participants, will be performed in six-month intervals following each initial assessment. These interviews will take place over an 18-month time period.

**Frequency Component One L2:** Semi-annually, after initial assessment occurs.

**Deliverables Component One L2:** A semi-annual report will follow each round of interviews and will describe the results of the interviews and focus groups and shall contain the following sections: Executive Summary, an Introduction, the Methodology, Qualitative Analysis Results, Summary, and Conclusions. It will also contain a comparison of barriers over time. This comparison should include distribution by demographic characteristics when possible (race/ethnicity, high priority community, Appalachian region) while also focusing on whether barriers have changed in type, number or intensity over time.

## **COMPONENT ONE M SCOPE OF WORK: CARE INNOVATION AND COMMUNITY IMPROVEMENT PROGRAM (CICIP) EVALUATION**

### **Component One M1: Care Innovation and Community Improvement Program (CICIP) Monitoring**

The Care Innovation and Community Improvement Program (CICIP) was developed to increase alignment of quality improvement strategies and goals between ODM, Managed Care Plans (MCP), and both public and nonprofit hospital agencies. The goals of CICIP aligns with the ODM goals: improve healthcare for Medicaid beneficiaries at risk of or with an opioid or other substance abuse disorder, along with improving care coordination and value-based purchasing to improve health outcomes. This is a new process that is currently in development, and will be continued by the supplier selected for Component One of the RFP. The first reports are planned to be released in January of 2019. Therefore, examples are not available, but may be similar to the Women's Health Dashboard Report located in the supplier Resource Library located at the following website: <http://www.medicaid.ohio.gov/RESOURCES/Legal-and-Contracts/RFPs>.

### **Component One M1—Tasks 1 through 13**

Produce quarterly and annual reports comparing performance of the hospital systems in CICIP to each other, as well as other hospital systems in Ohio, including, but not limited to, the following clinical performance measures:

- a. Rate of Opioid Solid Doses Dispensed (without Suboxone) per patients of doctors prescribing opiates;
  - b. Rate of patients receiving opioids also receiving Benzos;
  - c. Rate of patients receiving greater than 80 mg MED of patients with opioid scripts;
  - d. Rate of Ohio Automated Rx Reporting System (OARRS) queries of those doctors prescribing opiates;
  - e. Initiation and Engagement of Alcohol and other Drug Dependence (HEDIS);
  - f. Follow-up after inpatient stay for mental health within seven days (HEDIS);
  - g. Improve the Opioid use disorder (OUD)/maternity measures with a focus on:
    - i. Timeliness of prenatal care
    - ii. Live births weighing less than 2,500 grams
    - iii. Postpartum care; and
  - h. Emergency Room Utilization Reduction.
1. Update methodologies with documentation based on updates to national methodologies where available, with the inclusion of valid data sources (e.g., claims, clinical data [EHR], OARRS) in collaboration with ODM for the performance measures listed above and others that may be pertinent to CICIP on at least an annual basis;
  2. Use a data-driven approach to identify comparable hospital systems to include in the quarterly reports;
  3. Use and update, as necessary, existing methodology for benchmarking hospital system results and setting performance thresholds, which may include an improvement component and/or minimum set standards for which ODM can hold the hospital systems accountable;
  4. Use and adapt, as necessary, a streamlined approach to link individual practices and providers with the appropriate hospital systems for monitoring purposes, in collaboration with the hospital systems and ODM;
  5. Use and/or update programming code in SAS or other ODM-approved programming applications;

6. Calculate results for CICIP performance measures using documented programming in SAS or other ODM-approved programming application;
7. Produce MS Excel rate workbooks and/or or other data platforms approved by ODM that may be used by participating hospital systems and/or service providers for population health management which contain denominator and numerator performance measures results as requested by ODM;
8. Produce databases containing measure denominator, numerator, rates and other member-level specific data (e.g. gender, race, zip code, address) that can be migrated to data visualization platforms (e.g. Tableau) in order to easily view and manipulate detailed measure data, including interactive dashboard applications;
9. Follow developed process to reconcile discrepancies identified by the hospital systems for calculated performance measure results;
10. Provide SAS and other programming code to ODM;
11. Provide technical assistance to ODM for using SAS and other programming code as specified by ODM;
12. Conduct a review and validation of programming code for measures specified by ODM; and
13. Accept data in the format provided by ODM, ODM's suppliers, and/or other State of Ohio agencies.

**Frequency Component One M1:** The selected supplier must calculate the CICIP performance measure results for the CICIP hospital systems and other comparable hospital systems used for comparison purposes on a quarterly and annual basis. The measure list is subject to change.

**Deliverables Component One M1:** The selected supplier must produce the following:

1. Performance measure methodology documents, as specified by ODM;
2. Reconciliation materials (e.g., reconciliation methodology document, Excel rate workbooks);
3. Quarterly reports that contain the measures for CICIP. Reports must contain program and hospital-system performance measure results, as specified by ODM; and
4. Annual reports that contain the measures for CICIP. Reports must contain program and hospital-system performance measure results, as specified by ODM.

### **Component One M2: CICIP Hospital System Quality Improvement (QI) Strategy Evaluation – Tasks 1 through 7**

In order to evaluate the effectiveness of the quality improvement efforts of the hospital systems and overall program for CICIP, the selected supplier must do the following:

1. Develop an approach to collect the details and categorize each of the hospital system's quality improvement initiatives related to the CICIP performance measures and their population health strategy, for ODM's approval;

2. Develop an approach to track how each hospital system is monitoring and evaluating each of the initiatives and their effectiveness for ODM's approval;
3. Use the approved approach to conduct on-site reviews of each hospital system's quality improvement strategy and processes related to improving outcomes for CICIP performance measures and their population health strategy, including each hospital system's plan to evaluate effectiveness;
4. Assess the alignment of the hospital systems' evaluation strategies with evidence-based quality improvement science;
5. Assess the effectiveness of each hospital system's quality improvement initiatives in improving health care outcomes of their consumers, especially those related to opioid or other substance abuse disorders;
6. Identify best practices and gaps in care from a review of each hospital system's quality improvement efforts in combination with results on quarterly and annual performance measures listed in Component One Scope of Work L1, above; and
7. Develop a strategy for ODM to share and spread best practices of hospital systems.

**Frequency Component One M2:** The selected supplier must produce CICIP QI strategy evaluation results for the CICIP hospital systems and other hospital systems used for comparison purposes on a quarterly basis and in an annual report. The measure list is subject to change.

**Deliverables Component One M2:** The selected supplier must produce the following:

1. ODM-approved methods to collect each hospital systems' strategy and processes to improve outcomes related to CICIP performance measures;
2. ODM-approved methods to track hospital systems' monitoring and evaluation plan;
3. Quarterly reports at the hospital-level for each hospital system;
4. Annual reports that contain evaluations of quality improvement programs related to CICIP. Reports must contain program and hospital-system results, as specified by ODM;
5. Annual meeting with each CICIP hospital system to review:
  - a. Hospital-level results;
  - b. Program-level results with comparisons to non-participating hospital systems;
  - c. Strengths and weaknesses of each quality improvement initiative and their overall quality improvement strategy; and
  - d. Recommendations to improve each quality improvement initiative and the hospital system's overall quality improvement strategy and evaluation plan.

6. Annual meeting with all CICIP hospital systems to review performance in order to identify best performers, evaluate the impact of the CICIP program, share best practices, and develop a plan to spread best practices.

## **COMPONENT ONE N SCOPE OF WORK: OHIO COMPREHENSIVE PRIMARY CARE (CPC) EVALUATION**

Ohio Medicaid launched the Ohio CPC program in 2017 as a component of the State Innovation Model (SIM) grant. Ohio's CPC program emphasizes primary care to support improved population health outcomes. CPC is a team-based care delivery model led by a primary care practice that comprehensively manages a patient's health needs with a goal of improving quality of care and lowering costs by empowering practices to deliver the best care possible. Medicaid managed care plans (MCPs) play a key role in supporting CPC practices to achieve this goal. In 2018, ODM is planning to expand the CPC program to include school-based health care. In partnership with the Ohio Department of Education (ODE), the Ohio Department of Health (ODH), and the Ohio Department of Mental Health and Addition Services, (Ohio MHAS), ODM is facilitating school-CPC practice partnerships. The first CPC practice to participate in this partnership is expected to start in the 2018-2019 academic year.

The selected supplier will use quantitative and qualitative data to evaluate the implementation, cost-effectiveness, and impact of the CPC model. CPC evaluation will include a Consumer Assessment of Healthcare Providers and Systems (CAHPS) survey, provider survey, and health care analytics.

The selected supplier is expected to complement the SIM grant evaluation to ensure no duplication. Survey tools and health care analytics used in the SIM grant evaluation must be considered in completing this Deliverable.

### **Component One N – Tasks 1 through 9**

In conducting the CPC evaluation, the selected supplier must:

1. Develop four peer groups to enable analyses of relative changes. One peer group will be based on practice models, i.e., FQHC, hospital-affiliated, & independent; the second peer group is based on geographic location, i.e., urban, suburban, & rural; a third will be based on consumer age, i.e., adult and child; and the fourth will be based on CPC model type, i.e., school-based health care or not school-based health care. All surveys and analyses will be reported at no less than a peer group level of comparison;
2. With guidance from ODM, develop a time-series design factoring for comparison groups;
3. Use a CAHPS survey to focus on changes in patients' experience of care as a measurable outcome to provider improvements, set as a rate of change. The CAHPS survey will include additional Medicaid-specific closed and open-ended questions for a sub-sample of patients in high achieving practices to capture how the practices have benefitted from their experience;
4. Use Provider surveys to focus on the CPC's activities to improve organizational process improvement, staffing, cost-of-care, quality measures, and MCP support;

5. Develop health care analytics that focus on overall cost-of-care, utilization, and a subset of quality measures included in the CPC performance reports. Quality measures will be selected based upon an analysis of the measures that have the most variation among CPCs, and the most room for improvement;
6. Use the practice monitoring reports to conduct mini case studies for successful CPC practices including partnerships with MCP and the evaluation of total cost of care and cost shifting;
7. Provide a preliminary report during SFY 2020 summarizing findings from the Ohio CPC Program to inform future waves of practices eligible to participate in the CPC Program and improve the role of the MCPs in supporting CPCs;
8. Provide a report with results for each component of this Deliverable as they are completed. Each report will include best practices & recommendations for improvement at the practice, managed care plan, and program levels, if applicable; and
9. Provide a year-end annual report each SFY thereafter.

**Frequency of Component One N:** Annually for each SFY from 2020 through 2025.

**Deliverables Component One N:**

1. Convene stakeholder groups;
2. Development and administration of provider and patient surveys;
3. Conduct analyses;
4. Implementation of a CPC-Self Evaluation advisory group consisting of subject matter experts, supplier, and agency personnel;
5. Conduct and analyze key informant interviews to assess the effectiveness of the Ohio CPC Program;
6. Participate in CPC learning sessions and webinars with CPC practices and managed care plans as directed by ODM; and
7. Annual reports.

**COMPONENT ONE O SCOPE OF WORK: BEHAVIORAL HEALTH CARE COORDINATION**

Behavioral Health Care Coordination is a model of comprehensive care coordination that connects qualified behavioral health entities (QBHE) with an assigned panel of members with high-need behavioral health conditions. A participating QBHE must perform the following activities, as needed, for their attributed members: initial outreach and engagement; comprehensive care planning; ongoing relationship maintenance; transitions of care; individual engagement and access to appropriate care; engaging supporting services, and population health management. QBHEs agree to perform required activities,



which should then be reflected in their quality and efficiency metrics. To qualify, a provider must meet specific requirements as specified in the OAC, such as demonstrated commitment to integration of physical and behavioral health care for a minimum of six months prior to the date of application, implemented and actively uses an electronic health care record, etc. ODM anticipates there could be up to 90 QBHEs participating in the program by CY 2019. For more information on the QBHE program, go to: <http://bh.medicaid.ohio.gov/Portals/0/Providers/20180530%20BH%20Webinar%202%20vF.PDF?ver=2018-06-06-133010-427>

QBHEs will be evaluated using 22 clinical performance measures and a cost savings calculation. The methodology for the clinical performance measures and cost savings calculation have not yet been documented. Data sources for the performance measures and cost savings will include, but not be limited to: Medicaid encounter data; eligibility and enrollment files; QBHE provider lists; QBHE attribution lists; linked Medicaid claims and ODH vital statistics data; and Medicare data.

### **Component One O1: Calculation of Behavioral Health Care Coordination Performance Measures – Tasks 1 through 10**

In conducting the calculation of performance measures activity, the selected supplier must:

1. Develop detailed methodology to calculate performance measures that align with Ohio Medicaid's state plan amendment (SPA) submissions for Behavioral Health Care Coordination;
2. Calculate results for performance measures on a quarterly and annual basis. The first quarter will be for January 1, 2019 – April 30, 2019. The first annual report will be CY 2019. (Note: Measurement periods are subject to change based on CMS approval of the SPA);
3. For each set of performance measures, determine the best way to achieve the goals of quarterly reporting by modifying the methodology for the annual performance measures;
4. Separately for QBHE, analyze, compare & categorize providers by peer groups;
5. Calculate and graphically show the results separately for QBHEs: 1) by QBHE; 2) by peer group 3) statewide. The selected supplier must compare results within each peer group and across peer groups;
6. Provide the results to ODM in Excel spreadsheets. Also, the selected supplier must securely send the QBHE its own results in a password protected Excel spreadsheet(s), including providing the numerator, denominator, and percent for each measure along with a list of the recipient IDs for those measures for which the recipient was non-compliant with the numerator. The results must include relevant comparisons within their peer group and across peer groups;
7. At least quarterly, provide technical assistance separately to QBHEs in the course of this assistance, the selected supplier will identify best practices of high performing QBHE. Common data quality and completeness problems should be included;
8. Annually prepare program reports for ODM to comprehensively evaluate the impact of QBHEs including improvements in clinical outcomes, service utilization patterns, consumer satisfaction,



and provider experience. The Behavioral Health Care Coordination (BHCC) initiative must be evaluated: 1) by QBHE; 2) by peer groups; and 3) statewide. This report must include:

- a. Compiled data from all relevant performance reports including clinical, and satisfaction surveys presented in both tabular and graphical formats;
  - b. A summary of all data sources comparing results to the goals of the program; and
  - c. A list of strengths of the program and recommendations of areas needing improvement.
9. Prepare clinical performance reports for submission to CMS as required by the BHCC SPAs; and
  10. Provide technical assistance to ODM to answer questions regarding the methodology or results from external entities, including CMS.

#### **Frequency Component One O1:**

1. Behavioral Health Care Coordination design summary and categories must be conducted as needed, depending on the speed of growth of the program;
2. Quarterly, reports must be produced and distributed no later than four months after the end of the quarterly report period;
3. Annually, reports must be produced and distributed no later than five months after the end of the calendar year;
4. At least quarterly, provide technical assistance separately to QBHEs based on the clinical performance results;
5. Annually, BHCC Comprehensive Evaluations must be produced every October;
6. CMS-required performance reports must be produced upon request; and
7. Technical assistance to answer methodology or results questions upon request.

#### **Deliverables Component One O1:**

The selected supplier must provide the following:

1. BHCC design summary and categories;
2. Quarterly Performance Measures Report;
3. Technical Assistance to QBHEs based on performance results;
4. Annual Performance Measures Report;
5. Annual BHCC Comprehensive Evaluation;
6. CMS-required Performance Measure Report; and

7. Technical assistance to answer methodology or results questions.

Refer to program resource library for performance measures including the name of measure.

### **Component One O2: Calculation of Expense and Cost Savings – Tasks 1 through 10**

To calculate the expenses and cost savings, the selected supplier must:

1. Develop detailed methodology to calculate cost savings that align with Ohio Medicaid's SPA submissions for BHCC. This methodology must be acceptable to CMS;
2. Develop detailed methodology to calculate members' expenses (e.g., per-member per month costs) by category of service for each QBHE;
3. Based on historical expenses of a QBHE's enrolled members and QBHE's revenue, establish and distribute expense targets required to reach cost savings for each QBHE;
4. Calculate cost savings on an annual basis. The first annual report for Severe and Persistent Mental Illness (SPMI) Behavioral Health Cares will be from January 1, 2019 to December 31, 2019. Suppliers must show the results by: 1) QBHE; 2) peer group; and 3) statewide. Suppliers must compare results within each peer group and across peer groups;
5. Calculate expenses on a quarterly basis. The first quarter for BHCC will be from January 1, 2019 to April 30, 2019. Suppliers must calculate and graphically show the results for the annual Cost Report and quarterly Expense Report, separately: 1) by QBHE; 2) by peer group; and 3) statewide. Suppliers must compare results within each peer group and across peer groups;
6. Provide the results to ODM in Excel spreadsheets and securely send the QBHEs their own results in a password protected Excel spreadsheet(s). Suppliers must also include relevant comparisons within their peer group and across peer groups;
7. Quarterly and separately, QBHEs must provide technical assistance based on cost savings and expense reports with the goal of improving quality, efficiency, and effectiveness and, therefore, decreasing expenses and increasing savings. Suppliers must identify best practices of high performing QBHEs and share with all QBHEs;
8. Prepare BHCC summary cost savings and expense reports for the state to evaluate the effectiveness and efficiency of BHCC 24 months after the start date. Evaluate QBHE: 1) peer group; and 2) statewide;
9. Prepare cost savings reports for submission to CMS as required by the BHCC SPAs; and;
10. Provide technical assistance to ODM to answer questions regarding the methodology or results from external entities, including CMS.

### **Frequency Component One O2:**

The supplier must provide:

1. Detailed methodology to calculate statewide cost savings must be completed for the BHCC SPA after it is submitted to CMS;
2. Detailed methodology to calculate members' expenses by category of service for each QBHE and corresponding expense targets must be conducted one time for the SPA after it is submitted to CMS;
3. Establish and distribute expense targets after each QBHE enrolls a sufficient number of members as determined by the supplier and ODM;
4. Calculate Cost Savings Reports annually;
5. Calculate Expense Reports quarterly;
6. Provide technical assistance on cost savings and expense results quarterly;
7. Prepare one Cost Savings and Expense Summary Report 24 months after the start of each initiative;
8. Prepare CMS Cost Savings Reports upon request; and
9. Provide technical assistance to answer methodology or results questions upon request.

#### **Deliverables Component One O2:**

The selected supplier must provide the following:

1. Detailed methodology to calculate cost savings;
2. Detailed methodology to calculate members' expenses by category of service and corresponding expense targets;
3. Establish and distribute expense targets;
4. Cost Savings Reports;
5. Expense Reports;
6. Technical assistance to the state on cost savings and expense results;
7. Cost Savings and Expense Summary Reports;
8. CMS Cost Savings Reports; and
9. Technical assistance to answer methodology or results questions.

#### **COMPONENT ONE P SCOPE OF WORK: GENERAL TECHNICAL ASSISTANCE IN SUPPORT OF PERFORMANCE EVALUATION AND IMPROVEMENT**

The supplier must provide up to 1,750 hours of technical assistance to ODM and to participating plans each contract SFY. The specific nature of the technical assistance will be defined by ODM on a case-by-case basis, but at a minimum, will include educational sessions to enhance the use of EQR results, identification of health care trends or best practices in performance measures or quality improvement activities, and providing clinical consultation and expertise.

#### **COMPONENT ONE P SUPPLIER ENGAGEMENT ON ANNUAL TECHNICAL REPORT**

The EQR Annual Technical Report (Component Two Deliverable C) encompasses activities in both the Performance Evaluation and Improvement Component One **AND** the Administrative Compliance Component Two. The supplier for Component One must collaborate in a positive, timely, and professional manner with ODM's supplier for Component Two on EQR-related activities to help facilitate the development of the EQR annual technical report.

END OF COMPONENT ONE

## **Appendix B – Component Two**

This Appendix sets forth the Scope of Work and Deliverables for Component Two, which will be required of the selected supplier under the contract expected to result from this RFP. In order to receive consideration for the contract award, all aspects of the services described in this Appendix B must be addressed in the supplier's technical proposal for Component Two. Suppliers must provide a detailed technical approach that describes how it will define and perform each of the Scope of Work tasks, and if applicable, will develop and manage services performed under any and all subcontracting arrangements. Supplier(s) must also provide a work plan for each Scope of Work, including a timeline. Supplier's responses should correspond to the appropriate Scope of Work alpha numeric reference. Any report submitted by suppliers for the purpose of meeting a required Scope of Work and Deliverable must comply with the specifications of Section 6.4 of the RFP. The contracted services shall include, but are not limited to, the Scope of Work specifications attached herein as Appendix B for **Component Two – Administrative Compliance**.

**Note:** The detailed technical approach provided for each Scope of Work shall not exceed 10 single-spaced pages.

### **Table of Contents - Component Two: Administrative Compliance**

**Component Two A Scope of Work.** Validation of Managed Care Plan Provider Network Adequacy and Availability

- Component Two A1: Evaluation of Provider Panel Accuracy
- Component Two A2: Provider Access Surveys
  - Component Two A2A: Telephone Surveys
  - Component Two A2B: Performance Measure Calculation and Reporting

**Component Two B Scope of Work.** Readiness Review for New Populations or Lines of Business

**Component Two C Scope of Work.** External Quality Review Technical Report

**Component Two D Scope of Work.** Deeming Crosswalk

**Component Two E Scope of Work.** Validation of MCP Compliance with State and Federal program requirements – Targeted Reviews

**Component Two F Scope of Work.** Independent Assessment Report of 1915(b) Waiver

**Component Two G Scope of Work.** Information System Review

**Component Two H Scope of Work.** Comprehensive Primary Care Monitoring

**Component Two I Scope of Work.** Qualified Behavioral Health Entity (QBHE) Monitoring

**Component Two J Scope of Work.** General Technical Assistance in Support of Administrative Compliance

**END OF TABLE OF CONTENTS**

## **COMPONENT TWO A SCOPE OF WORK: VALIDATION OF MANAGED CARE PLAN PROVIDER NETWORK ADEQUACY AND AVAILABILITY.**

All lines of business (LOB) (e.g., MCP, MCOP) must meet all applicable provider panel requirements established by ODM for each of their entire designated service areas in order to ensure access to medically necessary Medicaid covered services. All LOB are required to submit provider information in a manner specified by ODM to ensure all LOB meet the minimum provider panel requirements. All LOB may submit files on a daily, weekly, or monthly basis to the appropriate system as specified by ODM. Validation of this information is necessary to ensure accuracy of provider information listed in directories that are used by consumers. The validation activities will be completed for all LOB and the EQR-will validate according to CMS protocols when applicable. Additional requirements will be added related to Network Adequacy Standards when CMS releases new protocols related to 42 CFR § 438.358, section (b)(iv).

### **Component Two A1 —Evaluation of Provider Panel Accuracy: Tasks 1 and 2**

Evaluate the accuracy of the provider panel information submitted by MCPs and MCOPs (future lines of business may be added) against other sources of information. This evaluation must include, but may not be limited to, the following:

1. An audit of the Model Medicaid Addenda (i.e., contract between providers and the health plans) to validate that the data elements under review match the data contained within the ODM specified system; and
2. An audit of online provider directories to validate that the data elements under review match the data contained within the ODM specified system (including items such as the provider type being listed in the appropriate category).

For the audits described above, the supplier must do the following:

1. Develop a study methodology that describes the evaluation approach;
2. Develop a standardized data collection tool;
3. Develop a sampling methodology;
4. Collect and analyze data; and
5. Prepare a report for each plan for each line of business, containing plan-specific findings, an overall roll-up report by line of business, and flat files of all data.

**Frequency Component Two A1:** The Medicaid Addenda audit must be conducted in SFY's 2021, 2023, and 2025; The Provider Directory audit must be conducted in SFY's 2020, 2022, and 2024.

**Deliverables Component Two A1:** For each evaluation conducted, the selected supplier must create plan specific reports for each LOB.

**Component One A2 –Provider Access Surveys:** To ensure MCP and MyCare Ohio members (future populations may be added) are able to appropriately access providers, ODM employs the use of quarterly

telephone surveys among a sample of providers to determine appointment availability information for new and existing members.

### **Component Two A2A: Telephone Surveys—Tasks 1 through 5**

The supplier must conduct the following:

1. Develop and/or update a study methodology describing the evaluation approach;
2. Develop and/or update a standardized data collection tool;
3. Develop a sampling methodology. Use the most recent monthly managed care plan provided provider data files for drawing a sample of providers and develop a standard protocol for sampling;
  - a. A single statewide survey with proportional distribution of sampled cases shall be used.
  - b. An appropriate oversample will be used to account for unreachable providers.
  - c. Sample will ensure a 95 percent confidence level and minimum margin of error of plus 5 percent.
4. Develop a script in collaboration with ODM; and
5. Conduct telephone surveys among sampled provider locations.

**Frequency Component Two A2A:** Twice per year, once in spring and once in fall, the phone surveys will focus on primary care providers. The remaining two surveys will focus on specialty providers selected by ODM (e.g., dentists, ob-gyn, home health, etc.) providers.

**Deliverables Component Two A2A:** After each survey, supplier will provide ODM with:

- a. A report that includes data tables with aggregate and plan-specific results.
- b. Plan-specific workbooks (flat files) containing provider-level survey data results.

### **Component Two A2B: Performance Measure Calculation and Reporting – Tasks 1 through 4**

The supplier will be required to calculate, for each plan in each LOB, a performance measure that uses results from the telephone surveys. This must include:

1. Developing and updating a measure methodology document with ODM's input;
2. Recommending a strategy for setting and adjusting a performance standard;
3. Producing a report of plan-specific rates in a format specified by ODM; and
4. Providing technical assistance to the each plan in each line of business and ODM related to the measure.

**Frequency Component Two A2B:** Annually.

**Deliverables Component Two A2B:** The supplier must create one statewide report with results listed by each plan for each LOB.

### **COMPONENT TWO B SCOPE OF WORK: READINESS REVIEW FOR NEW POPULATIONS OR LINES OF BUSINESS.**

As new populations or LOB are added, a readiness review process will be conducted to determine if there is the ability to enroll members and provide the necessary level of access to and quality of Medicaid services.

#### **Component Two B—Tasks 1 through 3**

1. Collaborate with ODM to determine the scope of and dates for the readiness review;
2. Readiness reviews may be conducted either by desk reviews or on-site reviews – format to be determined based on population or line of business; and
3. Collaborate with ODM on developing an electronic tool based on readiness review standards and requirements that shall be a means of gathering information and documentation.

**Frequency Component Two B:** As needed.

**Deliverables Component Two B:** Assist ODM in developing a readiness review plan and associated tools for conducting the review; perform readiness review activities and provide ODM with completed tools, assessments, and a report for each plan which includes a statement of findings (“pass or fail”) with identification of any deficiencies that must be corrected prior to service or population expansion.

### **COMPONENT TWO C SCOPE OF WORK: EXTERNAL QUALITY REVIEW TECHNICAL REPORT**

The selected supplier must produce a detailed technical report to ensure ODM’s compliance with 42 CFR § 438.364, and to ensure that a finalized annual technical report is both submitted to CMS and posted on ODM’s website by April 30<sup>th</sup> of each year. The most recent report can be viewed at <http://medicaid.ohio.gov/MEDICAID-101/-Quality-Strategy-and-Measures>.

#### **Component Two C—Tasks 1 through 6**

The supplier must produce a report that includes the following components:

1. A description of the manner in which the data from all EQR activities conducted in accordance with 42 CFR § 438.358 were aggregated and analyzed, and conclusions that were drawn with regard to the quality, timeliness and access to health care services furnished to health plans’ members;
2. A description of the objectives; technical methods of data collection and analysis; description of data obtained, including validated performance data for each activity conducted in accordance with 42 CFR § 438.358(b) and (c); and conclusions that were drawn from the data for each activity included in the report;
3. An assessment of each plan’s strengths and weaknesses for the quality, timeliness and access to



health care services furnished to Medicaid managed care members;

4. Recommendations for improving the quality of services furnished by each MCP including how the State can target goals and objects in the quality strategy to better support improvement in the quality, timeliness, and access to health care services furnished to Medicaid managed care members;
5. Methodologically appropriate comparative information about all participating plans by program (e.g., Medicaid Managed Care Program and MyCare Ohio Program); and
6. An assessment of the plans' effectiveness in addressing recommendations from the prior year's technical report.

As the EQR Annual Technical Report encompasses activities in both the Performance Evaluation and Improvement Component One **AND** the Administrative Compliance Component Two, the supplier must collaborate in a positive, timely, and professional manner with ODM's suppliers that work on EQR-related activities in order to develop the EQR annual technical report.

**Frequency Component Two C:** Annually, beginning SFY 2020.

**Deliverables Component Two C:** The selected supplier must produce one comprehensive technical report that contains findings for the Medicaid Managed Care Program, the MyCare Ohio Program, and any other lines of business that may be added. The report must meet compliance standards set by Section 508 of the Rehabilitation Act - 29 U.S.C. § 794 (d).

#### **COMPONENT TWO D SCOPE OF WORK: DEEMING CROSSWALK.**

To avoid duplication of efforts and as allowed by 42 CFR § 438.360, ODM may use results from a plan's private accreditation and/or Medicare reviews instead of conducting one or more of the following EQR activities: validation of PIPs, validation of performance measures, and compliance review. This is also known as deeming. The standards that may be eligible for exemption, or deeming, must be at least as stringent as Medicaid standards and comparable to standards established by the State. As of March 2018, six health plans are accredited by NCQA. ODM has deemed plans from certain portions of the administrative review and may explore how this option can be extended to other activities as permitted by CMS – e.g., validation of PIPs and validation of performance measures.

#### **Component D —Tasks 1 through 3**

The selected supplier must conduct the following tasks:

1. Develop a methodology to produce a crosswalk of federal and state program requirements with NCQA accreditation standards and Medicare standards that will assure plans meet the standards outlined as part of the evaluation of administrative compliance;
2. Complete and/or update, as appropriate, a crosswalk of federal and state program requirements with national accreditation and Medicare standards; and
3. Provide ODM with assistance in implementing the results of the deeming crosswalk and submitting required documents to CMS for review/approval.

**Frequency Component Two D:** SFYs 2020, 2023, and 2026.

**Deliverables Component Two D:** The selected supplier must produce one deeming crosswalk and one summary report of the findings.

## **COMPONENT TWO E SCOPE OF WORK: VALIDATION OF MCP COMPLIANCE WITH STATE AND FEDERAL PROGRAM REQUIREMENTS – TARGETED REVIEWS**

MCPs and MCOPs are required to comply with federal and state program requirements specified in the Code of Federal Regulations, the Ohio Administrative Code, the Ohio Revised Code, the OMA Provider Agreements, and 1915 (b) and (c) waivers. The selected supplier must conduct an assessment of each plan's compliance with the requirements that are in effect during the time period under review. The assessment must include, but not be limited to, a review of the following areas: 1) availability of services, 2) assurance of adequate capacity and services; 3) coordination and continuity of care; 4) coverage and authorization of services; 5) credentialing and re-credentialing of services; 6) sub-contracted relationships and delegation; 7) enrollee information and enrollee rights; 8) confidentiality of health information; 9) enrollment and disenrollment; 10) the grievance and complaint process; 11) practice guidelines; 12) quality assessment and performance improvement program; 13) health information systems; and 14) fraud and abuse.

Clinical review teams will be formulated for the purpose of conducting comprehensive care management reviews and will be comprised of at least one registered nurse and one social worker. When conducting care management reviews for the Integrated Care Delivery System (ICDS) demonstration project, the clinical review team will include a staff person who has at least five years of experience with Medicaid long-term care services and supports. Prior to initiation of reviews, the selected supplier will be required to provide ODM with the credentials of the persons who will perform this work and present them for ODM approval.

### **Component Two E—Tasks 1 through 8**

The selected supplier must conduct each of the following tasks:

1. In consultation with ODM, identify the topic areas and administrative standards that will be reviewed;
2. Develop an evaluation methodology that includes, but is not limited to, a review of policies and procedures, staff interviews, and file reviews;
3. Develop a standardized data collection tool that is used for each MCP and/or MCOP;
4. Use a MCP's or MCOP's private accreditation results or Medicare reviews, as appropriate and as approved by ODM, to identify compliance with the administrative standards (Component Two Scope of Work D: Deeming Crosswalk);
5. Conduct a desk review and/or on-site review;
6. Aggregate and analyze the data and information collected in order to communicate findings of compliance with the administrative standards;

7. Prepare plan-specific reports of findings that include the completed data collection tool with cited references, as appropriate; and
8. Prepare program-specific reports if needed, as requested by ODM.

### **Frequency Component Two E:**

The selected supplier must conduct each of the following:

1. A comprehensive review of MCP's and MCOP's compliance with federal regulations described in 42 CFR § 438, conducted in SFYs 2020, 2023 and 2026; and
2. Targeted reviews must be conducted per as follows:
  - a. Care Management (MyCare Plans only), four times a year per SFY. All five MCOPs are included in this review;
  - b. Select additional operational topics (e.g., cultural competency, call centers, grievances and appeals) to be reviewed on a schedule/frequency to be determined by ODM. The number of plans subject to a review will vary depending on the topic selected;
  - c. ODM will utilize a time-based reimbursement methodology for the targeted reviews; and
  - d. ODM will allocate a total of 10,000 hours per SFY to support targeted reviews. Supplier can assume that 25% of the hours will be used for Component Two E Deliverable E2.a and the balance can be allocated for Component Two E Deliverable E2.b. Supplier will need to submit a budget for each activity requested. If it appears it will be necessary to exceed the maximum allowed upon hours, prior authorization will be required from ODM. Request for additional hours must include detailed description of work done to date, justification for need of additional hours, and estimate of total additional hours needed to complete work.

**Deliverables Component Two E:** The supplier must provide evaluation results to ODM in plan specific reports. The reports must include an executive summary, introduction, summary of findings, conclusion and recommendations for improvement. The completed data collection tool and the information sources used must be made available to ODM.

### **COMPONENT TWO F SCOPE OF WORK: INDEPENDENT ASSESSMENT REPORT OF 1915(B) WAIVERS.**

#### **Component Two F –Tasks 1 through 7**

1. Collaborate with ODM to develop a methodology for completing the Independent Assessment;
2. Collaborate with ODM, determine a timeline for the Scope of Work which, to meet waiver requirements, assures the report is finalized and submitted on or before a date specified by CMS;
3. Ensure the assessment will be completed in accordance with the Health Care Financing Administration's (HCFA) "Independent Assessment Requirement for Section 1915(b) Waiver Programs: Guidance to States";

4. Ensure the methodology will evaluate domains identified in the waiver, including, but not limited to, access to care, quality of care, and cost effectiveness;
5. Collaborate with ODM to determine the “look-back” period for the assessment;
6. Work with ODM’s contracted actuary in evaluating the cost-effectiveness of the waiver and consider this information in the assessment and resulting report; and
7. Determine information sources required for conducting the assessment (for example, Ohio Medicaid Quality Strategy; documents from ODM and MCPs; federal and/or state statutes and administrative codes; provider agreements; etc.).

**Frequency Component Two F:** Two independent assessments are needed: the first assessment shall be initiated in SFY 2023 and be completed in SFY 2024; and the second assessment has not been scheduled at the time of this RFP release but will likely be between SFY 2024 and SFY 2026.

**Deliverables Component Two F:** Provide a complete waiver assessment report. Unless otherwise agreed upon by supplier and ODM, the report shall include and Executive Summary Background, Assessment Methodology, Access to Services Assessment, Quality of Care Assessment, Cost Effectiveness Assessment, and any Appendices.

## **COMPONENT TWO SCOPE OF WORK G: INFORMATION SYSTEM REVIEW**

This Scope of Work focuses on assessing health plans’ information system capabilities.

### **Component Two G – Tasks 1 and 2**

1. Use criteria and tools approved by ODM to conduct on-site information systems reviews assessing each health plan’s:
  - a. Data management processes.
  - b. Procedures for collecting and integrating member and provider characteristics and services furnished to members from multiple sources.
  - c. Data integration and control procedures, including:
    - i. Reviewing completed assessment tools and supporting documentation; and interviewing staff responsible for leading certain operational/functional aspects of the plans’ information systems.
    - ii. Assessing the ability to link data from multiple sources.
    - iii. Examining processes for data transfers.
    - iv. Evaluating data warehouse structures and reporting capabilities.
    - v. Reviewing processes, documentation and data files to ensure compliance with state specifications for encounter data submissions.
    - vi. Assessing the claims adjudication process and capabilities.
2. Evaluate the plans’ information systems capabilities and identify any potential problem areas that may impact ODM’s ability to monitor performance in key operational areas.

**Frequency Component Two G:** As needed by ODM, but not to exceed one information system review per SFY.

**Deliverables Component Two G:** Conduct on-site audits and complete one plan-specific report for each on-site review conducted. Reports shall include results of audits, identified problems and potential problems, and recommendations.

#### **COMPONENT TWO H SCOPE OF WORK: COMPREHENSIVE PRIMARY CARE (CPC) MONITORING.**

The CPC program is an Ohio initiative aimed at transforming primary care infrastructure intended to support improved population health outcomes. It is based on the Patient-Centered Medical Home and uses concepts of team-based care, patient-centered care, patient satisfaction, and health information interoperability to help practices deliver the best possible care while lowering cost of care. CPC participants agree to implement required activities throughout the year, which should then be reflected in their quality and efficiency metrics. These activities include: same-day appointments, 24/7 access to care, risk stratification, population health, team-based care management, follow-up after hospital discharge, tests and specialist referrals, and patient experience. This program launched in 2017 and as of April 1, 2018, there were 161 CPC providers in the program. In 2018, ODM intends to expand the CPC program which could add up to 500 practices that could participate on/after January 1, 2019. For more information on the CPC program, please visit: <http://medicaid.ohio.gov/provider/PaymentInnovation/CPC>.

ODM is interested in evaluating a CPC practice's compliance with the aforementioned activity requirements, assess a practice's initial strengths and weaknesses, and impact of the activity requirements on CPC quality and efficiency metrics.

#### **Component Two H – CPC Monitoring: Tasks 1 through 6**

This process will consist of desk and on-site reviews, developing practice and summary level reports, issuing and tracking performance improvement plans, as needed, and providing technical assistance on an as needed basis.

The selected supplier must conduct each of the following tasks:

1. Develop an evaluation methodology, structured questionnaire, and any other tools ODM and supplier determine are necessary to conduct the review. Develop an electronic tool, in collaboration with ODM, that can be used as a means of gathering information and permits end users to perform ad hoc, end-user defined inquiries of the data.
2. Conduct a desk review for CPCs. These sites will consist of new sites that have been added and not reviewed previously; sites who had poor performance in the most recent reviews, and the remainder may be sites of particular interest due to outstanding performance, random sample, or other criteria to be determined. On-site reviews will then be conducted for a selected number of sites that had previous desk reviews and will include phone interviews (estimate is three hours per practice). On-site reviews will take approximately one business day, including travel. Sites for on-site review will be based upon ODM direction. The scope of the review is to evaluate CPC practice's performance on standards and requirements and also observe and document innovative practices. Contractor is expected to interact with the practices to share ideas and provide technical assistance as follows:
  - a. For SFY 2020, Contractor shall conduct a desk review for no more than fifty CPC practices who participated on/before December 31, 2018; and shall conduct desk reviews for no more than 450 CPC practices who were approved to participate on/after January 1, 2019.

On site reviews will be conducted for up to 1/3 of the CPC practices (maximum of 167 practices).

For SFYs 2021 through 2025, Contractor shall conduct a desk review for all new practices and 1/3 of the practices that were reviewed in the prior state fiscal year. On site reviews will be conducted for up to 1/3 of practices for which a desk review was conducted. Contractor can anticipate an additional 100 practices for each SFY. See below table:

State Fiscal Year	Total Practices	Desk Reviews	On Site Reviews
2020	500	500	167
2021	600 (incl. 100 new)	267	89
2022	700 (incl. 100 new)	190	63
2023	800 (incl. 100 new)	163	54
2024	900 (incl. 100 new)	154	51
2025	1000 (incl. 100 new)	151	50

3. Generate a report of the desk and on site reviews for each CPC that was evaluated (i.e., an individual report for each CPC). The report will include sections consisting of the following:
  - a. A “heat map” identifying the extent to which a CPC met each of the eight activity requirements (i.e., green = pass; yellow = concerns/issues; red = fail; and a flag calling out activity requirements that were met in a unique way);
  - b. Detailed descriptions of how/why each activity requirement was scored, including the reason why any were marked with an innovation flag;
  - c. A profile of the CPC practices, including, but not limited to, its affiliation (i.e., academic or independent), the number of sites within the billing ID, where the sites are located, CPC practices assigned peer groups, and the longest distance between two sites; and
  - d. Comparison of CPC practices’ performance on quality metrics against results from the CPC monitoring activity.
4. Prepare a statewide Summary Report that must include, but not be limited to, compliance determinations, difficulties encountered by the CPCs, as well as their strengths; recommendations for updating activity requirements, profiles of CPCs with good outcomes, and statewide results categorized by up to four peer groups (e.g. rural, fewer than two PIPs, etc.).
5. In collaboration with ODM, take the following actions related to performance improvement:
  - a. Notify CPC practices of any needed PIPs;
  - b. Collect PIPs, assuring CPC practices submit them on a timely basis and assessing the PIP’s adequacy;
  - c. Give CPC practices feedback on PIPs, providing them with any needed technical assistance, and determining when PIPs are final;
  - d. Track PIPs over time and follow up with CPC practices as necessary; and
  - e. Coordinate the CPC reconsideration rights process. (CPCs are allowed to contest the results of the assessment reports.) Contractor responsibilities shall include, but not be limited to, providing documentation and other evidence gathered from the review supporting its findings.

6. Provide up to 500 hours of technical assistance per SFY, as requested by ODM.

### **Frequency Component Two H: Annually**

**Deliverables Component Two H:** Assessments of each CPC, submitted to each CPC, statewide summary report, and production and administration of performance improvement plans as needed.

### **COMPONENT TWO I SCOPE OF WORK: QUALIFIED BEHAVIORAL HEALTH ENTITY (QBHE) MONITORING.**

Behavioral Health Care Coordination is a model of comprehensive care coordination that connects qualified behavioral health entities (QBHE) with an assigned panel of members with high-need behavioral health conditions. A participating QBHE must perform the following activities, as needed, for their attributed members: initial outreach and engagement; comprehensive care planning; ongoing relationship maintenance; transitions of care; individual engagement and access to appropriate care; engaging supporting services, and population health management. QBHEs agree to perform required activities, which should then be reflected in their quality and efficiency metrics. To qualify, a provider must meet specific requirements as specified in Ohio Administrative Code, such as demonstrated commitment to integration of physical and behavioral health care for a minimum of six months prior to the date of application, implemented and actively uses an electronic health care record, etc.

For more information on the QBHE program, go to the following website located at: <http://bh.medicaid.ohio.gov/Portals/0/Providers/20180530%20BH%20Webinar%202%20vF.PDF?ver=2018-06-06-133010-427>.

ODM is interested in evaluating a QBHE's compliance with the aforementioned activity requirements, assess a practice's initial strengths and weaknesses, and impact of the activity requirements on QBHE quality and efficiency metrics.

### **Component Two I – Assessment of QBHE's Performance on Activity Requirements: Tasks 1 through 6**

The focus will be on QBHEs' ability to meet the ODM prescribed activities. This process will consist of desk and on-site reviews, developing practice and summary level reports, issuing and tracking performance improvement plans, as needed, and providing technical assistance on an as needed basis.

The selected supplier must conduct each of the following tasks:

1. Develop an evaluation methodology, structured questionnaire, and any other tools ODM and vendor determine are necessary to conduct the review. Develop an electronic tool, in collaboration with ODM, that can be used as a means of gathering information and permits end users to perform ad hoc, end-user defined inquiries of the data;
2. Conduct a desk review and an on-site review for each QBHE (ODM expects 120 QBHEs). Desk reviews will include phone interviews (estimate is three hours per practice). On-site reviews will take approximately one business day, including travel. The scope of the review is to evaluate QBHE practice's performance on standards and requirements and also observe and document innovative practices. Contractor is expected to interact with the practices to share ideas and provide technical assistance. The reviews will consist of the following expectancies:



- a. For SFY 2020, ODM expects no more than 120 practices enrolled as of January 1, 2019 to participate in a desk review and onsite review.
  - b. For SFYs 2021 through 2026, ODM expects that any new practice enrolled as of December 31 of that SFY will participate in a desk review and on site review. Any QBHE previously reviewed in the prior state fiscal year that exhibits poor performance in the current state fiscal year will also be subject to a desk review and onsite review (no more than thirty QBHEs).
3. Generate a report of the desk and on-site reviews for each QBHE that was evaluated (i.e., an individual report for each BHCE). The report will include sections consisting of the following:
  - a. A “heat map” identifying the extent to which a QBHE met each of the seven activity requirements (i.e., green = pass; yellow = concerns/issues; red = fail; and a flag calling out activity requirements that were met in a unique way).
  - b. Detailed descriptions of how/why each activity requirement was scored, including the reason why any were marked with an innovation flag.
  - c. A profile of the QBHE practices, including, but not limited to, its affiliation (i.e., academic or independent); the number of sites within the billing ID; where the sites are located; QBHE practices assigned peer groups; and the longest distance between two sites.
  - d. Comparison of QBHE practices’ performance on quality metrics against results from any on-going QBHE monitoring activity.
4. Prepare a statewide Summary Report that shall include but not be limited to compliance determinations; difficulties encountered by the BHCEs, as well as their strengths; recommendations for updating activity requirements; profiles of BHCEs with good outcomes; and statewide results categorized by up to four peer groups; and
5. In collaboration with ODM, take the following actions related to performance improvement:
  - a. Notify QBHE practices of any needed Performance Improvement Plans (PIPs).
  - b. Collect PIPs, assuring QBHE practices submit them on a timely basis and assessing the PIP’s adequacy.
  - c. Give QBHE practices feedback on PIPs, providing them with any needed technical assistance, including additional onsite visits, and determining when PIPs are final.
  - d. Track PIPs over time and follow up with QBHE practices, including additional onsite visits and further reviews, as necessary.
  - e. Coordinate the QBHE reconsideration rights process. (BHCEs are allowed to contest the results of the assessment reports.) Contractor responsibilities shall include, but not be limited to, providing documentation and other evidence gathered from the review to support its findings.



6. Provide up to 500 hours of technical assistance for each SFY, as requested by ODM.

**Frequency Component Two I:** Annually, beginning SFY 2020.

**Deliverables Component Two I:** Assessments of each QBHE, submitted to each QBHE; statewide summary report; production and administration of performance improvement plans as needed.

**COMPONENT TWO J SCOPE OF WORK: GENERAL TECHNICAL ASSISTANCE IN SUPPORT OF ADMINISTRATIVE COMPLIANCE**

The selected supplier must provide up to 600 hours of technical assistance to ODM and to participating plans each SFY. The specific nature of the technical assistance will be defined by ODM on a case-by-case basis, but at a minimum, will include educational sessions to enhance the use of EQR results, identification of health care trends or best practices in performance measures or quality improvement activities, and providing clinical consultation and expertise.

**Attachment A1**  
**REQUIRED VENDOR INFORMATION**

**Purpose:** ODM requires the following information from vendors who submit proposals or bids in response to any ODM Requests for Proposals (RFPs) or Requests for Letterhead Bids (RLBs), in order to facilitate the development of the contract (or finalization of a purchase) with the selected vendor. ODM reserves the right to reject your proposal if you fail to provide this information fully, accurately, and by the deadline set by ODM. Further, some of this information (as identified below) **must** be provided in order for ODM to accept and consider your proposal\bid. **Failure to provide such required information may result in immediate disqualification of your proposal.**

**Instructions:** Provide the following information regarding the vendor submitting the proposal or bid. Vendors may either print this attachment, complete and sign, or may provide the required information and certifications (each fully re-stated from this attachment) on their letterhead as the opening pages of their proposals. It is mandatory that the information provided is certified with an original signature (in blue ink, please) from a person with authority to represent the vendor. Vendors are to provide the completed and signed information and certifications as the cover pages of their original proposal submitted to ODM.

**IMPORTANT:** If the RFP\RLB specified a maximum page limit for vendor proposals\bids, the attachment of any required certifications, other documents, or additional pages needed to fully provide the information requested here will **NOT** be counted against that page limit.

**Vendors must provide all information**

1. ODM RFP/RLB# and TITLE: \_\_\_\_\_
2. Proposal Due Date: \_\_\_\_\_
3. Vendor Name: (legal name of vendor – person or organization – to whom contract/purchase payments will be made:  
\_\_\_\_\_  
\_\_\_\_\_
4. Vendor Corporate Address:  
\_\_\_\_\_  
\_\_\_\_\_
5. Vendor Remittance Address: (or “same” if same as number 4. above)  
\_\_\_\_\_  
\_\_\_\_\_
6. Print or type the following information for the vendor’s representative/contact person authorized to answer questions on the proposal/bid:  
  
Vendor Representative Name and Title: \_\_\_\_\_  
  
Vendor’s Representative Phone # and Email Address: \_\_\_\_\_
7. Is this vendor an Ohio certified MBE? Yes\_\_\_\_ No\_\_\_\_. If yes, attach a copy of current certification to proposal/bid. If ODM has specified the RFP/RLB is an opportunity exclusively for MBEs, failure to attach a copy of current certification may result in disqualification.
8. Vendor agrees to comply with the requirement to maintain a complete affirmative action plan and affirm they will be in compliance with ORC § 125.111 prior to being awarded a contract.

### Attachment A2 - Vendor and Grantee Ethics Certification

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

(1) I have reviewed and understand Ohio ethics and conflict of interest laws, as found in Chapter 102 and Sections 2921.42 and 2921.43 of the Ohio Revised Code;

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

(3) I acknowledge that failure to comply with this certification, is, by itself, grounds for termination of this contract or grant with the State of Ohio.

\_\_\_\_\_  
Signature of authorized agent

\_\_\_\_\_  
Date

\*"Doing business with" includes all contracts for goods and services, excluding purchases made using the State of Ohio's Payment Card Program that cost less than \$1,000.

2. I have read the ODM Model Contract attached to the RFP/RLB, and if awarded a contract, I will not \_\_\_\_\_ (or) I will \_\_\_\_\_ request changes to the standard language, and have marked the requested changes and returned the model document with this proposal for consideration by ODM. (If changes are requested, ODM will review those changes if you are the selected vendor. All requested changes to model contract language are subject to ODM approval.)

**NOTE:** Item 3 below is not applicable and not required when the subject ODM procurement opportunity is offered only to State Term Schedule Vendors.)

3. I \_\_\_\_\_, (authorized vendor representative) hereby affirm that this proposal accurately represents the capabilities and qualifications of \_\_\_\_\_ (vendor's name), and I hereby affirm that the cost(s) bid to ODM for the performance of services and/or provision of goods covered in this proposal in response to the ODM RFP/RLB/other purchase opportunity is a firm fixed price, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal/bid.)

4. I \_\_\_\_\_, (authorized vendor representative) hereby attest that I understand that any and all information included in this proposal is not confidential and/or trade secret information (as defined in the RFP or where found in an RLB document) and that the proposal submission may be posted in its entirety on the Internet for public viewing. Following submission to ODM, all proposals submitted may become part of the public record. ODM reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information. The vendor affirms that they shall be solely responsible for any and all information disclosed in the proposal submission and any or all information released by ODM in a public records request(s).

### Attachment A3 – Location of Business and Offshore Declaration Form

**Location of Business Declaration:** Vendors responding to any ODM RFP/RLB (etc.) must certify that no public funds shall be spent on services provided/performed offshore by completing, signing, and returning the “Location of Business Form,” which is the final section of this attachment. **FAILURE TO PROPERLY COMPLETE, SIGN AND RETURN THIS FORM MAY RESULT IN DISQUALIFICATION OF THE VENDOR FROM CONSIDERATION FOR AWARD OF THIS ODM CONTRACT.**

Pursuant to Governor’s Executive Order 2011-12K ([www.governor.ohio.gov](http://www.governor.ohio.gov)), no public funds shall be spent on services provided offshore. This form serves as a certification of compliance with this policy and required disclosures. Please answer the following questions about the project or service you are seeking to perform for or the funding for which you are applying from the Ohio Department of Medicaid:

1. Principal location of business of Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by  
**subcontractor(s):**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by **subcontractor(s)**:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

**By signing below, I hereby certify and affirm** that I have reviewed, understand, and will abide by the Governor's Executive Order 2011-12K. I attest that no funds provided by ODM for this project or any other agreement will be used to purchase services provided outside the United States or to contract with a subcontractor who will use the funds to purchase services provided outside the United States. I will promptly notify ODM if there is a change in the location where any of the services relating to this project will be performed. If I am signing this on behalf of a company, business, or organization, I hereby acknowledge that I have the authority to make this certification on behalf of that entity.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Entity Name

\_\_\_\_\_  
Address (Principal place of business)

\_\_\_\_\_  
Printed name of individual authorized  
to sign on behalf of entity

\_\_\_\_\_  
City, State, Zip

**ATTACHMENT A4 - AFFIDAVIT OF NON-COLLUSION**

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

I state that:

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

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

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

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

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

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

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

## ATTACHMENT B

### Technical Proposal Score Sheet for COMPONENT ONE/APPENDIX A ODMR-1819-1011

#### PHASE I: Initial Qualifying Criteria

The proposal must meet all of the following Phase I proposal acceptance criteria in order to be considered for further evaluation. Any proposal receiving a “no” response to any of the following qualifying criteria **shall be disqualified from consideration**.

ITEM #	PROPOSAL ACCEPTANCE CRITERIA	RFP Sec. Reference	YES	NO
1	Was the supplier’s proposal received by the deadline as specified in the RFP?	Sect. II, 2.1 and Sect. VIII, 8.5		
2	Did the supplier submit a proposal comprised of a Technical Proposal(s) and, in a separate, appropriately labeled, sealed envelope, the Cost Proposal(s) as required by Attachment C?	Sect. VIII, 8.4		
3	Does the supplier’s proposal(s) include all required affirmative statements and certifications, signed (in all required parts) by the supplier’s responsible representative, as described in Attachment A to the RFP?	Sect. VIII, 8.3		
4	Is the supplier free from being prohibited to enter into a contract with ODM, due to restrictions related to the federal debarment list, unfair labor findings, or as established in ORC 9.24?	Sect. XI, 11.9		
5	Does the supplier have at least three years of demonstrated knowledge and/or experience in the following areas: 1. Medicaid beneficiaries, policies, data systems and processes; 2. Managed care delivery systems, organizations, and financing; 3. Quality assessment and performance improvement methods; 4. Rapid Cycle Quality Improvement Science methods; 5. Research design, methods and statistical analysis; 6. Health systems reform; 7. Payment reform strategies; 8. Value-based purchasing; 9. Population Health management; and 10. Care coordination/management strategies.	Sect. III, 3.1A		
6	Does the supplier have assigned, or proposed staff who are, or have a subcontract with, a qualified organization that is, designated as a National Committee for Quality Assurance (NCQA)-certified Healthcare Effectiveness Data and Information Set (HEDIS) Compliance Auditor; and did the supplier include a copy of their NCQA Recognition Certificate which provided the name of the supplier/subcontractor, an effective date and an expiration date of their certification?	Sect. III, 3.1B		
7	Does the supplier have assigned, or a subcontract with, a qualified organization that is designated as an NCQA-certified HEDIS Consumer Assessment of Healthcare Providers and Systems (CAHPS) Survey Supplier; and did the supplier include a copy of their NCQA Recognition Certificate which provides the name of the supplier/subcontractor, an effective date and an expiration date of their certification?	Sect. III, 3.1C		
8	Has the supplier demonstrated they possess information technology systems that are capable of receiving, storing transferring, protecting, organizing, managing, manipulating, and analyzing large data sets that cover a population of approximately three million individuals?	Sect. III, 3.1D		
9	Has the supplier demonstrated the capacity to support the volume and type of data as demonstrated in Section 6.4 of this RFP with the ability to accommodate 20 percent annual growth?	Sect. III, 3.1E		
10	Has the supplier demonstrated how supplier will support the administrative, technical, and physical safeguards required by Health Insurance Portability and Accessibility Act (HIPAA)?	Sect. III, 3.1F		
11	Has the supplier demonstrated independence from the state Medicaid Agency and health plans under review as required by 42 CFR § 438.354?	Sect. III, 3.1G		

12	Has the supplier demonstrated in its proposal that it currently has a physical presence in Ohio or demonstrated concrete plans for establishing a physical presence, to include the actual or proposed location (i.e., building/facility street address, city, and zip code) of the supplier's presence? Supplier proposals must identify the date the location will be occupied, work to be performed for this project at that location, and vendor personnel, either by staff name or function that will operate from the Ohio location?	Sect. III, 3.1H		
13	Has the supplier met the requirements in Attachment A: A1- Required Supplier Information, A2- Supplier and Grantee Ethics Certification, A3- Location of Business and Offshore Declaration Form, and A4- Affidavit of Non-Collusion and affirm the following? 1.The review and understanding of Ohio ethics and conflict of interest laws, as found in Chapter 102 and §§ 2921.42 and 2921.43 of the ORC; 2.Confirmation of not being excluded from entering in a contract with ODM due to restrictions related to the federal debarment list, unresolved findings under ORC §9.24 and unfair labor findings pursuant to ORC §121.23; 3.Compliance with the requirement to maintain a complete affirmative action plan, or accept the State's plan, and be in compliance with ORC § 125.111 prior to being awarded a contract. Suppliers should review these requirements at the following DAS website: <a href="http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionEqualEmploymentOpportunity.aspx">http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionEqualEmploymentOpportunity.aspx</a> ; and 4.Acknowledgement that, pursuant to ORC 9.76, a state agency may not enter into or renew a contract for supplies, equipment or services with a company that operates to earn a profit unless that company certifies that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade. Supplier agrees to notify ODM immediately if it boycotts a jurisdiction with whom the State of Ohio can enjoy open trade.	Sect. III, 3.1I		
14	Did the supplier submit with their proposal a selected Ohio certified Minority Business Enterprise (MBE) subcontractor, along with a copy of their Ohio MBE certification letter, assigned, at a minimum, job duties that will equate to 15 percent of the total dollar amount of the contract per state fiscal year (SFY)?	Sect. III, 3.1J		
15	Has the supplier met all of the above Mandatory Supplier Qualifications in Phase I for the above Items 1 through 14, and can proceed to Phase II of the scoring criteria of the Technical Proposal?			
16	Is the supplier an Ohio certified MBE, Encouraging Diversity, Growth and Equity (EDGE) or Veteran Business Enterprise (VBE)? If so, have they provided a copy of their current certification from DAS?	Sect. III, 3.1K		

## PHASE II: Criteria for Scoring of Technical Proposal

Qualifying technical proposals will be collectively scored by a Proposal Review Team (PRT) appointed by ODM. For each of the evaluation criteria given in the following score sheet, reviewers will collectively judge whether the technical proposal exceeds, meets, partially meets or does not meet the requirements expressed in the RFP, and assign the appropriate point value. The point values vary in each section and therefore are annotated at the beginning of each section. Scoring is based on the following criteria:

Does Not Meet Requirement	Partially Meets Requirement	Meets Requirement	Exceeds Requirement
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### Technical Performance Scoring Definitions:

**“Does Not Meet Requirement”**- A particular RFP requirement was not addressed in the vendor's proposal.

**“Partially Meets Requirement”**-Supplier proposal demonstrates some attempt at meeting a particular RFP requirement, but that attempt falls below acceptable level.

**“Meets Requirement”**-Supplier proposal fulfills a particular RFP requirement in all material respects, potentially with only minor, non-substantial deviation.

**“Exceeds Requirement”**-Supplier proposal fulfills a particular RFP requirement in all material respects, and offers some additional level of quality in excess of ODM expectations.



A technical proposal's total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying proposal. Technical proposals that do not meet or exceed a total score of at least **210,659** points (a score which represents that the selected supplier has the capability to successfully perform the project/program services) out of a maximum of **324,090** points, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those suppliers with Technical Proposals that meet or exceed the minimum required technical points will advance to PHASE III of the cost proposal score sheet.

The point values for the criteria under the below Section A. are as follows: Doesn't Meet - 0 Partially Meets – 1161 Meets – 2709 Exceeds – 3870						
ITEM #	EVALUATION CRITERIA	RFP Section Reference	Doesn't Meet 0	Partially Meets 1161	Meets 2709	Exceeds 3870
<b>SUPPLIER QUALIFICATIONS</b>						
<b>A. ORGANIZATIONAL AND STAFF EXPERIENCE &amp; CAPABILITIES</b>						
1	Did the supplier provide a brief description (i.e., no more than five, single-spaced pages) of the organization's history and current operations in Ohio and the United States, including an identification of the states (i.e., state Medicaid agencies) with which the supplier contracted or currently contracts to conduct external quality review activities for Medicaid managed care?	Sect. III, 3.2, A.				
2	Did the supplier provide the total number of corporate years and the total number of staff years, separately, that the organization and staff have been performing external quality review activities (as specified in 42 CFR § 438.358) for each state contract identified in response to Section 3.2.A?	Sect. III, 3.2, B.				
3	For each state listed in Section 3.2. A. that the organization holds/held a contract with to conduct external quality review activities for Medicaid managed care, did the supplier indicate if the organization has/had an office located in, and hires/hired residents of, each state?	Sect. III, 3.2, C.				
	<b>Activity:</b> Under this scoring criteria, the supplier will be scored on their response to the below Activities and will be required to provide a description of their experience in performing Activities a. through g. for each state identified in paragraph 3.2 A, and address, <u>at a minimum, each of the following components for each Activity:</u> 1. Effective dates of the state contract (i.e., current/prior); 2. Total years that the activity is/was performed for the state; and 3. A brief description of the activity conducted including the list of Deliverables produced for the state. Activities a. through h. listed in Section 3.2, and as shown below:	<b>This section is for instructional purposes only and not scored.</b>				
4	<b>Activity:</b> a. Evaluation of health plan compliance with state and federal Medicaid managed care regulations using a standardized data collection tool and multiple data collection methods (e.g., staff interviews, on-site reviews, desk reviews), aggregating and analyzing findings, and presenting health plan level findings regarding compliance with the administrative standards to the State.	Sect. III, 3.2, D.				
5	<b>Activity:</b> b. Comparison of two different sources of data/information in order to generate a rate of agreement between the two data sources (e.g., health plan care management clinical documentation and data reported by the plan to a state care management database, health plan's provider directory versus contact information reported on	Sect. III, 3.2, D.				

	a provider survey) using a standardized data collection tool and presenting the findings to the State.					
6	<b>Activity:</b> c. Assessment of health plans' information systems capabilities with respect to data collection, analysis, integration, management, and reporting using a standardized assessment tool and multiple data collection methods (e.g., staff interviews, desk reviews, on-site reviews), and identification of any problems that may impact the state's ability to monitor health plan performance.	Sect. III, 3.2, D.				
7	<b>Activity:</b> d. Abstraction of data from electronic/paper medical records, care management files, grievances, provider contracts, etc. at the provider or health plan level that involves using a standardized data collection tool, development of abstractor training materials, and calculation of inter-rater reliability.	Sect. III, 3.2, D.				
8	<b>Activity:</b> e. Completion of an external quality review technical report as specified in 42 CFR Part 438.364.	Sect. III, 3.2, D.				
9	<b>Activity:</b> f. Completion of a 1915(b) independent waiver assessment per Section 2111(B) of the State Medicaid Manual, following guidance set forth in "Section 1915(b) Waiver Program Independent Assessments: Guidance to States" (US Dept. of Health and Human Services, 1998) ( <a href="https://www.medicaid.gov/Federal-Policy-Guidance/downloads/smd122298.pdf">https://www.medicaid.gov/Federal-Policy-Guidance/downloads/smd122298.pdf</a> ).	Sect. III, 3.2, D.				
10	<b>Activity:</b> g. Provider monitoring – developing evaluation methodologies, structured questionnaires, and other tools for conducting desk and on-site reviews of healthcare providers, generating reports that include scoring/ranking criteria, compliance determinations, identification of areas for improvement, and the development of recommendations for improvement.	Sect. III, 3.2, D.				
11	<b>Activity:</b> h. Developing, implementing, maintaining, and modifying/enhancing a performance scorecard to evaluate the performance of health plans and/or providers using a standardized scoring methodology and a meaningful rating system (e.g., stars, letter grades).	Sect. III, 3.2, D.				
<b>The point values for the criteria under the below Section B. are as follows: Doesn't Meet - 0 Partially Meets – 1161 Meets – 2709 Exceeds – 3870</b>						
<b>ITEM #</b>	<b>EVALUATION CRITERIA</b>	<b>RFP Section Reference</b>	<b>Doesn't Meet 0</b>	<b>Partially Meets 1161</b>	<b>Meets 2709</b>	<b>Exceeds 3870</b>
<b>B. ORGANIZATIONAL AND STAFF EXPERIENCE &amp; CAPABILITIES</b>						
1	Did the supplier provide a resume or curriculum vitae with sufficient experience for the Project Director (PD) position, and did supplier specify that the PD will be located within Columbus, Ohio and exclusive to the Ohio EQR contract who has at least: 1. A Master's degree (e.g., Business Administration, Public Administration, Health Services Administration), commensurate experience may be considered; 2. A Project Management Professional (PMP) Certification, preferred; 3. Five years of health-care related experience; 4. Five years of project/contract management experience; and 5. Demonstrated knowledge of Ohio Medicaid managed care?	Sect. III, 3.3 A				

2	<p>Did the supplier provide a resume or curriculum vitae with sufficient experience for a Statistician who has at least:</p> <ol style="list-style-type: none"> <li>1. A Master's degree preferred, in a related field (e.g., Statistics, Mathematics, Bio-Statistics), commensurate experience may be considered;</li> <li>2. Three years of health care related experience; and</li> <li>3. Five years of experience with complex statistical analyses, statistical programming, sampling methodologies, etc.?</li> </ol>	Sect. III, 3.3 B				
3	<p>Did the supplier provide a resume or curriculum vitae with sufficient experience for an Information Technology Director who has at least:</p> <ol style="list-style-type: none"> <li>1. A Bachelor's degree preferred, in a related field (e.g., Computer Science, Database Administration), commensurate experience may be considered; and</li> <li>2. Five years of experience with the following activities:               <ol style="list-style-type: none"> <li>1) managing a health care data warehouse for a large data set covering a population of 1,000,000 or more individuals;</li> <li>2) providing role based access to multiple users for the receipt and exchange of data, ensuring system security and performance conform to industry standards;</li> <li>3) performing information systems reviews;</li> <li>4) providing technical assistance to users; and</li> <li>5) designing, building, and maintaining complex business intelligence solutions (e.g., databases, scorecards, dashboards);</li> <li>6) experience working with Tableau;</li> <li>7) must demonstrate experience to drive data quality and accuracy checks; and</li> <li>8) the ability to provide privacy and protection of data provided by ODM?</li> </ol> </li> </ol>	Sect. III, 3.3 C				
4	<p>Did the supplier provide a resume or curriculum vitae with sufficient experience for a Healthcare Data Analyst who has at least:</p> <ol style="list-style-type: none"> <li>1. A Master's degree in a related field (e.g., Health Services Administration, Public Health, Public Administration, or Business Administration), commensurate experience may be considered with approval by ODM; and</li> <li>2. Five years of experience with healthcare claims data, HEDIS (or equivalent national measurement sets) quality measures, and explaining performance variation and trends in metrics?</li> </ol>	Sect. III, 3.3 D				
5	<p>Did the supplier provide a resume or curriculum vitae with sufficient experience for a Quality Improvement Director who has at least:</p> <ol style="list-style-type: none"> <li>1. A Bachelor's degree in a related field (e.g., Nursing, Public Health, Health Administration), commensurate experience may be considered;</li> <li>2. Five years of experience directing health systems-related quality improvement initiatives (e.g., clinical PIPs);</li> <li>3. Demonstrated knowledge of applicable state and federal quality standards and regulations;</li> <li>4. Minimum of three years of healthcare and managed care experience;</li> <li>5. Demonstrated experience using the Model for Improvement (PDSA-Plan, Do, Study, Act) is preferred; and</li> <li>6. Demonstrated experience leading/facilitating quality improvement activities.</li> </ol>	Sect. III, 3.3 E				

6	<p>Did the supplier provide a resume or curriculum vitae with sufficient experience for a Medical Director who has at least the following:</p> <ol style="list-style-type: none"> <li>1. Is a currently licensed Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.);</li> <li>2. Has at least five years of experience serving a Medicaid population;</li> <li>3. Has demonstrated knowledge of population health, managed care delivery systems quality improvement, healthcare transformation, value-based purchasing; care management/care coordination models; and</li> <li>4. ODM prefers that the Medical Director also has at least three years of experience with behavioral healthcare.</li> </ol>	Sect. III, 3.3 F				
<p><b>The point values for the criteria under the below Section C. are as follows:</b>  <b>Doesn't Meet - 0 Partially Meets - 18,900 Meets - 44,100 Exceeds - 63,000</b></p>						
ITEM #	EVALUATION CRITERIA	RFP Section Reference	Doesn't Meet 0	Partially Meets 18,900	Meets 44,100	Exceeds 63,000
<b>C. ENGAGEMENT</b>						
1	<p><b>Engagement:</b> Under this scoring criteria, the supplier will be scored on their response to the requirements for Engagement in Section 3.4 as follows:</p> <p>A. Supplier must submit a staffing plan that focuses on staffing consistency and includes a staff retention plan as well as the assignment of long-term project leads.</p> <p>B. A Project Lead with project management responsibility shall be assigned for each Deliverable.</p> <p>C. During all phases of the project life cycle (e.g., initiation, planning, execution, monitoring and control, and closure), including key decision making points fundamental to project execution and the presentation of key findings and recommendations, assigned project leads, the Project Director, and other relevant supplier staff will participate in person with ODM. Other in-person collaboration may be required and will be determined as needed.</p> <p>D. The Project Director (PD) will take an active role in overseeing all aspects of the Scopes of Work and Deliverables. The PD will also identify overlaps/dependencies in Scopes of Work to assure effective execution. This will include attending (in person or by phone) most meetings that occur between ODM project staff and supplier project staff.</p> <p>E. The Project Director will meet weekly (in person or by phone) with the ODM Contract Manager.</p> <p>F. A Project Lead with project management responsibility shall be assigned for each Scope of Work.</p> <p>G. Weekly open office hours will be arranged to be held on-site at ODM. Supplier and ODM will collaborate to create a schedule as to what key staff will need office hours and what the hours will be. The required staff and schedule may change depending on the demands of individual Scopes of Work.</p>	Sect. IV, 3.4				
<p><b>The point values for the criteria under the below Section D. are as follows:</b>  <b>Doesn't Meet - 0 Partially Meets – 2,106 Meets – 4,914 Exceeds – 7,020</b></p>						
ITEM #	EVALUATION CRITERIA	RFP Section Reference	Doesn't Meet 0	Partially Meets 2,106	Meets 4,914	Exceeds 7,020
<b>D. ADMINISTRATIVE STRUCTURE</b>						
1	Did the suppliers include, at minimum, the following administrative structures for this RFP project?	Sect. VI, 6.3				

	<p>A. A proposed table of organization that identifies the positions that will be located in the Ohio office, the positions that will be located in the corporate office (if applicable), and the reporting relationship between the Ohio and corporate office; and</p> <p>B. A proposed table of organization that identifies all of the positions and the number of staff that will be assigned to support each project, such as project managers, health data analysts, programmers/developers, communications staff, etc. This must include the percentage of staff time or full time equivalents (FTEs) that will be dedicated to each Deliverable. Suppliers must demonstrate in their proposal the capability to correlate the hours worked by the employee with the designated FTE allocation for that employee by Deliverable.</p>					
<p><b>The point values for the criteria under the below Section are as follows:</b>  <b>Doesn't Meet - 0 Partially Meets - 2,106 Meets - 4,914 Exceeds - 7,020</b></p>						
ITEM #	EVALUATION CRITERIA	RFP Section Reference	Doesn't Meet 0	Partially Meets 2,106	Meets 4,914	Exceeds 7,020
	<b>E. Specifications for Data Management and Information Systems Capacity/Compatibility, Security Procedures, Data Collection, Project Management and Report Specifications</b>					
1	<p><u>Data Management, Information Systems Capacity and Compatibility with ODM's Operating System.</u>  Did the supplier demonstrate, or confirm when a demonstration was not feasible, that they are capable of providing the requirements:</p> <p><b>1.</b> Did the supplier demonstrate they have information systems with the capacity that is adequate for receiving, storing, organizing, managing, manipulating, securing and storing, analyzing and transferring large data sets that cover a population of 3 million individuals?</p> <p>Did the supplier acknowledge and/or demonstrate their ability to accept all file layouts for data sets required by ODM to accomplish Deliverables specified in the RFP?</p> <p>Did the supplier acknowledge and/or demonstrate their ability to accept files from multiple sources, including ODM, ODM's suppliers, and state agencies in accordance with the table below shown in Section 6.4A.1?</p> <p><b>2.</b> Is the supplier able to link to the following: 1) ODH vital statistics file with Medicaid eligibility and claims files through a methodology approved by ODM, 2) Medicare claims and enrollments with Medicaid consumer data through a methodology approved by ODM, integrating the sets of data to calculate performance measures, and 3) electronic health records (EHR) with Medicaid eligibility and enrollment data through a methodology approved by ODM, and integrate all data sources with Medicaid and Medicare claims data.</p> <p><b>3.</b> Did supplier acknowledge their ability to create new data sets in support of implementation of state and federal policies at no additional charge to ODM to complete the Deliverables required by the contract?</p> <p><b>4.</b> Did the suppliers agree to provide electronic files for all software requested by ODM?</p>	Sect. VI, 6.4 A.				

2	<b><u>Security Compliance</u></b> Did the supplier agree to follow the requirements under Section 6.4B? 1. Security measures required in Supplement N 2. Will ensure personnel will sign ODM form 7078 3. Establish a secure file transfer protocol	Sect. VI, 6.4 B.				
3	<b><u>Data Collection-</u></b> Has the supplier demonstrated their ability to provide for the below requirements, as specified in Section 6.4, C.? 1. <u>Sampling</u> 2. <u>Clinical documentation reviews: Data Collection and Abstraction Requirements</u> 3. <u>Data Collection/Procurement and Calculation of Record Submission Rate</u>	Sect. VI, 6.4 C.				
4	<b><u>Project Management-</u></b> Has the supplier acknowledged the requirement and/or demonstrated the ability to provide for Project Management requirements as specified in Section 6.4, D?	Sect. VI, 6.4 D.				
5	<b><u>Report Specifications-</u></b> Did the supplier include a statement within their proposal that they will comply with EQR report specifications as specified in Section 6.4, E?	Sect. VI, 6.4 E.				
6	<b><u>Business Continuity Plan.</u></b> Has the supplier provided within their proposal a Business Continuity Plan that clearly outlines how the supplier will continue to provide the services that are expected to be a result of the procurement in the event of a disaster or other unexpected break in services? Did the Plan address items a. through c. of this Section VII?	Sect. VII.				

**The point values for the criteria under “Engagement” are as follows:  
Doesn’t Meet - 0 Partially Meets – 1512 Meets – 3528 Exceeds – 5040**

ITEM #	Evaluation Criteria for Appendix A – Component One	RFP Section Reference	Doesn’t Meet 0	Partially Meets 1512	Meets 3528	Exceeds 5040
<b>F. Scope of Work and Specifications of Deliverables</b>						
1	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component A1A.	Appendix A				
2	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component A1B.	Appendix A				
3	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component A2.	Appendix A				
4	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component A3.	Appendix A				
5	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component B.	Appendix A				
6	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component C1A.	Appendix A				
7	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component C1B.	Appendix A				
8	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component C2.	Appendix A				
9	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component C3.	Appendix A				

10	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component D.	Appendix A				
11	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component E.	Appendix A				
12	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component F.	Appendix A				
13	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component G1.	Appendix A				
14	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component G2.	Appendix A				
15	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component H1.	Appendix A				
16	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component H2.	Appendix A				
17	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component H3.	Appendix A				
18	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component I.	Appendix A				
19	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component J.	Appendix A				
20	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component K1.	Appendix A				
21	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component K2.	Appendix A				
22	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component L1.	Appendix A				
23	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component L2.	Appendix A				
24	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component M1.	Appendix A				
25	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component M2.	Appendix A				
26	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component N.	Appendix A				
27	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component O1.	Appendix A				
28	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component O2.	Appendix A				
29	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component P.	Appendix A				

	The review team in its comprehensive review of the supplier's proposal has determined that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP. [A "no" response may disqualify the supplier's proposal and will not advance to the consideration of the supplier's Cost Proposal.]			YES	NO	
<b>GRAND TOTAL SCORE:</b>						

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**Based upon the Grand Total Technical Score earned, does the vendor's proposal proceed to the Phase III evaluation of its Cost Proposal? (Supplier's Grand Total Technical Score must be at least 210,659 points.)**

**Yes** \_\_\_\_\_

**No** \_\_\_\_\_

(If "No," Supplier's Cost Proposal will not be opened.)



## ATTACHMENT B

### Technical Proposal Score Sheet for COMPONENT TWO/APPENDIX B ODMR-1819-1011

#### PHASE I: Initial Qualifying Criteria

The proposal must meet all of the following Phase I proposal acceptance criteria in order to be considered for further evaluation. Any proposal receiving a “no” response to any of the following qualifying criteria **shall be disqualified from consideration**.

ITEM #	PROPOSAL ACCEPTANCE CRITERIA	RFP Sec. Reference	YES	NO
1	Was the supplier's proposal received by the deadline as specified in the RFP?	Sect. II, 2.1 and Sect. VIII, 8.5		
2	Did the supplier submit a proposal comprised of a Technical Proposal(s) and, in a separate, appropriately labeled, sealed envelope, the Cost Proposal(s) as required by Attachment C?	Sect. VIII, 8.4		
3	Does the supplier's proposal(s) include all required affirmative statements and certifications, signed (in all required parts) by the supplier's responsible representative, as described in Attachment A to the RFP?	Sect. VIII, 8.3		
4	Is the supplier free from being prohibited to enter into a contract with ODM, due to restrictions related to the federal debarment list, unfair labor findings, or as established in ORC 9.24?	Sect. XI, 11.9		
5	Does the supplier have at least three years of demonstrated knowledge and/or experience in the following areas: 1. Medicaid beneficiaries, policies, data systems and processes; 2. Managed care delivery systems, organizations, and financing; 3. Quality assessment and performance improvement methods; 4. Research design, methods and statistical analysis; 5. Health systems reform; 6. Value-based purchasing; 7. Population Health management; and 8. Care coordination/management strategies.	Sect. IV, 4.1A		
6	Does the supplier have assigned, or proposed staff who are, or have a subcontract with, a qualified organization that is, designated as a National Committee for Quality Assurance (NCQA)-certified Healthcare Effectiveness Data and Information Set (HEDIS) Compliance Auditor; and did the supplier include a copy of their NCQA Recognition Certificate which provided the name of the supplier/subcontractor, an effective date and an expiration date of their certification?	Sect. IV, 4.1B		
7	Does the supplier have assigned, or a subcontract with, a qualified organization that is designated as an NCQA-certified HEDIS Consumer Assessment of Healthcare Providers and Systems (CAHPS) Survey Supplier; and did the supplier include a copy of their NCQA Recognition Certificate which provides the name of the supplier/subcontractor, an effective date and an expiration date of their certification?	Sect. IV, 4.1C		
8	Has the supplier demonstrated they possess information technology systems that are capable of receiving, storing transferring, protecting, organizing, managing, manipulating, and analyzing large data sets that cover a population of approximately three million individuals?	Sect. IV, 4.1D		
9	Has the supplier demonstrated the capacity to support the volume and type of data as demonstrated in Section 6.4 of this RFP with the ability to accommodate 20 percent annual growth?	Sect. IV, 4.1E		
10	Has the supplier demonstrated how supplier will support the administrative, technical, and physical safeguards required by Health Insurance Portability and Accessibility Act (HIPAA)?	Sect. IV, 4.1F		
11	Has the supplier demonstrated independence from the state Medicaid Agency and health plans under review as required by 42 CFR § 438.354?	Sect. IV, 4.1G		

12	Has the supplier demonstrated in its proposal that it currently has a physical presence in Ohio or demonstrated concrete plans for establishing a physical presence, to include the actual or proposed location (i.e., building/facility street address, city, and zip code) of the supplier's presence? Supplier proposals must identify the date the location will be occupied, work to be performed for this project at that location, and vendor personnel, either by staff name or function that will operate from the Ohio location?	Sect. IV, 4.1H		
13	Has the supplier met the requirements in Attachment A: A1- Required Supplier Information, A2- Supplier and Grantee Ethics Certification, A3- Location of Business and Offshore Declaration Form, and A4- Affidavit of Non-Collusion and affirm the following? 1.The review and understanding of Ohio ethics and conflict of interest laws, as found in Chapter 102 and §§ 2921.42 and 2921.43 of the ORC; 2.Confirmation of not being excluded from entering in a contract with ODM due to restrictions related to the federal debarment list, unresolved findings under ORC §9.24 and unfair labor findings pursuant to ORC §121.23; 3.Compliance with the requirement to maintain a complete affirmative action plan, or accept the State's plan, and be in compliance with ORC § 125.111 prior to being awarded a contract. Suppliers should review these requirements at the following DAS website: <a href="http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionEqualEmploymentOpportunity.aspx">http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionEqualEmploymentOpportunity.aspx</a> ; and 4.Acknowledgement that, pursuant to ORC 9.76, a state agency may not enter into or renew a contract for supplies, equipment or services with a company that operates to earn a profit unless that company certifies that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade. Supplier agrees to notify ODM immediately if it boycotts a jurisdiction with whom the State of Ohio can enjoy open trade.	Sect. IV, 4.1I		
14	Did the supplier submit with their proposal a selected Ohio certified Minority Business Enterprise (MBE) subcontractor, along with a copy of their Ohio MBE certification letter, assigned, at a minimum, job duties that will equate to 15 percent of the total dollar amount of the contract per state fiscal year (SFY)?	Sect. IV, 4.1J		
15	Has the supplier provided a written, signed affirmation stating that clinical review teams will be formulated for the purpose of conducting comprehensive care management reviews as part of Component Two Deliverable E and will be comprised of at least one registered nurse and one social worker?	Sect. IV, 4.2F		
16	Has the supplier met all of the above Mandatory Supplier Qualifications in Phase I for the above Items 1 through 15 and can proceed to Phase II of the scoring criteria of the Technical Proposal?			
17	Is the supplier an Ohio certified MBE, Encouraging Diversity, Growth and Equity (EDGE) or Veteran Business Enterprise (VBE)? If so, have they provided a copy of their current certification from DAS?	Sect. IV, 4.1K		

## PHASE II: Criteria for Scoring of Technical Proposal

Qualifying technical proposals will be collectively scored by a Proposal Review Team (PRT) appointed by ODM. For each of the evaluation criteria given in the following score sheet, reviewers will collectively judge whether the technical proposal exceeds, meets, partially meets or does not meet the requirements expressed in the RFP, and assign the appropriate point value. The point values vary in each section and therefore are annotated at the beginning of each section. Scoring is based on the following criteria:

Does Not Meet Requirement	Partially Meets Requirement	Meets Requirement	Exceeds Requirement
---------------------------------	-----------------------------------	----------------------	------------------------

### Technical Performance Scoring Definitions:

**“Does Not Meet Requirement”**- A particular RFP requirement was not addressed in the vendor's proposal.

**“Partially Meets Requirement”**-Supplier proposal demonstrates some attempt at meeting a particular RFP requirement, but that attempt falls below acceptable level.

**“Meets Requirement”**-Supplier proposal fulfills a particular RFP requirement in all material respects, potentially with only minor, non-substantial deviation.

**“Exceeds Requirement”**-Supplier proposal fulfills a particular RFP requirement in all material respects, and offers some additional level of quality in excess of ODM expectations.

A technical proposal’s total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying proposal. Technical proposals that do not meet or exceed a total score of at least **204,692** points (a score which represents that the selected supplier has the capability to successfully perform the project/program services) out of a maximum of **314,910** points, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those suppliers with Technical Proposals that meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.

The point values for the criteria under the below Section A. are as follows: Doesn’t Meet - 0 Partially Meets – 1,350 Meets – 3,150 Exceeds – 4,500						
ITEM #	EVALUATION CRITERIA	RLB Section Reference	Doesn’t Meet 0	Partially Meets 1350	Meets 3150	Exceeds 4500
<b>SUPPLIER QUALIFICATIONS</b>						
<b>A. ORGANIZATIONAL AND STAFF EXPERIENCE &amp; CAPABILITIES</b>						
1	Did the supplier provide a brief description (i.e., no more than five, single-spaced pages) of the organization’s history and current operations in Ohio and the United States, including an identification of the states (i.e., state Medicaid agencies) with which the supplier contracted or currently contracts to conduct external quality review activities for Medicaid managed care?	Sect. IV, 4.2 A.				
2	Did the supplier provide the total number of corporate years and the total number of staff years, separately, that the organization and staff have been performing external quality review activities (as specified in 42 CFR § 438.358) for each state contract identified in response to Section 4.2.A?	Sect. IV, 4.2 B.				
3	For each state listed in Section 4.2. A. that the organization holds/held a contract with to conduct external quality review activities for Medicaid managed care, did the supplier indicate if the organization has/had an office located in, and hires/hired residents of, each state?	Sect. IV, 4.2 C.				
4	<b>Activity:</b> Under this scoring criteria, the supplier will be scored on their response to the below Activities and will be required to provide a description of their experience in performing Activities a. through g. for each state identified in paragraph 4.2, A, and address, <u>at a minimum, each of the following components for each Activity:</u> 1. Effective dates of the state contract (i.e., current/prior); 2. Total years that the activity is/was performed for the state; and 3. A brief description of the activity conducted including the list of Deliverables produced for the state. Activities a. through g. listed in Section 4.2, and as shown below:	<b>This section is for instructional purposes only and not scored.</b>				
5	<b>Activity:</b> a. Evaluation of health plan compliance with state and federal Medicaid managed care regulations using a standardized data collection tool and multiple data collection methods (e.g., staff interviews, on-site reviews, desk reviews), aggregating and analyzing findings, and presenting health plan level findings regarding compliance with the administrative standards to the State.	Sect. IV, 4.2 D.				

6	<b>Activity:</b> b. Comparison of two different sources of data/information in order to generate a rate of agreement between the two data sources (e.g., health plan care management clinical documentation and data reported by the plan to a state care management database, health plan's provider directory versus contact information reported on a provider survey) using a standardized data collection tool and presenting the findings to the State.	Sect. IV, 4.2 D.				
7	<b>Activity:</b> c. Assessment of health plans' information systems capabilities with respect to data collection, analysis, integration, management, and reporting using a standardized assessment tool and multiple data collection methods (e.g., staff interviews, desk reviews, on-site reviews), and identification of any problems that may impact the state's ability to monitor health plan performance.	Sect. IV, 4.2 D.				
8	<b>Activity:</b> d. Abstraction of data from electronic/paper medical records, care management files, grievances, provider contracts, etc. at the provider or health plan level that involves using a standardized data collection tool, development of abstractor training materials, and calculation of inter-rater reliability.	Sect. IV, 4.2 D.				
9	<b>Activity:</b> e. Completion of an external quality review technical report as specified in 42 CFR Part 438.364.	Sect. IV, 4.2 D.				
10	<b>Activity:</b> f. Completion of a 1915(b) independent waiver assessment per Section 2111(B) of the State Medicaid Manual, following guidance set forth in "Section 1915(b) Waiver Program Independent Assessments: Guidance to States" (US Dept. of Health and Human Services, 1998) ( <a href="https://www.medicaid.gov/Federal-Policy-Guidance/downloads/smd122298.pdf">https://www.medicaid.gov/Federal-Policy-Guidance/downloads/smd122298.pdf</a> ).	Sect. IV, 4.2 D.				
11	<b>Activity:</b> g. Provider monitoring – developing evaluation methodologies, structured questionnaires, and other tools for conducting desk and on-site reviews of healthcare providers, generating reports that include scoring/ranking criteria, compliance determinations, identification of areas for improvement, and the development of recommendations for improvement.	Sect. IV, 4.2 D.				
<b>The point values for the criteria under the below Section B. are as follows:</b> <b>Doesn't Meet - 0 Partially Meets – 1,350 Meets – 3,150 Exceeds – 4,500</b>						
ITEM #	EVALUATION CRITERIA	RFP Section Reference	Doesn't Meet 0	Partially Meets 1,350	Meets 3,150	Exceeds 4,500
<b>B. ORGANIZATIONAL AND STAFF EXPERIENCE &amp; CAPABILITIES</b>						
1	Did the supplier provide a resume or vitae curriculum with sufficient experience for the Project Director (PD) position, and did supplier specify that the PD will be located within Columbus, Ohio and exclusive to the Ohio EQR contract who has at least: 1. A Master's degree (e.g., Business Administration, Public Administration, Health Services Administration), commensurate experience may be considered; 2. A Project Management Professional (PMP) Certification, preferred; 3. Five years of health-care related experience; 4. Five years of project/contract management experience; and 5. Demonstrated knowledge of Ohio Medicaid managed care?	Sect. IV, 4.3 A				

2	Did the supplier provide a resume or vitae curriculum with sufficient experience for a Statistician who has at least: 1. A Master's degree preferred, in a related field (e.g., Statistics, Mathematics, Bio-Statistics), commensurate experience may be considered; 2. Three years of health care related experience; and 3. Five years of experience with complex statistical analyses, statistical programming, sampling methodologies, etc.?	Sect. IV, 4.3 B				
3	Did the supplier provide a resume or vitae curriculum with sufficient experience for an Information Technology Director who has at least: 1. A Bachelor's degree preferred, in a related field (e.g., Computer Science, Database Administration), commensurate experience may be considered; and 2. Five years of experience with the following activities: 1) managing a health care data warehouse for a large data set covering a population of 1,000,000 or more individuals; 2) providing role based access to multiple users for the receipt and exchange of data, ensuring system security and performance conform to industry standards; 3) performing information systems reviews; 4) providing technical assistance to users; and 5) designing, building, and maintaining complex business intelligence solutions (e.g., databases, scorecards, dashboards); 6) experience working with Tableau; 7) must demonstrate experience to drive data quality and accuracy checks; and 8) the ability to provide privacy and protection of data provided by ODM?	Sect. IV, 4.3 C				
4	Did the supplier provide a resume or vitae curriculum with sufficient experience for a Healthcare Data Analyst who has at least: 1. A Master's degree in a related field (e.g., Health Services Administration, Public Health, Public Administration, or Business Administration), commensurate experience may be considered with approval by ODM; and 2. Five years of experience with healthcare claims data, HEDIS (or equivalent national measurement sets) quality measures, and explaining performance variation and trends in metrics?	Sect. IV, 4.3 D				
<b>The point values for the criteria under the below Section C. are as follows: Doesn't Meet - 0 Partially Meets - 18,900 Meets - 44,100 Exceeds - 63,000</b>						
ITEM #	EVALUATION CRITERIA	RFP Section Reference	Doesn't Meet 0	Partially Meets 18,900	Meets 44,100	Exceeds 63,000
<b>C. ENGAGEMENT</b>						
1	<b>Engagement:</b> Under this scoring criteria, the supplier will be scored on their response to the requirements for Engagement in Section 4.4 as follows: A. Supplier must demonstrate concrete plans for establishing and maintaining a physical presence in Ohio throughout the term of the contract, including all renewal periods. B. Supplier must submit a staffing plan that focuses on staffing consistency and includes a staff retention plan as well as the assignment of long-term project leads. C. A Project Lead with project management responsibility shall be assigned for each Deliverable. D. During all phases of the project life cycle (e.g., initiation, planning, execution, monitoring and control, and closure), including key decision making points fundamental to project execution and the presentation of	Sect. IV, 4.4				

	<p>key findings and recommendations, assigned project leads, the Project Director, and other relevant supplier staff will participate in person with ODM. Other in-person collaboration may be required and will be determined as needed.</p> <p>E. The Project Director will take an active role in overseeing all aspects of the Scopes of Work and Deliverables. The PD will also identify overlaps/dependencies in Scopes of Work to assure effective execution. This will include attending (in person or by phone) most meetings that occur between ODM project staff and supplier project staff.</p> <p>F. The Project Director will meet weekly (in person or by phone) with the ODM Contract Manager.</p> <p>G. Weekly open office hours will be arranged to be held on-site at ODM. Supplier and ODM will collaborate to create a schedule as to what key staff will need office hours and what the hours will be. The required staff and schedule may change depending on the demands of individual Scopes of Work.</p>					
<p align="center"><b>The point values for the criteria under the below Section C. are as follows:</b>  <b>Doesn't Meet - 0 Partially Meets – 2,079 Meets – 4,851 Exceeds – 6,930</b></p>						
ITEM #	EVALUATION CRITERIA	RFP Section Reference	Doesn't Meet 0	Partially Meets 2,079	Meets 4,851	Exceeds 6,930
<b>D. ADMINISTRATIVE STRUCTURE</b>						
1	<p>Did the suppliers include, at minimum, the following administrative structures for this RFP project?</p> <p>A. A proposed table of organization that identifies the positions that will be located in the Ohio office, the positions that will be located in the corporate office (if applicable), and the reporting relationship between the Ohio and corporate office; and</p> <p>B. A proposed table of organization that identifies all of the positions and the number of staff that will be assigned to support each project, such as project managers, health data analysts, programmers/developers, communications staff, etc. This must include the percentage of staff time or full time equivalents (FTEs) that will be dedicated to each Deliverable. Suppliers must demonstrate in their proposal the capability to correlate the hours worked by the employee with the designated FTE allocation for that employee by Deliverable.</p>	Sect. VI, 6.3				
<p align="center"><b>The point values for the criteria under the below Section C. are as follows:</b>  <b>Doesn't Meet - 0 Partially Meets – 2,079 Meets – 4,851 Exceeds – 6,930</b></p>						
ITEM #	EVALUATION CRITERIA	RFP Section Reference	Doesn't Meet 0	Partially Meets 2,079	Meets 4,851	Exceeds 6,930
<b>E. Specifications for Data Management and Information Systems Capacity/Compatibility, Security Procedures, Data Collection, Project Management and Report Specifications</b>						
1	<p><u>Data Management, Information Systems Capacity and Compatibility with ODM's Operating System.</u></p> <p>Did the supplier demonstrate, or confirm when a demonstration was not feasible, that they are capable of providing the requirements:</p> <p>1. Did the supplier demonstrate they have information systems with the capacity that is adequate for receiving, storing, organizing, managing, manipulating, securing and storing, analyzing and transferring large data sets that</p>	Sect. VI, 6.4 A.				



	<p>cover a population of 3 million individuals?</p> <p>Did the supplier acknowledge and/or demonstrate their ability to accept all file layouts for data sets required by ODM to accomplish Deliverables specified in the RFP?</p> <p>Did the supplier acknowledge and/or demonstrate their ability to accept files from multiple sources, including ODM, ODM's suppliers, and state agencies in accordance with the table below shown in Section 6.4A.1?</p> <p><b>2.</b> Is the supplier able to link to the following: 1) ODH vital statistics file with Medicaid eligibility and claims files through a methodology approved by ODM, 2) Medicare claims and enrollments with Medicaid consumer data through a methodology approved by ODM, integrating the sets of data to calculate performance measures, and 3) electronic health records (EHR) with Medicaid eligibility and enrollment data through a methodology approved by ODM, and integrate all data sources with Medicaid and Medicare claims data.</p> <p><b>3.</b> Did supplier acknowledge their ability to create new data sets in support of implementation of state and federal policies at no additional charge to ODM to complete the Deliverables required by the contract?</p> <p><b>4.</b> Did the suppliers agree to provide electronic files for all software requested by ODM?</p>					
2	<p><b><u>Security Compliance</u></b></p> <p>Did the supplier agree to follow the requirements under Section 6.4B?</p>	Sect. VI, 6.4 B.				
3	<p><b><u>Data Collection-</u></b> Has the supplier demonstrated their ability to provide for the below requirements, as specified in Section 6.4, C.?</p> <p>1. <u>Sampling</u></p> <p>2. <u>Clinical documentation reviews: Data Collection and Abstraction Requirements</u></p> <p>3. <u>Data Collection/Procurement and Calculation of Record Submission Rate</u></p>	Sect. VI, 6.4 C.				
4	<p><b><u>Project Management-</u></b> Has the supplier acknowledged the requirement and/or demonstrated the ability to provide for Project Management requirements as specified in Section 6.4, D?</p>	Sect. VI, 6.4 D.				
5	<p><b><u>Report Specifications-</u></b> Did the supplier include a statement within their proposal that they will comply with EQR report specifications as specified in Section 6.4, E?</p>	Sect. VI, 6.4 E.				
6	<p><b><u>Business Continuity Plan.</u></b> Has the supplier provided within their proposal a Business Continuity Plan that clearly outlines how the supplier will continue to provide the services that are expected to be a result of the procurement in the event of a disaster or other unexpected break in services? Did the Plan address items a. through c. of this Section VII?</p>	Sect. VII.				
<p><b>The point values for the criteria under the below Section C. are as follows:</b>  <b>Doesn't Meet - 0 Partially Meets – 3,240 Meets – 7,560 Exceeds – 10,800</b></p>						
<b>ITEM #</b>	<b>Evaluation Criteria for Appendix B – Component Two</b>	<b>RFP Section Reference</b>	<b>Doesn't Meet 0</b>	<b>Partially Meets 3,240</b>	<b>Meets 7,560</b>	<b>Exceeds 10,800</b>
<b>F. Scope of Work and Specifications of Deliverables</b>						

1	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component A1.	Appendix B				
2	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component A2.	Appendix B				
3	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component A2A.	Appendix B				
4	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component A2B.	Appendix B				
5	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component B.	Appendix B				
6	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component C.	Appendix B				
7	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component D.	Appendix B				
8	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component E.	Appendix B				
9	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component F.	Appendix B				
10	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component G.	Appendix B				
11	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component H.	Appendix B				
12	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component I.	Appendix B				
13	The supplier has provided a detailed plan that demonstrates how they will successfully perform Tasks/Deliverables for Component J.	Appendix B				
The review team in its comprehensive review of the vendor's proposal has determined that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP. [A "no" response may disqualify the supplier's proposal and will not advance to the consideration of the supplier's Cost Proposal.]				YES	NO	
<b>GRAND TOTAL SCORE:</b>						

**Based upon the Grand Total Technical Score earned, does the supplier's proposal proceed to the Phase III evaluation of its Cost Proposal? (Supplier's Grand Total Technical Score must be at least 204,692 points.)**

**Yes** \_\_\_\_\_

**No** \_\_\_\_\_

(If "No," Supplier's Cost Proposal will not be opened.)



### Attachment C - Cost Proposal for Component One External Quality Review Services

	Scope of Work/Deliverable Name	Cost Per Unit(s)	Definition of Unit(s)	SFY 2020	SFY 2021	SFY 2022	SFY 2023	SFY 2024	SFY2025
A1a	HEDIS Performance Measure Validation		Reports (Managed Care & MyCare); specifications documents						
A1b	HEDIS Performance Measure Calculation and Reporting		Reports (Managed Care & MyCare)						
A2	Non-HEDIS and Ohio-specific Performance Measures Development, Calculation, and Reporting		Methods, reconciliation materials, and reports (Managed Care and MyCare)						
A3	Electronic Health Record (EHR) and Electronic Clinical Data Base Measures		Report						
B	Technical Assistance for Health Plan Performance Measures HEDIS, CAHPS, HOS, non-HEDIS, and Ohio-specific Measures		500 hours						
C1a	Consumer Experience Surveys – CAHPS - MCP		Reports						
C1b	Consumer Experience Surveys – CAHPS - MCOP		Reports						
C2	Care Management Surveys		Reports (Managed Care & MyCare)						
C3	Health Outcomes Surveys		Reports						
D	Managed Care Plan Quality Rating Scorecard		Work plan; Scorecards (Managed Care & MyCare)						
E	Primary Care Clinician Report Cards		Report card summary reports						
F	Provider Satisfaction Surveys		Reports						
G1	Encounter Data Collection and Validation		Reports (1 Managed Care & 1 ICDS)						
G2	Encounter Data Validation Technical Assistance		Technical assistance						
H1	Encounter Data Volume Assessments		Methods, reconciliation materials, and reports (Managed Care and MyCare)						
H2	Encounter Data to Cost Report Comparison		Methods, reconciliation materials, and reports (Managed Care and MyCare)						
H3	Encounter Data Submission Completeness Assessments		Methods, reconciliation materials, and reports (Managed Care and MyCare)						
I	Performance Improvement Project Validation		Reports						
J	Ohio Equity Institute Infant Mortality Dashboards		Programming code; dashboard reports						
K1	Population Stream Dashboards		Dashboard reports						

	Scope of Work/Deliverable Name	Cost Per Unit(s)	Definition of Unit(s)	SFY 2020	SFY 2021	SFY 2022	SFY 2023	SFY 2024	SFY2025
K2	Annual Quality Measure Dashboard		Work plan; Dashboard reports						
L1	Biennial Initial Assessment of Barriers to Infant Mortality Reduction		Reports						
L2	Semi-annual On-going Barrier Assessment and Report		Reports						
M1	CICIP Monitoring		Methods, reconciliation materials, and reports						
M2	CICIP Hospital System Quality Improvement Strategy Evaluation		Methods, reconciliation materials, and reports						
N	Ohio Comprehensive Primary Care (CPC) Evaluation		Stakeholder groups; surveys; advisory group; analysis, learning sessions; reports						
O1	Calculation of Behavioral Health Care Coordination Performance Measures		Design summary; quarterly and annual reports; evaluation; technical assistance						
O2	Calculation of Expense and Cost Savings		Methodology; expense targets; reports; technical assistance						
P	General Technical Assistance in Support of Performance Evaluation and Improvement.		1750 hours						
Total Per SFY:				\$	\$	\$	\$	\$	
Project Grand Total for All SFYs:				\$					

**Attachment C Cost Proposal for:  
Component Two – Administrative Compliance  
External Quality Review Services RFP**

Deliverable	Scope of Work/Deliverable Name	Cost Per Unit	Definition of Unit(s)	SFY 2020	SFY 2021	SFY 2022	SFY 2023	SFY 2024	SFY 2025
A1	Evaluation of Provider Panel Accuracy		Reports (Managed Care and MyCare)						
A2A	Telephone Surveys		Report, workbooks						
A2B	Performance Measure Calculation and Reporting		Report						
B	Readiness Review for New Populations or Lines of Business		Readiness review plan; Review tools; reports						
C	External Quality Review Technical Report		Report						
D	Deeming Crosswalk		Crosswalk; report						
E	Validation of MCP Compliance with State and Federal program requirements – Targeted Reviews		Reports						
F	Independent Assessment Report of 1915(b) Waiver		Reports						
G	Information System Review		Reports						
H	Comprehensive Primary Care Monitoring		Assessments; report, Performance improvement plans						
I	Qualified Behavioral Health Entity (QBHE) Monitoring		Assessments; report, Performance improvement plans						
J	General Technical Assistance in Support of Administrative		600 Hours						
<b>Total Per SFY:</b>				\$	\$	\$	\$	\$	\$
<b>Project Grand Total (All SFYs):</b>									

**ATTACHMENT D  
MBE SCORE SHEET FOR  
PHASE IV COMPONENT ONE**

The RFP has a mandatory MBE set-aside percentage of 15% for each Component pursuant to Section III. If a Supplier proposes an MBE set-aside percentage greater than 15%, the following points will be added to the Supplier's total score for Component One:

**PHASE IV - MBE SCORING CRITERIA:**

**CALCULATION OF MBE POINTS FOR COMPONENT ONE:**

Over 40%=20,194 (all of available MBE points)

Over 30%=12,116 (60% of available MBE points)

Over 20%=8,078 (40% of available MBE points)

Over 15%=4,039 (20% of available MBE points)

Supplier MBE Plan Proposed Set-Aside Percentage: \_\_\_\_\_

Supplier's MBE Points for Component One: \_\_\_\_\_

**ATTACHMENT D**  
**MBE SCORE SHEET FOR**  
**PHASE IV COMPONENT TWO**

The RFP has a mandatory MBE set-aside percentage of 15% for each Component pursuant to Section III. If a Supplier proposes an MBE set-aside percentage greater than 15%, the following points will be added to the Supplier's total score for Component Two:

**PHASE IV - MBE SCORING CRITERIA:**

**CALCULATION OF MBE POINTS FOR COMPONENT TWO:**

Over 40%=19,682 (all of available MBE points)

Over 30%=11,809 (60% of available MBE points)

Over 20%=7,873 (40% of available MBE points)

Over 15%=3,936 (20% of available MBE points)

Supplier MBE Plan Proposed Set-Aside Percentage: \_\_\_\_\_

Supplier's MBE Points for Component Two: \_\_\_\_\_

# Supplement [ N ]:

Insert Supplement #, Remove Brackets

State IT Computing Policy Requirements

State Architecture and Computing Standards Requirements

State Security and Privacy Requirements

State Data Handling Requirements

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

# Contents

<b>1. Overview and Scope</b>	<b>4</b>
<b>2. State IT Policy Requirements</b>	<b>4</b>
<b>3. State Architecture and Computing Standards Requirements</b>	<b>4</b>
3.1. Requirements Overview	4
3.1.1. State of Ohio Standards	4
3.1.2. Offeror Responsibilities	5
3.2. Compute Requirements: Client Computing	5
3.2.1. Compute Requirements: Server / OS	5
3.2.2. Ohio Cloud: Hypervisor Environment	5
3.3. Storage and Backup Requirements	5
3.3.1. Storage Pools	5
3.3.2. Backup	6
3.4. Networking Requirements: Local Area Network (LAN) / Wide Area Network (WAN)	6
3.5. Application Requirements	6
3.5.1. Application Platforms	7
3.5.2. Open API's	7
3.5.3. SOA (Service Oriented Architecture)	7
3.6. Database Platforms	7
3.7. Enterprise Application Services	7
3.7.1. Health and Human Services: Integrated Eligibility	7
3.7.2. The Ohio Business Gateway (OBG)	7
3.7.3. Ohio Administrative Knowledge System (OAKS)	8
3.7.4. Enterprise Business Intelligence	9
3.7.5. SharePoint	9
3.7.6. IT Service Management	9
3.7.7. Enterprise Geocoding Services	9
3.7.8. GIS Hosting	10
3.8. Productivity, Administrative and Communication Requirements	10
3.8.1. Communication Services	10
<b>4. General State Security and Information Privacy Standards and Requirements</b>	<b>11</b>
4.1. State Provided Elements: Contractor Responsibility Considerations	12
4.2. Periodic Security and Privacy Audits	12
4.2.1. State Penetration and Controls Testing	13
4.3. Annual Security Plan: State and Contractor Obligations	13
4.4. State Network Access (VPN)	14
4.5. Security and Data Protection	14
4.6. State Information Technology Policies	14
<b>5. State and Federal Data Privacy Requirements</b>	<b>15</b>
5.1. Protection of State Data	16
5.1.1. Disclosure	16
5.2. Handling the State's Data	17
5.3. Contractor Access to State Networks Systems and Data	17
5.4. Portable Devices, Data Transfer and Media	18
5.5. Limited Use; Survival of Obligations	18
5.6. Disposal of PII/SSI	18
5.7. Remedies	19
5.8. Prohibition on Off-Shore and Unapproved Access	19
5.9. Background Check of Contractor Personnel	19
5.10. Federal Tax Information	20
5.10.1. Performance	20

5.10.2.	Criminal/Civil Sanctions.....	21
<b>6.</b>	<b>Contractor Responsibilities Related to Reporting of Concerns, Issues and Security/Privacy Issues .....</b>	<b>21</b>
6.1.	General .....	21
6.2.	Actual or Attempted Access or Disclosure .....	22
6.3.	Unapproved Disclosures and Intrusions: Contractor Responsibilities.....	22
6.4.	Security Breach Reporting and Indemnification Requirements .....	22
<b>7.</b>	<b>Security Review Services.....</b>	<b>23</b>
7.1.	Hardware and Software Assets .....	23
7.2.	Security Standards by Device and Access Type.....	23
7.3.	Boundary Defenses.....	23
7.4.	Audit Log Reviews .....	23
7.5.	Application Software Security .....	24
7.6.	System Administrator Access .....	24
7.7.	Account Access Privileges .....	24
7.8.	Additional Controls and Responsibilities .....	24



## 1. Overview and Scope

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

This scope shall specifically apply to:

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

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

## 2. State IT Policy Requirements

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

State of Ohio IT Policies and Standards

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

## 3. State Architecture and Computing Standards Requirements

### 3.1. Requirements Overview

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

#### 3.1.1. State of Ohio Standards

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

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

### 3.1.2. Offeror Responsibilities

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

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

### 3.2. Compute Requirements: Client Computing

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

#### 3.2.1. Compute Requirements: Server / OS

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

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

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

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

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

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

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

#### 3.2.2. Ohio Cloud: Hypervisor Environment

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

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

### 3.3. Storage and Backup Requirements

#### 3.3.1. Storage Pools

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

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

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

The pools and their standard use cases are below:

Table 2 – State Supported Storage Pools

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

### 3.3.2. Backup

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

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

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

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

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

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

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

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

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

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

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

## 3.5. Application Requirements

### 3.5.1. Application Platforms

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

### 3.5.2. Open API's

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

### 3.5.3. SOA (Service Oriented Architecture)

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

## 3.6. Database Platforms

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

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

## 3.7. Enterprise Application Services

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

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

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

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

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

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

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

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

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

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

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

#### Content Management (myohio.gov)

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

#### Enterprise Business Intelligence

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

#### Financial Management (FIN)

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

#### Customer Relationship Management (CRM)

- Contact / Call Center Management

## **Enterprise Learning Management (ELM)**

- Training Curriculum Development
- Training Content Delivery

## **Human Capital Management (HCM)**

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

### **3.7.4. Enterprise Business Intelligence**

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

### **3.7.5. SharePoint**

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

### **3.7.6. IT Service Management**

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

### **3.7.7. Enterprise Geocoding Services**

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

### 3.7.8. GIS Hosting

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

## 3.8. Productivity, Administrative and Communication Requirements

### 3.8.1. Communication Services

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

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

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

#### Exchange

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

#### EDI/Application Integration/Medicaid EDI

#### Lyris Listserv

#### On-premise application based FAX

#### eFAX

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

#### Voice over Internet Protocol (VoIP)

#### Audio Conference

#### Video Conference

#### Call Centers



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

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

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

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

The State will:

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



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

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

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

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

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

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

#### 4.2. Periodic Security and Privacy Audits

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

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

#### 4.2.1. State Penetration and Controls Testing

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

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

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

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

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

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

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

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

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

#### **4.5. Security and Data Protection.**

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

#### **4.6. State Information Technology Policies**

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

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

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

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

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

## 5. State and Federal Data Privacy Requirements

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

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

- United States Code 42 USC 1320d through 1320d-8 (HIPAA);
- Code of Federal Regulations, 42 CFR 431.300, 431.302, 431.305, 431.306, 435.945, 45 CFR 164.502 (e) and 164.504 (e);
- Ohio Revised Code, ORC 173.20, 173.22, 1347.01 through 1347.99, 2305.24, 2305.251, 3701.243, 3701.028, 4123.27, 5101.26, 5101.27, 5101.572, 5112.21, and 5111.61; and
- Corresponding Ohio Administrative Code Rules and Updates.
- Systems and Services must support and comply with the State's security operational support model, which is aligned to NIST SP 800-53 (current, published version).
- IRS Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies

## 5.1. Protection of State Data

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

### 5.1.1. Disclosure

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

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



## 5.2. Handling the State's Data

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

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

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

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

To do this, the Contractor must:

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

solution must include plans to recover from an intentional deletion attempt by a remote attacker with compromised administrator credentials (e.g., keeping periodic copies offline, or in write-only format). The plan also must address the rapid restoration, relocation, or replacement of resources associated with the State Data in the case of a disaster or other business interruption. The Contractor's business continuity plan must address short- and long-term restoration, relocation, or replacement of resources that will ensure the smooth continuation of operations related to the State's Data. Such resources may include, among others, communications, supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware. The Contractor also must provide for reviewing, testing, and adjusting the plan on an annual basis.

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

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

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

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

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

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

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

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

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

## 5.7. Remedies

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

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

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

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

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

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

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

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

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

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

## 5.9. Background Check of Contractor Personnel

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



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

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

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

## **5.10. Federal Tax Information**

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

### **5.10.1. Performance**

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

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

## 5.10.2. Criminal/Civil Sanctions

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

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

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

### 6.1. General

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

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

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

## 6.2. Actual or Attempted Access or Disclosure

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

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

## 6.3. Unapproved Disclosures and Intrusions: Contractor Responsibilities

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

## 6.4. Security Breach Reporting and Indemnification Requirements

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

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

## **7. Security Review Services**

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

### **7.1. Hardware and Software Assets**

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

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

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

The Contractor will:

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

### **7.3. Boundary Defenses**

The Contractor will:

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

### **7.4. Audit Log Reviews**

The Contractor will:

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

## 7.5. Application Software Security

The Contractor will:

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

## 7.6. System Administrator Access

The Contractor will

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

## 7.7. Account Access Privileges

The Contractor will:

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

## 7.8. Additional Controls and Responsibilities

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

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

**OHIO DEPARTMENT OF MEDICAID  
CONTRACT FOR SERVICES**

**C-1819-00-0000**

**RECITALS:**

This Contract is entered into between the Ohio Department of Medicaid (ODM) and **Vendor Name** (CONTRACTOR).

- A. ODM issued a Request for Proposal (RFP) titled \_\_\_\_\_, numbered \_\_\_\_\_, and dated \_\_\_\_\_, which is hereby incorporated by reference.
- B. The ODM proposal review team recommended for award the Proposal submitted by CONTRACTOR on [DATE] which is hereby incorporated by reference.
- C. In the event of any inconsistency or ambiguity between the provisions of the RFP, the Proposal, or this Contract, the provisions of this Contract will determine the obligations of the parties. In the event that this Contract fails to clarify any inconsistency or ambiguity between the RFP and the Proposal, the RFP will determine the obligations of the parties. In the event of a disputed issue that is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve this dispute in keeping with the objectives of this Contract and the budgetary and statutory constraints of ODM.

**ARTICLE I. PURPOSE; DELIVERABLES**

- A. **INSERT PURPOSE AND LEGAL AUTHORITY.** CONTRACTOR will perform its responsibilities under this Contract [in accordance with the RFP and the Proposal] (Deliverables) as follows:

**INSERT DELIVERABLES**

- B. The ODM Contract Manager is **ODM Contract Manager** or successor.
- C. The ODM Contract Manager may periodically communicate specific requests and instructions to CONTRACTOR concerning the performance of the Deliverables described in this Contract. CONTRACTOR agrees to comply with any requests or instructions to the satisfaction of ODM within ten business days after CONTRACTOR's receipt of the requests or instructions. ODM and CONTRACTOR expressly understand that any requests or instructions will be strictly construed to ensure the successful completion of the Deliverables described in this Contract, and are not intended to amend or alter this Contract in any way. If CONTRACTOR believes that any requests or instructions would materially alter the terms and conditions of this Contract or the compensation stated hereunder, CONTRACTOR will immediately notify ODM pursuant to the notice provision of this Contract. CONTRACTOR agrees to consult with the ODM Contract Manager as necessary to ensure understanding of the Deliverables and the successful completion thereof.
- D. **Ownership of Deliverables.**
  - 1. All Deliverables provided by CONTRACTOR under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of ODM, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. CONTRACTOR will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for ODM and CONTRACTOR to use such copyrighted matter in the manner provided herein. CONTRACTOR agrees that all Deliverables will be made freely available to the public unless ODM determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.
  - 2. All Deliverables provided or produced pursuant to this Contract will be considered "works made for hire" within the meaning of copyright laws of the United States and the State of Ohio. ODM is and will be deemed sole author of the Deliverables and sole owner of all rights therein. If any portion of the Deliverables is deemed not a "work made for hire," or if there are any rights in the Deliverables not conveyed to ODM, CONTRACTOR agrees to, and by executing this Contract does, assign ODM all worldwide rights, title, and interest in and to the Deliverables. ODM acknowledges that its sole



ownership of the Deliverables under this Contract does not affect CONTRACTOR's right to use general concepts, algorithms, programming techniques, methodologies, or technology that CONTRACTOR developed prior to or as a result of this Contract or that are generally known and available.

3. CONTRACTOR understands that it must submit a written request to ODM and receive express written permission from ODM to include any of its own pre-existing, proprietary materials in any of the Deliverables under this Contract. ODM's approval of the inclusion of pre-existing, proprietary materials is predicated on CONTRACTOR granting to ODM and the State of Ohio a worldwide, non-exclusive, perpetual, royalty-free license to use, modify, sell, and otherwise distribute all such materials that are included in the Deliverables under this Contract. Upon request by CONTRACTOR, ODM will incorporate into any future copies of the Deliverables under this Contract any proprietary notice(s) CONTRACTOR may reasonably require for any pre-existing, proprietary materials included in the Deliverables of this Contract. Any proprietary notices will be the minimum required by law so as not to be seen as an endorsement by ODM of or advertisement for CONTRACTOR.

- D. [UNIVERSITY RESEARCH] The Deliverables produced by CONTRACTOR under this Contract will be copyrighted in the name of CONTRACTOR. However, CONTRACTOR is required to obtain prior approval from ODM for release of any results, including preliminary and/or final results, related to funded projects or funded data under this Contract, and any documents, reports, data, photographs (including negatives), electronic reports and records, and other media under this Contract. CONTRACTOR hereby grants to ODM a perpetual, royalty free, non-exclusive, and irrevocable license to use, reproduce, publish, modify, and distribute any Deliverable either in whole or in part, and to produce derivative works. CONTRACTOR will assure that all products contain appropriate copyright attribution and ODM will treat Deliverable products as the intellectual property of CONTRACTOR for purposes of ORC 149.43. CONTRACTOR further reserves the right to use the Deliverables produced under this Contract for research and academic purposes, including the right to publish the work in scholarly journals or other academic publications.]

## ARTICLE II. CONFIDENTIALITY OF INFORMATION

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

that is physically safe from access from unauthorized persons during duty and non-duty hours. Information provided under this Contract shall be protected electronically to prevent unauthorized access by computer, remote access, or any other means. **CONTRACTOR** expressly agrees that no records will be accessed, tested, maintained, backed up or stored outside of the United States.

- F. **CONTRACTOR** shall assure that all persons who have access to the above referenced information shall be fully apprised as to the confidential nature of the information, the safeguards required to protect the information, and the applicable civil and criminal sanctions and penalties associated with any intentional or non-intentional disclosure. No subcontractor shall receive any information without a written agreement with **CONTRACTOR** incorporating these assurances.
- G. **CONTRACTOR** shall not disclose any of the above referenced information to any third party without the specific written authorization of the Director of ODM.
- H. **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.
- I. 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.
- J. **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.
- K. The express terms and conditions of this Article shall be included in all subcontracts executed by **CONTRACTOR** for any and all work under this Contract.

### ARTICLE III. EFFECTIVE DATE OF THE CONTRACT

- A. This Contract is in effect from **July 1, 2017** or upon issuance of an approved State of Ohio purchase order, whichever is later, through **June 30, 2019**, unless this Contract is suspended or terminated prior to the expiration date. **This Contract may be renewed through June 30, \_\_\_\_\_, upon satisfactory completion of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODM. ODM will issue a notice to CONTRACTOR if ODM decides to renew this Contract. CONTRACTOR will not obligate resources in anticipation of a renewal until notice is provided.**
- B. It is expressly understood by both ODM and **CONTRACTOR** that this Contract will not be valid and enforceable until the Director of the Ohio Office of Budget and Management, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. ODM will notify **CONTRACTOR** when this certification is given.

### ARTICLE IV. COMPENSATION

- A. The total amount payable under this Contract is **TOTAL AMT** Dollars (**\$TOTAL**). ODM will pay an amount up to \_\_\_\_\_ Dollars (**\$\_\_\_\_\_**) for State Fiscal Year **2018** and up to \_\_\_\_\_ Dollars (**\$\_\_\_\_\_**) for State Fiscal Year **2019** expressly for the completion of the Deliverables. **CONTRACTOR** understands that the terms of this Contract do not provide for compensation in excess of the total amount listed in this section. **CONTRACTOR** hereby waives the interest provisions of ORC 126.30.

**It is further agreed that reimbursement of travel expenditures shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_ Travel) for SFY 2018 and \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for SFY 2019, which amounts are included in the total compensation figures above. Expense reimbursement authorized by this section is limited to actual and necessary expenses subject to the limits as established pursuant to ORC 126.31, which are set forth in Section 126-1-02 of the Ohio Administrative Code (OAC), as well as any other laws, regulations, or Governor's Executive Orders limiting travel expenses. CONTRACTOR expressly agrees not**



to submit claims for expenses which do not meet the requirements of this section and further agrees to submit all claims to the ODM Contract Manager for approval prior to submitting a claim for reimbursement.

- B. Compensation will be paid pursuant to CONTRACTOR's **accepted budget [or cost proposal] as incorporated below [or as attached]**.
- C. **CONTRACTOR shall only bill ODM for 85% of moneys due on each invoice, and the other 15% shall be designated as a holdback. The 15% holdback funds are payable to CONTRACTOR at the end of each fiscal year upon satisfying the 15% Minority Business Enterprise set-aside prescribed by Section 8.24 of the RFP and ARTICLE IV.I. and ARTICLE X.B.9 of this Agreement.**
- D. CONTRACTOR will submit detailed invoices **on a \_\_\_\_\_ basis** in one of the following manners with a copy to the Contract Manager:

**E-Mail:** [invoices@ohio.gov](mailto:invoices@ohio.gov) (the preferred file type for email attachments is .pdf.).

**Mail:** Ohio Shared Services  
P.O. Box 182880  
Columbus, Ohio 43218-2880

**Fax:** 614.485.1039

CONTRACTOR agrees to use an invoice instrument to be prescribed by ODM and will include in each invoice:

1. CONTRACTOR's name, complete address, and federal tax identification number;
  2. Contract number and dates;
  3. Purchase order number;
  4. Amount and purpose of the invoice, including such detail as required per the compensation section of this Contract, deliverables completed, description of services rendered, hourly rates and numbers of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Contract;
  5. Description of Deliverables performed during the billing period;
  6. Receipt of other proof of cost; and
  7. Other documentation requested by ODM.
- E. CONTRACTOR expressly understands that ODM will not compensate CONTRACTOR for any work performed prior to CONTRACTOR's receipt of notice from ODM that the provisions of ORC 126.07 have been met as set forth in ARTICLE III, nor for work performed after the ending date of this Contract.
- F. CONTRACTOR expressly understands that ODM does not have the ability to compensate CONTRACTOR for invoices submitted after the State of Ohio purchase order has been closed. CONTRACTOR must submit final invoices for payment no later than 90 calendar days after the ending date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- G. CONTRACTOR understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODM for the payments due under this Contract, this Contract will be terminated as of the date funding expires without further obligation of ODM or the State of Ohio.
- H. **[DELETE IF PUBLIC ENTITY] CONTRACTOR and ODM understand that the terms of this Contract, when combined with any other payments made to or open encumbrances with CONTRACTOR during the same**

State Biennium, cannot establish compensation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) aggregate without prior approval from the State Controlling Board in accordance with ORC 127.16.

- I. **Minority Business Enterprise Set-Aside Percentage:** Contractors doing business with all state-level agencies, including ODM, are required to identify and set aside a specific percentage of contract-related Work to be exclusively performed by Ohio-certified Minority Business Enterprise (MBE) businesses, and to actively seek and subcontract for these businesses' services. MBE set-aside required percentages for SFY 2018 and SFY 2019 are established pursuant to ARTICLE X.B.9. of this Contract, while related determinations regarding payments shall be managed pursuant to this Section.

1. On invoices submitted to ODM, for each Deliverable, CONTRACTOR shall indicate the dollar amount attributed to Ohio certified MBE subcontractors, along with documentation demonstrating the MBE subcontractor activities.
2. If CONTRACTOR does not attain the MBE set-aside percentage prescribed by either ARTICLE X.B.9. or the percentage determined by ODM pursuant to an approved waiver or modification in accordance with ARTICLE X.B.9., CONTRACTOR shall forfeit any performance holdback in full.
3. In addition to any withholding due to CONTRACTOR for not meeting the MBE set-aside required percentages, ODM shall determine the difference between the required percentage and the attained percentage to determine the *deficient percentage*. CONTRACTOR shall reimburse ODM an amount equal to the total fiscal year payments paid by ODM multiplied by the deficient percentage. Payment shall be submitted by CONTRACTOR to ODM within 90 days of ODM notifying CONTRACTOR of the deficiency and the total amount due.

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

If a modification or waiver request is submitted and approved, ODM may waive or modify the forfeiture and/or deficiency payment.

4. **Determination of Final Holdback Payment.** ODM shall consider CONTRACTOR's ability to meet the MBE set-aside in determining the total MBE holdback amount that will be retained from CONTRACTOR's final SFY 2018 and SFY 2019 invoices. At any time, if ODM determines to retain a portion the MBE holdback, ODM shall advise CONTRACTOR verbally and in writing (via email) of the reason(s) for the withholding, the total amount, and the condition(s) upon which it is based.

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

- A. This Contract will automatically terminate upon expiration of the time period in ARTICLE III, or upon completion of all Deliverables, or once all of the compensation has been paid.
- B. Notwithstanding other provisions in this Article, either party may terminate this Contract at will by giving 90 calendar days written notice to the other party. Upon a 30 calendar day written notice to CONTRACTOR, ODM may suspend this Contract at ODM's sole discretion.
- C. Notwithstanding the provision of Section A, above, ODM may suspend or terminate this Contract immediately upon delivery of a written notice to CONTRACTOR if:
  1. ODM loses funding as described in ARTICLE IV;
  2. ODM discovers any illegal conduct by CONTRACTOR; or
  3. CONTRACTOR has violated any provision of ARTICLE X.

- D. Unless provided for in Sections A, B and C of this Article, CONTRACTOR will have 30 calendar days within which to cure any breach that is curable after receipt of written notice from ODM that CONTRACTOR is in breach of any of its obligations under this Contract. If CONTRACTOR fails to cure the breach within the 30 calendar days after written notice or if the breach is not curable, ODM may immediately suspend or terminate this Contract. ODM may also suspend or terminate this Contract when breaches are persistent, regardless of whether they are cured within 30 calendar days. For purposes of this Section, "persistent" means that ODM has notified CONTRACTOR three times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The three notices do not have to relate to the same obligation or type of failure. After the third notice, ODM may suspend or terminate this Contract without a cure period if CONTRACTOR again fails to meet any contractual obligation. At the sole discretion of ODM, certain instances of breach may require a shorter cure period than the 30 calendar days generally applicable in this Section. In such instances, ODM will include in its notice of breach the shorter cure period deemed appropriate.
- E. CONTRACTOR, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Deliverables;
  2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Deliverables;
  3. Prepare and furnish a report to ODM, as of the date the notice of termination or suspension was received, that describes the status of all Deliverables and includes the results accomplished and the conclusions reached through Deliverables;
  4. Return all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODM, and copies of all materials produced under or pertaining to this Contract; and
  5. Perform any other tasks ODM requires.
- F. In the event of suspension or termination under this Article, ODM will, upon receipt of a proper invoice from CONTRACTOR, determine the amount of any unpaid Contract funds due to CONTRACTOR for Deliverables performed before CONTRACTOR received notice of termination or suspension. In order to determine the amount due to CONTRACTOR, ODM will base its calculations on the payment method described in ARTICLE IV and any funds previously paid by or on behalf of ODM. ODM will not be liable for any further claims submitted by CONTRACTOR.
- G. If ODM terminates this Contract for any reason provided in this Article, except for termination at will pursuant to Section B or termination for loss of funding pursuant to Section C, ODM will be entitled to utilize another contractor to complete the Deliverables of this Contract on any commercially reasonable terms as ODM and the covering contractor may agree. In this event, CONTRACTOR will be liable to ODM for all costs related to covering the project to the extent that such costs, when combined with payments already made to CONTRACTOR prior to termination, exceed the costs that ODM would have incurred under this Contract. CONTRACTOR's liability under this Section is in addition to any other remedies available to ODM pursuant to this Contract.
- H. Upon CONTRACTOR's breach or default of provisions, obligations, or duties embodied in this Contract or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODM reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODM of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODM or CONTRACTOR fails to perform any obligation under this Contract and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODM will not be effective unless it is in writing signed by the ODM Director.

**ARTICLE VI. NOTICES**

- A. ODM and CONTRACTOR agree that communication regarding Deliverables, scope of work, invoice or billing questions, or other routine instructions will be between CONTRACTOR and the identified ODM Contract Manager.
- B. Notices to ODM from CONTRACTOR that concern changes to CONTRACTOR's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE X, and/or any other formal notice regarding this Contract will be sent to the ODM Chief Legal Counsel, Office of Chief Legal, 50 West Town Street, 5th floor, Columbus, Ohio 43215.
- C. Notices to CONTRACTOR from ODM concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Contract will be sent to CONTRACTOR's representative at the address appearing on the signature page of this Contract.
- D. All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

**ARTICLE VII. RECORDS, DOCUMENTS AND INFORMATION**

CONTRACTOR agrees that all records, documents, writings, and other information, created or used pursuant to this Contract will be treated according to the following terms, and that the terms will be included in any subcontracts executed for the performance of the Deliverables under this Contract:

- A. CONTRACTOR agrees that any media produced pursuant to this Contract or acquired with Contract funds will become the property of ODM. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODM will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODM deems appropriate. CONTRACTOR further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Contract. CONTRACTOR understands that all materials and items produced under this Contract will be made freely available to the public unless ODM determines that certain materials are confidential under federal or state law.
- A. [UNIVERSITY RESEARCH] ODM agrees that any media (including documents, reports, data, photographs, and electronic reports and records) produced pursuant to this Contract or acquired with Contract funds will become the property of CONTRACTOR. However, CONTRACTOR is required to obtain prior approval from ODM for release of any results, including preliminary and/or final results, related to funded projects or funded data under this Contract, and any documents, reports, data, photographs (including negatives), electronic reports and records, and other media under this Contract. Additionally, CONTRACTOR hereby grants to ODM a perpetual, royalty free, non-exclusive, and irrevocable license to use, reproduce, publish, modify, and distribute any such media.
- B. All ODM information that is classified as public or private under Ohio law will be treated as such by CONTRACTOR. Should the nature of any information be in question, ODM will determine whether the information is public or private. CONTRACTOR will restrict the use of any information, systems, or records ODM provides to the specific Deliverables of this Contract. CONTRACTOR and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODM and the State of Ohio. CONTRACTOR agrees that the terms of this section will be included in any subcontract executed by CONTRACTOR for work under this Contract.
- C. CONTRACTOR information that is proprietary and has been specifically identified by CONTRACTOR as proprietary will be held as confidential by ODM. Proprietary information is information that would put CONTRACTOR at a competitive disadvantage in CONTRACTOR's market place and trade if it were made public. ODM reserves the right to require reasonable evidence of CONTRACTOR's assertion of the proprietary nature of any information. The provisions of this Article are not self-executing. CONTRACTOR must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.

- D. For audit purposes only, all records relating to cost, work performed, supporting documentation for invoices submitted to ODM, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR and will be made available for audit by state and federal government entities that include, but are not limited to, ODM, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three years after CONTRACTOR receives the last payment pursuant to this Contract. If an audit or similar action is initiated during this time period, CONTRACTOR will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period, unless otherwise directed below in Section E. If applicable, CONTRACTOR must meet the requirements of the federal Office of Management and Budget (OMB) Omni-Circular, 2 CFR Part 200.104. CONTRACTOR acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Contract are presumptively deemed public records.

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

- E. All records relating to cost, work performed, supporting documentation for invoices submitted to ODM, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Contract is **[INSERT RECORDS SCHEDULE]**. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, CONTRACTOR agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- F. CONTRACTOR agrees to retain all records in accordance to any litigation holds that are provided to them by ODM, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require CONTRACTOR to keep the records longer than the approved records retention schedule. CONTRACTOR will be notified by ODM when the litigation hold ends and retention can resume based on the approved records retention schedule. If CONTRACTOR fails to retain the pertinent records after receiving a litigation hold from ODM, CONTRACTOR agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- G. CONTRACTOR hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (USC) and the implementing regulations found at Title 45, Parts 164.502(e) and 164.504(e) of the Code of Federal Regulations (CFR) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). CONTRACTOR further agrees to include the terms of this section in any subcontracts that may be executed pursuant to this Contract.

#### **ARTICLE VIII. AMENDMENT AND ASSIGNMENT**

- A. This writing constitutes the entire agreement between ODM and CONTRACTOR with respect to all matters herein. Only a writing signed by both parties may amend this Contract. However, ODM and CONTRACTOR agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Contract without the necessity for executing written amendments. Any written amendment to this Contract will be prospective in nature.
- B. CONTRACTOR agrees not to assign any interest in this Contract nor transfer any interest in the Contract without the prior written approval of ODM. CONTRACTOR will submit any requests for approval of assignments and transfers to the ODM Contract Manager at least ten business days prior to the desired effective date. CONTRACTOR understands that any assignments and transfers will be subject to any conditions ODM deems necessary and that no approval by ODM will be deemed to provide for any ODM obligation that exceeds the Contract amount specified in ARTICLE IV of this Contract.

**ARTICLE IX. BUSINESS ASSOCIATE REQUIREMENTS UNDER HIPAA**

- A. The definitions contained in this section are derived from federal law. Should there be any conflict between the meanings assigned in this Contract and the meanings defined in applicable federal law (even in the event of future amendments to law that create such conflict), the definitions found in federal law will prevail.
1. **General Definitions.** The following terms used in this Contract shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use.
  2. **Specific Definitions.**
    - a. HIPAA means the Health Insurance Portability and Accountability Act of 1996, the American Recovery and Reinvestment Act of 2009 (ARRA) and any other applicable federal statute or regulation.
    - b. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
    - c. Covered Entity means a health plan, a health care clearinghouse, or health care provider under 45 CFR 160.103.
    - d. Business Associate means a person or entity that, on behalf of the Covered Entity, maintains, performs, or assists in the performance of a function or activity that involves the use or disclosure of "Protected Health Information" under 45 CFR 160.103.
    - e. Protected Health Information (PHI) means individually identifiable information including but not limited to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined under 45 CFR 164.501 and any amendments thereto, received or sent on behalf of the Department.
- B. CONTRACTOR acknowledges that ODM is a Covered Entity under HIPAA. CONTRACTOR further acknowledges that it is a Business Associate of ODM, and, in carrying out the work described in this Contract, agrees to comply with all of the following provisions:
1. **Permitted Uses and Disclosures.** CONTRACTOR will not use or disclose PHI except as provided in this Contract or as otherwise required under HIPAA regulations or other applicable law.
  2. **Safeguards.** CONTRACTOR will implement sufficient safeguards, and comply with Subpart C of 45 CFR Part 164 pertaining to electronic PHI to prevent the use or disclosure of PHI other than as provided for under this Contract. Safeguards will be implemented for all paper and electronic PHI created, received, maintained, or transmitted on behalf of ODM.
  3. **Reporting of Disclosures.** CONTRACTOR agrees to promptly report to ODM any inappropriate use or disclosure of PHI that is not in accordance with this Contract or applicable law, including breaches of unsecured protected health information, as required at 45 CFR 164.410, and any security incident CONTRACTOR has knowledge of or reasonably should have knowledge of under the circumstances.
- Further, CONTRACTOR shall report to ODM the following:
- a. Any use or disclosure of PHI which is not in compliance with the terms of this Agreement or applicable law of which it becomes aware; and
  - b. Any security incident of which it becomes aware. For purposes of this Agreement, "security incident" means the unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- As soon as is practical following 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](mailto:PrivacyOffice@medicaid.ohio.gov) and [Mcdlegal@medicaid.ohio.gov](mailto:Mcdlegal@medicaid.ohio.gov)

4. **Mitigation Procedures.** CONTRACTOR agrees to coordinate with ODM to determine specific actions that will be required of the Business Associates for mitigation, to the extent practical, of the breach. These actions will include notification to the appropriate individuals, entities, or other authorities. Notification or communication to any media outlet must be approved, in writing, by ODM prior to any such communication being released. CONTRACTOR will report all of its mitigation activity to ODM and shall preserve all relevant records and evidence.
5. **Incidental Costs.** CONTRACTOR shall bear the sole expense of all costs to mitigate any harmful effect of any breaches or security incidents of which CONTRACTOR has knowledge which are directly caused by the use or disclosure of protected health information by CONTRACTOR in violation of the terms of this Contract. These costs will include, but are not limited to, the cost of investigation, remediation and assistance to the affected individuals, entities or other authorities.
6. **Agents and Subcontractors.** CONTRACTOR, in compliance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) as applicable, will ensure that all its agents and subcontractors that create, receive, maintain, or transmit PHI from or on behalf of CONTRACTOR and/or ODM agree to have, in a written agreement, the same restrictions, conditions, and requirements that apply to CONTRACTOR with respect to the use or disclosure of PHI.
7. **Accessibility of Information.** CONTRACTOR will make available to ODM such information as ODM may require to fulfill its obligations to provide access to, provide a copy of any information or documents with respect to PHI pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 CFR 164.524 and 164.528 and any amendments thereto.
8. **Amendment of Information.** CONTRACTOR shall make any amendment(s) to PHI as directed by, or agreed to by, ODM pursuant to 45 CFR 164.526, or take other steps as necessary to satisfy ODM's obligations under 45 CFR 164.526. In the event that CONTRACTOR receives a request for amendment directly from an individual, agent, or subcontractor, CONTRACTOR will notify ODM prior to making any such amendment(s). CONTRACTOR's authority to amend information is explicitly limited to information created by CONTRACTOR.
9. **Accounting for Disclosure.** CONTRACTOR shall maintain and make available to ODM or individuals requesting the information, as appropriate, records of all disclosures of PHI in a Designated Record Set as necessary to satisfy ODM's obligations under 45 CFR 164.528. For every disclosure the record will include, at a minimum, the name of the individual who is the subject of the disclosure, the date of the disclosure, reason for the disclosure if any, and the name and address of the recipient to which the protected health information was disclosed.
10. **Obligations of Department.** When CONTRACTOR is to carry out an obligation of ODM under Subpart E of 45 CFR 164, CONTRACTOR agrees to comply with all applicable requirements of Subpart E that would apply to ODM in the performance of such obligation.
11. **Access to Books and Records.** CONTRACTOR shall make available to ODM and to the Secretary of the U.S. Department of Health and Human Services any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from ODM, or created or received on behalf of ODM. Such access is for the purposes of determining compliance with the HIPAA Rules.
12. **Material Breach.** In the event of material breach of CONTRACTOR's obligations under this Article, ODM may immediately terminate this Contract as set forth in ARTICLE V, Section B. Termination of this Contract will not affect any provision of this Contract, which, by its wording or its nature, is intended to remain effective and to continue to operate after termination.

13. **Return or Destruction of Information.** Upon termination of this Contract and at the request of ODM, CONTRACTOR will return to ODM or destroy all PHI in CONTRACTOR's possession stemming from this Contract as soon as possible but no later than 90 days, and will not keep copies of the PHI except as may be requested by ODM or required by law, or as otherwise allowed for under this Contract. If CONTRACTOR, its agent(s), or subcontractor(s) destroy any PHI, then CONTRACTOR will provide to ODM documentation evidencing such destruction. Any PHI retained by CONTRACTOR will continue to be extended the same protections set forth in this Section, HIPAA regulations and this Contract for as long as it is maintained.
14. **Survival.** These provisions shall survive the termination of this Contract.

#### ARTICLE X. CONTRACTOR CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

By executing this Contract, CONTRACTOR hereby affirms current and continued compliance with each condition listed in this Article. CONTRACTOR's certification of compliance with each of these conditions is considered a material representation of fact upon which ODM relied in entering into this Contract:

- A. If at any time, CONTRACTOR is not in compliance with the conditions affirmed in this Section, ODM will consider this Contract *void ab initio* and will deliver written notice to CONTRACTOR. Any funds the State of Ohio paid CONTRACTOR for work performed before CONTRACTOR received notice that the Contract is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
  1. **Debarment Requirements.** CONTRACTOR affirms that neither CONTRACTOR nor any of its principals or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any governmental agency. CONTRACTOR also affirms that within three years preceding this Contract neither CONTRACTOR nor any of its principals:
    - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
    - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
  2. **Qualifications to Conduct Business.** CONTRACTOR affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Contract period CONTRACTOR, for any reason, becomes disqualified from conducting business in the State of Ohio, CONTRACTOR will immediately notify ODM in writing and will immediately cease performance of all Deliverables.
  3. **Unfair Labor Practices.** CONTRACTOR affirms that neither CONTRACTOR nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify CONTRACTOR as having more than one unfair labor practice contempt of court finding.
  4. **Finding for Recovery.** CONTRACTOR affirms that neither CONTRACTOR nor its principals or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
- B. If at any time CONTRACTOR is not in compliance with the conditions affirmed in this Section, ODM may immediately suspend or terminate this Contract and will deliver written notice to CONTRACTOR. CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE IV, only



for work performed during the time CONTRACTOR was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.

1. **Fair Labor Standards and Employment Practices.** CONTRACTOR certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
2. **Civil Rights Laws.**
  - a. CONTRACTOR, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all federal civil rights laws including:
    - (1) Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352);
    - (2) Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et seq.);
    - (3) The Americans with Disabilities Act of 1990 (42 USC 12101, et seq.) and Section 504 of the Rehabilitation Act of 1973; and
    - (4) The Age Discrimination Act of 1975 (42 USC 6101, et seq.).
  - b. In carrying out this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.
  - c. CONTRACTOR agrees that it will not participate in, condone or tolerate any form of sexual harassment against any employee, subcontractor, or other person or entity with which it is associated in performance of this Agreement, which is considered a form of sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, the Ohio Revised Code 4112.02, Ohio Administrative Code 123:1-49, the Anti-Discrimination Policy in State Government Executive Order 2011-05K, or state agency policy.
  - d. CONTRACTOR agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
  - e. CONTRACTOR will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.
3. **Ethics and Conflicts of Interest Laws.**
  - a. CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
  - b. CONTRACTOR certifies, by executing this Contract, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
  - c. CONTRACTOR agrees to refrain from promising or giving to any ODM employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. CONTRACTOR further agrees that it will not solicit any ODM employee to violate ORC 102.03, 2921.42, or 2921.43.

- d. CONTRACTOR agrees that CONTRACTOR, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of CONTRACTOR's functions and responsibilities under this Contract. If CONTRACTOR, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, CONTRACTOR agrees it will immediately disclose the interest in writing to the ODM Chief Legal Counsel at 50 West Town Street, Columbus, Ohio 43215-3414. CONTRACTOR further agrees that the person with the conflicting interest will not participate in any Deliverables until ODM determines that participation would not be contrary to public interest.
4. **Lobbying Restrictions.**
  - a. CONTRACTOR affirms that no federal funds paid to CONTRACTOR by ODM through this Contract or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. CONTRACTOR further affirms compliance with all federal lobbying restrictions, including 31 USC 1352. If this Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), CONTRACTOR affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
  - b. CONTRACTOR certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
  - c. CONTRACTOR, if a recipient of a federal award in excess of One Hundred Thousand and 00/100 Dollars (\$100,000.00), certifies compliance with the Byrd Anti-Lobbying Amendment, which at a minimum, attests CONTRACTOR will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC Chapter 1352.
5. **Child Support Enforcement.** CONTRACTOR agrees to cooperate with ODM and any child support enforcement agency in ensuring that CONTRACTOR and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
6. **Pro-Child Act.** If any Deliverables call for services to minors, CONTRACTOR agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
7. **Drug-Free Workplace.** CONTRACTOR, its officers, employees, members, any subcontractors and/or any independent contractors (including all field staff) associated with this Contract agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. CONTRACTOR will make a good faith effort to ensure that none of CONTRACTOR's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
8. **Work Programs.** CONTRACTOR agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
9. **[Standard language for non-RFP] MBE Subcontracting Requirements.** Pursuant to the Governor's Executive Order 2008-13S, ODM is committed to making more State contracts and opportunities available to Minority Business Enterprises (MBEs) certified by the Ohio Department of Administrative Services pursuant to ORC 123.151 and OAC 123:2-15-01. In order to fulfill this commitment, CONTRACTOR is required to use its best efforts to seek and set aside a portion of the work for this

Contract for qualified MBE businesses wherever possible. In seeking MBE subcontractors, CONTRACTOR must:

- a. Utilize a competitive process to which only Ohio certified MBEs may respond;
- b. Require the MBE to maintain its certification throughout the term of the Contract, including any renewals.

CONTRACTOR shall indicate on all invoices submitted to ODM the dollar amount attributed to the goods or services provided by MBE subcontractors along with documentation of the MBE subcontractor's activities. CONTRACTOR shall report its monetary payments to the MBE subcontractor under this Contract monthly to the ODM Agreement Manager.

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

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

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

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

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

**Remedies.** CONTRACTOR may apply in writing to ODM for a waiver or modification of its proposed MBE set-aside cost percentage. However, no modification or waiver request may be submitted before at least 30% of the Deliverables are completed or after 80% of the Deliverables are completed. CONTRACTOR shall submit evidence acceptable to ODM demonstrating that CONTRACTOR made a good faith effort to seek Ohio certified MBE subcontractors in order to justify the granting of a waiver or modification. Within 30 days of receipt of the request, ODM will determine whether CONTRACTOR's good faith efforts and submitted documentation justify the granting of a waiver or modification. If a waiver or modification is denied, CONTRACTOR will have an opportunity to attain the percentage before the completion of the Deliverables. Compliance with any modified cost set-aside percentage is a term of this Contract and failure to attain the percentage may result in CONTRACTOR being found in breach of contract.

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

10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**

- a. CONTRACTOR certifies that by executing this Contract and by completing the Affirmation and Disclosure form, it has reviewed, understands, and will abide by the Governor's Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.
- b. Prior to performing any services, and when there is a change in the location of any services provided under this Contract, CONTRACTOR must disclose:
  - (1) The location(s) where all services will be performed by CONTRACTOR or any subcontractor;
  - (2) The location(s) where any state data associated with any of the services through this Contract will be accessed, tested, maintained, backed-up, or stored; and
  - (3) The principal location of business for the contractor and all subcontractors.
- c. CONTRACTOR also affirms, understands, and agrees to immediately notify ODM of any change or shift in the location(s) of services performed by CONTRACTOR or its subcontractors under this Contract, and no services shall be changed or shifted to a location outside of the United States.
- d. Termination, Sanction, Damages: ODM is not obligated and shall not pay for any services provided under this Contract that CONTRACTOR or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Contract, and CONTRACTOR shall immediately return to ODM all funds paid for those services.

In addition, if CONTRACTOR or any of its subcontractors perform any such services outside of the United States, ODM may, at any time after the breach, terminate this Contract for such breach, upon written notice to CONTRACTOR. If ODM terminates the Contract, ODM may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.

10. **[UNIVERSITY] Expenditure of Public Funds for Offshore Services—Executive Order Requirements.** CONTRACTOR, a public university, certifies that by executing this Contract, it has reviewed and understands ODM's obligation under Governor's Executive Order 2011-12K, and will perform no services required under this Contract outside of the United States.

11. **Combatting Trafficking in Persons.**

- a. CONTRACTOR agrees that it is in compliance with the Federal Acquisition Regulation (FAR) for Combatting Trafficking in Persons, 48 CFR Subpart 22.17, in which "the United States Government has adopted a zero tolerance policy regarding trafficking in persons." The provisions found in 48 CFR Subpart 52.2, specifically Subpart 52.222-50 are hereby incorporated into this CONTRACT by reference.
- b. CONTRACTOR, its employees, its subcontractors, or subcontractor's employees are prohibited from the following activities:
  - (1) Engaging in severe forms of trafficking in persons during the period of performance of the Contract;
  - (2) Procuring commercial sex acts during the period of performance of the Contract; or

- (3) Using forced labor in the performance of the Contract.
- c. CONTRACTOR agrees that it shall notify its employees, and require all of its subcontractors to notify their employees, of the prohibited activities described in the preceding paragraph.
- d. ODM has the right to immediately and unilaterally terminate this Contract if any provision in this Section is violated and ODM may implement section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104), see 2 CFR Part 175.
12. **Civil Rights Assurance.** CONTRACTOR hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et seq.) and the Age Discrimination Act of 1975 (42 USC 6101, et seq.).
13. **Clean Air Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401, et seq.) and the Federal Water Pollution Control Act as amended (33 USC 1251, et seq.). Violations must be reported to the Regional Office of the United States Environmental Protection Agency (US EPA) and ODM.
14. **Energy Policy and Conservation Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act in accordance with 42 USC 6201. Violations must be reported to the Regional Office of the US EPA and ODM.
15. **Solid Waste Disposal.** CONTRACTOR agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the US EPA at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired by the preceding federal fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the US EPA guidelines.
16. **Experimental, Developmental, or Research Work.** When applicable, if CONTRACTOR enters into a subcontract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable federal and state regulations.
17. **Boycott.** CONTRACTOR acknowledges that, pursuant to ORC 9.76, a state agency may not enter into or renew a contract for supplies, equipment or services with a company that operates to earn a profit unless CONTRACTOR provides the following declaration. If applicable, CONTRACTOR certifies that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade and will not do so during the Contract period. CONTRACTOR will notify ODM immediately if it boycotts a jurisdiction with whom the State of Ohio can enjoy open trade. ODM reserves the right to terminate this Agreement immediately upon discovery of such a boycott.
18. **Certification of Compliance.** CONTRACTOR certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

#### ARTICLE XI. BUSINESS CONTINUITY PLAN

- A. CONTRACTOR recognizes that certain services under this Contract are vital to ODM and must be continued without interruption. CONTRACTOR shall be prepared to continue providing such services identified by ODM, during periods of disaster, crisis, or other unexpected break in services based upon a Business Continuity

Plan (Plan). CONTRACTOR is required to implement and maintain a sustainable Plan throughout the term of this Contract, and provide the Plan to ODM upon request. The Plan will, at a minimum:

1. Enable continued performance under this Contract in the event of a disaster or other unexpected break in services; and
2. Ensure the continuity for identified vital services and supporting facilities.

- B. For purposes of this Article, the term “disaster” means an unanticipated incident or event, including, but not limited to, force majeure events, technological accidents or human-caused events that may cause a material service or critical application to be unavailable without any reasonable prediction for resumption; or causes data loss, property damage or other business interruption without any prediction for recovery within a commercially reasonable time period.

## ARTICLE XII. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between ODM and CONTRACTOR. CONTRACTOR further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Contract. CONTRACTOR agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law. CONTRACTOR acknowledges and agrees any individual providing personal services under this Contract is not a public employee for the purposes of Chapter 145 of the Revised Code. Pursuant to ORC 145.038, ODM is required to provide individuals and business entities with fewer than five employees the Independent Contractor Acknowledgment (Form PEDACKN, Attachment A). This form requires CONTRACTOR to acknowledge that ODM has notified CONTRACTOR that he or she has not been classified as a public employee and no contributions to the Ohio Public Employees Retirement System will be made on his or her behalf for these services. If CONTRACTOR is a business entity with fewer than five employees, please have each employee complete the PEDACKN form, the first two pages of Attachment A. If CONTRACTOR is not an individual or a business entity with fewer than five employees, please complete page 3 of Attachment A.
- B. **Subcontracting.** All subcontracts will be at the sole expense of CONTRACTOR and CONTRACTOR will be solely responsible for payments of its subcontractors. CONTRACTOR assumes responsibility for all subcontracting and third-party work performed under this Contract. In addition, all subcontractors agree to be bound by the terms and conditions of this Contract. CONTRACTOR will be the sole point of contact with regard to all contractual matters.
- C. **Limitation of Liability.** To the extent allowable by law, CONTRACTOR agrees to defend, indemnify and hold ODM, its officials, employees and agents harmless from and against any and all liability, loss and expense (including reasonable attorneys’ fees) or claims for personal injury, property damage, patent and copyright infringement, or for any liability or claims under ARTICLE IX above (“Business Associate Requirements Under HIPAA”), and/or any other type of claim that arises from the performance of the Deliverables under this Contract. CONTRACTOR’s sole and exclusive remedy for any ODM failure to perform under this Contract will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this Article. In no event will ODM be liable for any indirect or consequential damages, including loss of profits, even if ODM knew or should have known of the possibility of such damages. To the extent that ODM is a party to any litigation arising out of or relating in any way to this Contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio. Subject to ORC 109.02, CONTRACTOR agrees to defend ODM against any such claims or legal actions if called upon by ODM to do so.
- C. **[PUBLIC ENTITY] Limitation of Liability.** Each party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each party further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Contract will impute or transfer any such liability or responsibility from one party to the other. To the maximum extent permitted by law, the parties’ liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to CONTRACTOR under ARTICLE IV



or the actual amount of direct damages incurred by any party—whichever is less. In no event will either party be liable for any indirect or consequential damages, including loss of profits, even if a party knew or should have known of the possibility of such damages.

- D. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, CONTRACTOR agrees to defend any suit or proceeding brought against ODM, any official or employee of ODM acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by CONTRACTOR. ODM will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODM may participate in the defense of any such action. CONTRACTOR agrees to pay all damages and costs awarded against ODM, any official or employee of ODM in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section C. If any information and/or assistance is furnished by ODM at CONTRACTOR's written request, it is at CONTRACTOR's expense. If any of the materials, reports, or studies provided by CONTRACTOR are found to be infringing items and the use or publication thereof is enjoined, CONTRACTOR agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of CONTRACTOR under this Section survive the termination of this Contract, without limitation.
- D. **[PUBLIC ENTITY] Infringement of Patent or Copyright.** To the extent permitted by law, if any of the materials, reports, or studies provided by GRANTEE are found to be infringing items and the use or publication thereof is enjoined, GRANTEE agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of GRANTEE under this Section survive the termination of this Agreement, without limitation
- E. **General Representations and Warranties.** CONTRACTOR warrants that:
1. The recommendations, guidance, and performance of CONTRACTOR under this Contract will be in accordance with the industry's professional standards, the requirements of this Contract and without material defect.
  2. The Deliverables are merchantable and fit for the particular purpose described in this Contract and will perform substantially in accordance with its user manuals, technical materials, and related writings.
  3. The Deliverables comply with all governmental, environmental and safety standards.
  4. CONTRACTOR has the right to enter into this Contract.
  5. CONTRACTOR has not entered into any other contracts or employment relationships that restrict CONTRACTOR's ability to perform under this Contract.
- F. **Liens.** CONTRACTOR will not permit any lien or claim to be filed or prosecuted against ODM or the State of Ohio because of any labor, services, or materials furnished. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to CONTRACTOR in connection with this Contract, ODM or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to CONTRACTOR under this Contract.
- G. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE VI. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are

controllable by CONTRACTOR's subcontractor(s) will be considered controllable by CONTRACTOR, except for third-party manufacturers supplying commercial items and over whom CONTRACTOR has no legal control. The final determination of whether an instance of delay is excusable lies with ODM in its discretion.

- H. **Severability.** If any provision of this Contract or the application of any provision is held by a court to be contrary to law, the remaining provisions of this Contract will remain in full force and effect.
- I. **Counterpart.** This Contract may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same contract.

### ARTICLE XIII. CONSTRUCTION

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

Signature Page Follows:

Remainder of page intentionally left blank



**OHIO DEPARTMENT OF MEDICAID  
CONTRACT FOR SERVICES**

**SIGNATURE PAGE**

**C-1819-00-0000**

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS CONTRACT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF MEDICAID.

Vendor Name

Ohio Department of Medicaid

\_\_\_\_\_  
Authorized Signature (Blue Ink Please)

\_\_\_\_\_  
Barbara R. Sears, Director

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

50 West Town Street  
Columbus, Ohio 43215

Address  
City, State, Zip