

REQUEST FOR PROPOSALS

RFP NUMBER: SRC0000040927
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UNSPSC CATEGORY: 85101700, 85000000

The State of Ohio, through the Department of Administrative Services, Office of Procurement Services, on behalf of the Department of Administrative Services, is issuing the following Request for Proposals (RFP):

Healthcare Navigation Services RFP

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

This RFP consists of seven sections, eight parts, and five exhibits, totaling 87 consecutively numbered pages excluding the exhibits. Exhibits are included with this RFP as separate documents. Please verify that you have a complete copy of all documents.

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RFP DETAILS

Section 1 - Overview

A. Definitions in this RFP

The following definitions apply to the RFP and Contract.

Agency: The State entity or entities on behalf of which this RFP is issued.

Contract: The contract resulting from this RFP.

Contractor: The selected Offeror.

DAS: Ohio Department of Administrative Services.

Deliverable: Specified portions of the Work that must be provided by the Contractor to meet contractual requirements.

Member: A person (employee, spouse, or child) who is covered by the State's medical plan.

Offeror: A supplier submitting a Proposal in response to this RFP.

Plan Year: July 1 to June 30 of the corresponding year.

Proposal: Competitive sealed proposals submitted by Offerors in response to this RFP.

State: State of Ohio.

Work: The scope of work described in this RFP.

B. Term of Contract

Once awarded, the term of the Contract will be as set forth in Part 8, Draft Contract. The State may solely renew this Contract at its discretion for a period of one month at the end of the initial term and each renewal term. Any further renewals will be by mutual agreement between the Contractor and the State as set forth in Part 8. The Contract and each renewal are subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. The State may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of the Agency.

C. Purpose and Background

The purpose of this RFP is to solicit Proposals for a Contractor to provide healthcare navigation services to Members. The Agency is seeking to secure a Contractor to increase the quality of care while reducing cost for the State's Members through effective healthcare navigation services. The Agency is also seeking a Contractor that will offer solutions to simplify access to care, increase engagement in existing programs, increase healthy outcomes, and reduce overall costs for Members and the State.

The State of Ohio is committed to improving the healthcare experience for its employees and Members. The Agency recognizes that navigating healthcare systems can be complex and constantly changing. The Agency is seeking solutions that simplify access to care, increase engagement, improve outcomes, and reduce overall costs.

State of Ohio employees are a geographically dispersed workforce of approximately 50,500 employees located in approximately 1,300 work locations concentrated in Ohio, with a limited number of employees dispersed throughout the United States. Currently, the State of Ohio provides medical benefits, including pharmacy, behavioral health and population health management, to approximately 42,000 employees (union and exempt). The combination of employees and their dependents represents approximately 103,000 people.

The State also provides dental and vision benefits to approximately 14,500 exempt employees. This combination of employees and their dependents represents approximately 35,500 people.

The State has approximately 200 participants (former employees and/or dependents) enrolled in COBRA.

The State provides basic life insurance to approximately 15,400 exempt employees. The supplemental life insurance coverage, purchased by the exempt employees, has approximately 5,397 enrolled with 5,771 spouses and children.

The State has approximately 8,530 employees enrolled in the Flexible Spending Accounts (FSA) healthcare and limited purpose spending account programs, and approximately 792 employees enrolled in the dependent care spending account program. There are approximately 1,455 employees enrolled in the parking program and approximately 55 employees enrolled in the transit program.

The State offers medical, dental and vision benefits to approximately 225 Death Benefit Fund Recipients. Currently, 130 members are enrolled in this program. Additional information on this program can be found here: <https://das.ohio.gov/employee-relations/benefits-administration/opf-dbfr>.

The table below displays the current benefit offerings and corresponding plan TPAs. These are subject to change. Note that certain benefits are managed by the Union Benefits Trust:

<u>Plan/Service</u>	<u>Current Administrator</u>
Ohio Med Preferred Provider Organization	Anthem Blue Cross and Blue Shield Medical Mutual of Ohio
Ohio Med Select Plan	Anthem Blue Cross and Blue Shield Medical Mutual of Ohio
Ohio Med High-Deductible Health Plan	Anthem Blue Cross and Blue Shield Medical Mutual of Ohio
Health Savings Account	Baker Tilly Vantagen
Telehealth – Live Health Online	Anthem Blue Cross and Blue Shield/ Live Health Online
Pharmacy Benefit Manager	OptumRx
Behavioral Health	Optum Behavioral Solutions
Population Health Management	Personify Health
Flexible Spending Accounts and Commuter Choice	Baker Tilly Vantagen
Dental - Exempt and Bargaining	Delta Dental of Ohio
Vision - Exempt	VSP
Vision - Bargaining	EyeMed Vision Care and VSP
Basic, Occupational AD&D and Supplemental Life Insurance - exempt	Minnesota Life/Securian Financial

Consolidated Omnibus Budget Reconciliation Act	iTEDIUM
Data Aggregator	Merative
Workers' Compensation	Sedgwick Claims
Employee Assistance Program	ComPsych
Disability Program	Sedgwick Claims

D. Scope of Work Overview

An overview of the Work is provided below. The scope of work and requirements are provided in greater detail within Part 1, Scope of Work.

The Contractor must:

1. Provide clear and accessible guidance on healthcare benefits.
2. Support provider selection and appointment scheduling.
3. Assist with claims and billing questions.
4. Offer cost transparency tools and clinical support.
5. Integrate with existing benefits, Third Party Administrators (TPAs) and human resources (HR) technology platforms.
6. Reduce costs for employees, Members, and the State.

The Contractor must provide healthcare navigation services for the State of Ohio by assisting individuals and families in navigating the complexities of the healthcare system, including guiding patients to quality services that maximize outcomes and/or reduce costs (e.g., helping patients with providers, appointments, communicating with providers, and connecting resources and services) to ensure they receive appropriate and timely care. The Contractor must integrate with the Agency's benefits TPAs. The Contractor must perform the Work as set forth in the RFP and pursuant to the Agency's requests.

The Contractor must perform the Work to achieve demonstrable and measurable cost savings in the total amount paid out in claims.

Section 2 – Procurement Authority, RFP Overview, and Schedule of Events

A. Procurement Authority and RFP Overview

This is a request for competitive sealed proposals under Section 125.071 of the Ohio Revised Code (R.C.) and Section 123:5-1-08 of the Ohio Administrative Code (OAC). The State of Ohio, through the Department of Administrative Services, Office of Procurement Services, on behalf of the Department of Administrative Services (the Agency), is soliciting Proposals for this Healthcare Navigation Services RFP.

If a suitable Proposal is made by an Offeror in response to this RFP, the State, through DAS, may enter into the Contract. The Contractor will perform all or part of the Work as specified in the Contract. This RFP provides details on what is required to submit a Proposal for the Work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

B. Schedule of Events

The schedule of events for the RFP process and Work is provided in the solicitation general information section in OhioBuys for this RFP. The State may change this schedule at any time. If the State changes the schedule before the Proposal due date, it will post an amendment to this RFP in the OhioBuys public portal. Offerors must not contact Agency staff or DAS (except as provided in this RFP) until the Contract award is announced.

There are references in this RFP to the Proposal due date. Unless it is clearly stated to the contrary, any such reference means the date and time that the Proposals are due.

Proposals received after 1:00 p.m. Eastern time on the Proposal due date will not be evaluated. Any failure to meet a deadline or any objection to the dates for performance of the Work may result in the State refusing to consider a Proposal.

Section 3 – General Instructions to Offeror

A. Introduction to General Instructions

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

B. Contacts

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

C. Inquiries

Offerors may not contact the State directly at any time during the solicitation process, however Offerors may make inquiries regarding this RFP any time during the inquiry period listed in OhioBuys.

To make an inquiry, Offerors must login to OhioBuys, navigate to the solicitation, open the Inquiry tab and submit their inquiry. Offerors will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered. Offerors may view inquiries and responses on the OhioBuys Public Solicitations page by opening the Solicitation Overview and navigating to the inquiries section of that page.

Offerors are to base their proposal responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP.

The State is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions or deadlines. The State does not consider questions asked during the inquiry period through the inquiry process as exceptions to the requirements or the terms and conditions of this RFP.

The State will attempt to respond to all inquiries within three business days of receipt, excluding State holidays. The State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date listed in OhioBuys. The State will use its discretion in deciding whether to provide responses as part of this RFP process. Responses to inquiries are not considered changes to the RFP.

D. Restrictions on Communication

Other than the communication options described in this RFP, Offerors must not make unsolicited contact with any elected official or office of the State, any staff member of DAS or the Agency, or any agent or representative of DAS or the Agency, regarding this RFP. Offerors must not represent themselves to anyone as having the endorsement of the Agency or the State, nor as the Agency's next supplier of the Work. For contractors currently doing business with the Agency, any communication regarding this RFP is prohibited except as provided for in this RFP. Any such unauthorized contact may result in an Offeror being disqualified from further consideration under this RFP. The State will not discuss the particulars of this RFP process with external parties.

E. Amendments to this RFP

If the State decides to revise this RFP before the Proposal due date, an amendment will be issued in OhioBuys as a new round. If an Offeror has submitted a Proposal prior to an amendment being issued and wishes to be considered, the Offeror must resubmit their Proposal in response to the latest round of the

RFP. Proposals submitted in response to amended RFPs prior to the most recent amendment will not be opened or evaluated. The State may issue amendments to this RFP any time before Proposals are due, and it is each Offeror's responsibility to check for amendments and other current information regarding this RFP.

Unless otherwise stated in the notice by the State, modifications and withdrawals must be submitted within OhioBuys prior to the end date of the amendment response period. If this RFP provides for a negotiation phase, this procedure will not apply to changes negotiated during that phase. Any modification that is broader in scope than the State has authorized may be rejected and treated as a withdrawal of the Offeror's Proposal.

F. Proposal Submittal

Each Offeror must submit a technical proposal and a cost proposal as separate sections of its Proposal before the Proposal due date and time and pursuant to the instructions in Section 4, Requirements for Proposals. Proposals, including all components of the Proposals, must not be password protected or the State may reject any such Proposals.

Each section must be submitted in its own separate, electronic submission as indicated by the solicitation questionnaire. The submission with the technical proposal will be electronically sealed (the technical envelope), and the submission with the cost proposal will be separately electronically sealed (the financial envelope).

Each requirement of a Proposal represents only a part of the total basis for a decision to award the Contract, and a failure by an Offeror to make a required submission or meet a Mandatory Requirement (see Section 6, if applicable) normally will result in a rejection of that Proposal. The value assigned to each requirement is used to determine which Proposal is the most advantageous to the State in relation to the other Proposals received. It is not a basis for determining the importance of meeting that requirement.

Offerors must submit their Proposals electronically in OhioBuys before the noted time on the Proposal due date. Paper submissions will be destroyed and will not be considered. OhioBuys will not allow submission or modification to a submission after the deadline. An Offeror submitting an electronic Proposal must allow for adequate time for uploading a Proposal prior to the due date and time. Technical difficulties experienced by the Offeror will not be an exception.

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

The State is not responsible for the accuracy of any information regarding this RFP that was gathered through a source other than the inquiry process described in the RFP.

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

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

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

The State is not responsible for any costs an Offeror incurs in responding to this RFP or from participating in the evaluation process or negotiations process (if any), regardless of whether the State awards the Contract through this process, decides not to go forward with the Contract award, cancels this RFP for any reason, or contracts for the Work through some other process or through another RFP.

G. Rejection of Proposals Generally

The State may reject any Proposal for the reasons listed in this RFP, that fails to comply with the procedure for participating in the RFP process, that fails to meet the RFP requirements, or that is not in the State's interest to consider or to accept. In addition, the State may cancel this RFP, reject all Proposals, and seek to do the Work through a new RFP or by other means.

H. Exceptions

The State may reject any Proposal if the Offeror takes exception to the terms and conditions of the Contract or includes unacceptable assumptions or conditions in its Proposal.

I. Proprietary Information

As set forth in OAC 123:5-1-07 and 123:5-1-08, if an Offeror includes in its Proposal information it considers exempt from disclosure in a public records request, it must submit a redacted version of any document containing such information, as further described in this paragraph. Offerors must only redact (black out) the specific language that is exempt from disclosure pursuant to the Ohio Public Records Act. Examples of actions that are not acceptable for the protection of information in a Proposal include: (a) redaction of sections in their entirety simply because they may contain some information exempt from disclosure pursuant to the Ohio Public Records Act; (b) inclusion of a blanket confidentiality or copyright notice anywhere in the Proposal; and (c) redaction of the cost proposal in its entirety. Prices, makes, models, catalog numbers of the items offered, deliveries, and terms of payment will be available for public inspection regardless of any designation to the contrary.

In addition to the redacted document(s), Offerors must submit a list of each redaction, using the Offeror Redaction Justification Form (Form 7k) in Part 7, with a detailed legal explanation for each redaction to demonstrate that the redacted information is protected under the Ohio Public Records Act. A blanket statement that all redactions are exempt from disclosure pursuant to the Ohio Public Records Act and/or the Uniform Trade Secrets Act is not a sufficient explanation. The redacted version(s) must be submitted as an electronic copy in a searchable PDF format. The redacted version(s) and accompanying explanation, as submitted, will be available for inspection and released in response to public records requests.

By submitting a redacted Proposal, the Offeror agrees to indemnify the State, DAS, and the Agency for any court costs, statutory damages, attorney fees, or other award issued against the State, DAS, or the Agency for any violation of the Ohio Public Records Act resulting from the State, DAS, or the Agency providing the Offeror's redacted version of its Proposal in response to a public records request.

By not submitting a redacted version of the Proposal with accompanying explanation, an Offeror consents to the release of the original Proposal submission in response to a public records request. If an improperly redacted version or insufficient explanation is submitted, the State will advise the Offeror in writing what portions of the Proposal are subject to disclosure in response to public records requests.

J. Changes to Proposals

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

K. Offeror Warranties

By submitting a Proposal, the Offeror acknowledges it has read this RFP, understands it, and agrees to be bound by the requirements of this RFP.

Ohio Revised Code 9.24 prohibits the State from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery (a Finding) if the Finding is unresolved at the time of the award. This also applies to renewals of contracts. By submitting a Proposal, the Offeror warrants it is not subject to an unresolved Finding under R.C. 9.24 at the time of its submission. Additionally, the Offeror warrants it will notify DAS in writing immediately upon becoming subject to such an unresolved Finding after submitting its Proposal and before the award of a Contract under this RFP. Further, the State may treat any unresolved Finding against the Contractor that prevents a renewal of the Contract as a breach in accordance with the provisions of the Contract.

L. Notice on Use of Social Security Numbers as Federal Tax Identification Numbers

If an Offeror uses its Social Security Number as its Federal Taxpayer Identification Number, please be aware that the information submitted is a public record, and the State may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If an Offeror does not want to have its Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the State encourages Offerors to use a separate Employee Identification Number (EIN) obtained from the United States Internal Revenue Service to serve as the Federal Taxpayer Identification Number.

M. Offeror Registration

Offerors must provide evidence that they are registered with Ohio Shared Services to do business in the State of Ohio. To register to do business in Ohio and to access supplier forms, see Form 7b.

N. Multiple or Alternate Proposals

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

O. Debriefing and Protests

The State maintains a policy that debriefing of the evaluation process will not be conducted. Offerors should not contact the State either during or after the solicitation process to request a debriefing. In lieu of a debriefing, Offerors may file a public records request with the State using the following link, https://ohiobuys.ohio.gov/page.aspx/en/prj/foia_request_extranet_manage.

This protest language only pertains to this RFP. An Offeror may file a protest objecting to the process of soliciting the Proposals or an Offeror objecting to the subsequent award of a Contract resulting from the RFP. The protest must be in writing and contain the following information:

1. The name, address, and telephone number of the protester;
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 the State;
5. A statement as to the form of relief requested from the State; and
6. Any other information the protester believes to be essential to the determination of the factual and legal questions at issue in the written request.

The State will consider a timely protest if it is received at the filing location below within the following periods:

7. An Offeror must file a protest based on alleged improprieties in the issuance of the RFP or any other event preceding the Proposal due date, which are apparent or should be apparent, no later than five business days prior to the Proposal due date.
8. If the protest relates to the recommendation of the evaluation team for an award of the Contract, an Offeror must file the protest as soon as practicable after the Offerors are notified of the decision by the State regarding the Proposals.

Offerors must file all protests at the following location:

Department of Administrative Services
Office of Procurement Services
Records_Admin@das.ohio.gov
SUBJECT: *Insert this RFP Number and Index Number*

P. Disclosure of Proposal Contents

The State will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, the State will seek to keep the contents of all Proposals confidential until the Contract is awarded.

Q. Unfair Competitive Advantage

Any and all prior work performed by the Offeror or its proposed subcontractor(s) that the State determines results in an unfair competitive advantage to that Offeror may result in the Offeror's Proposal being rejected due to a conflict of interest. Pursuant to OAC 123:5-1-10, if an Offeror developed or assisted with the development of specifications for this RFP, the Offeror is ineligible to submit a Proposal and the Offeror's Proposal will be rejected.

Section 4 – Requirements for Proposals

A. Proposal Format

These instructions describe the required format for a responsive Proposal.

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

Proposals should use a consistent contrasting font and color so that the responses are readily distinguishable to the State; using the color blue to provide responses is suggested to contrast with the black text of this document. Formats are acceptable that use different typefaces, *styles*, or **shaded backgrounds**, so long as the use of these formats is consistent throughout the Offeror's Proposal and readily distinguishable from the original RFP. Below is an example of the required format for responding to the RFP requirements. Alterations to the State-provided RFP language are strictly prohibited. The State will electronically compare Offeror Proposals to the posted RFP, and deviations or alterations to the State's RFP requirements may result in a rejection of the Proposal.

Illustrative Example: Customers Served in the Widget Space

Instructions: *The Offeror is to describe the customers (i.e., companies, agencies, entities, etc.) served in the Widget domain and the nature of the services provided, as well as the duration of the service.*

Offeror Response: The Acme Corporation has been in business for over 20 years. Acme is a leading supplier of Widget and Widget-based services with clients in a variety of sectors, including public (23 states) and private (125 companies).

Offerors are advised to limit Offeror marketing statements and pre-printed technical inserts to the area(s) of the Proposal applicable to those statement(s) and not include duplicative or otherwise repetitive statements throughout its Proposal.

Any additional links or documents incorporated by reference by the Offeror will not become part of the Contract unless expressly accepted by the State.

The Offeror may include any additional information it believes is relevant. All pages, except pre-printed technical inserts, must be sequentially numbered. Any material deviation from the format outlined in this RFP may result in a rejection of the non-conforming Proposal.

Technical Proposal: The Offeror's technical proposal must be submitted in Microsoft Word® if possible (certain forms may be submitted as PDFs) through OhioBuys and as instructed in the technical questionnaire in OhioBuys. The technical proposal consists of all questionnaire responses and documents submitted in response to this RFP excluding the cost proposal. All technical proposal documents must be submitted in the order listed in subsection B(1) below.

Cost Proposal: The Offeror's cost proposal must be submitted through OhioBuys as instructed in the cost questionnaire in OhioBuys. The cost proposal consists of a separate cost section as described in subsection B(2) below and in the required format of Part 5.

B. Proposal Specifics

Each Proposal must contain the following components.

1. Technical Proposal Components

- a. Required Forms. Each Proposal must include the completed forms listed below. All required forms are included in Part 7 unless otherwise indicated.

- i. Offeror Certification Form (Form 7a). The Offeror must complete the Offeror Certification Form.
- ii. Offeror Registration Form (Form 7b). The Offeror must use the Offeror Registration Form to register with the State as applicable.
- iii. Independent Contractor Acknowledgement Form (Form 7c). Unless the Offeror is a “business entity” as that term is defined in R.C. 145.037 (“an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business”), the Offeror must have any individual performing services under the Contract complete the Independent Contractor Acknowledgement Form
- iv. Subcontractor Utilization Form (Form 7d). For each proposed subcontractor, the Offeror must submit a completed Subcontractor Utilization Form signed by someone authorized to legally bind the subcontractor.

The Offeror must disclose all subcontractors it will utilize to complete any Work including customer service, claims processing, disease management, data warehouse, etc. Form 7d is not required for subcontractors utilized by the Offeror enterprise-wide and not specifically for the State’s Contract.

- v. Offeror Profile Form (Form 7e). The Offeror must complete the Offeror Profile Form to describe the Offeror’s capability, capacity, and experience in support of the requirements in this RFP. The contact person listed must be the primary point of contact for any questions about the Proposal. Additionally, the Contract Signatory listed must be the individual authorized to sign the Contract for the Offeror if awarded.

The form must include the date the Offeror was established, its leadership, number of employees and any other background information that will help the State gauge the ability of the Offeror to fulfill the obligations of the Contract. The background information must include the Offeror’s background as well as a description of the personnel, internal procedures, and any other resources required under the terms of the Contract to ensure successful performance and Contract compliance. The Offeror must describe its current operational capacity and the ability to perform the additional workload in the Contract.

The financial stability of the Offeror must also be described and is considered a required component of the Proposal.

- vi. Offeror Prior Project Experience and Qualifications Form (Form 7f). The Offeror must utilize the Offeror Prior Project Experience and Qualifications Form to document the Offeror’s previous experience and expertise by completing a form for a minimum of three previous projects in the previous five years. These projects must be of similar size, scope, and nature to the Work in this RFP. Details of the similarities must be included.

The form(s) must be filled out completely for each of the projects required. The form(s) contained in this RFP have been customized for the applicable Offeror requirements. Each page of the form(s) may contain minor variations. If an Offeror elects to duplicate the form electronically, the Offeror must carefully review each page of the form to ensure that it has been copied accurately. Failure to duplicate the form exactly may lead to the rejection of the Proposal.

When contacted, each reference provided must be willing to discuss the Offeror's previous performance on projects detailed on the form(s).

If this RFP allows qualifications and experience to be met through a subcontractor, the Offeror must identify the subcontractor by name in the appropriate part of the form(s) for each reference.

- vii. Affirmation and Disclosure Form (Form 7g). The Offeror must complete, sign, and submit the Affirmation and Disclosure Form by uploading the signed document with its Proposal.
- viii. Preference Certification Form (Form 7h). Offerors claiming preference for Domestic Source End Products, the Ohio (Buy Ohio) preference, and/or Veteran Friendly Business Enterprise (VBE) must complete the Preference Certification Form.
- ix. Candidate Information Education and Training Form (Form 7i). The Offeror must complete a Candidate Information Education and Training Form for each candidate named in this RFP.
- x. Candidate Experience Requirement Form (Form 7j). The Offeror must complete a Candidate Experience Requirement Form for each candidate named in this RFP.
- xi. Offeror Redaction Justification Form (Form 7k). The Offeror must complete the Offeror Redaction Justification Form pursuant to the instructions in Section 3, subsection I, Proprietary Information, and Form 7k if the Offeror includes in its Proposal information it considers exempt from disclosure in a public records request.
- xii. Proposed Pre-Existing Materials and Commercial Software Form (Form 7l). The Offeror must complete the Proposed Pre-Existing Materials and Commercial Software Form pursuant to the instructions below.
- xiii. Offeror Proposed Exceptions and Assumptions (Form 7m). The Offeror must complete the Offeror Proposed Exceptions and Assumptions form pursuant to the instructions for Exceptions and Assumptions below and in the form.
- xiv. Mandatory Requirements Form (Form 7n). The Offeror must complete all Mandatory Requirements Form(s). The Offeror must demonstrate that it meets all of the Mandatory Requirements listed in the Mandatory Requirements table in Section 6, Evaluation Metrics. The State will evaluate the Mandatory Requirements Form(s) to determine whether the Proposal meets all of the Mandatory Requirements.

Mandatory Requirements must be met by the Offeror, itself. The Offeror's subcontractors will not be accepted.
- xv. Data Breach Disclosure Form (Form 7o). The Offeror must complete the Data Breach Disclosure Form. To complete this form, the Offeror must provide a complete list of every data breach incurred over the past five years. This list must include data breaches for every entity that could have access to State data under this agreement, including subcontractors. For each

disclosure, the Offeror must include the applicable dates, the nature and scope of the breach, including the types of affected data (for example, PHI), and what mitigation actions were taken in response to the breach to ensure it does not happen again.

- b. Scope of Work Response. The Offeror must provide a response to Part 1 – Scope of Work in this section of its Proposal. The content of Part 1 must not be modified. If the content of Part 1 is modified in any way, the Proposal may be disqualified. The Offeror must provide complete and coherent responses to Part 1 and demonstrate the ability to quickly undertake and successfully complete the Work under the Contract.
- c. Acceptance of Terms and Conditions. The Offeror must include the entire content of Parts 2 through 4 as a single section in its Proposal. The Offeror must include a statement at the beginning of this section indicating that the Offeror has read, understands, and agrees to all of the terms and conditions contained in Parts 2 through 4.
- d. Exceptions. If the Offeror has any exceptions or proposed changes to the technical requirements and/or the terms and conditions of this RFP, the Offeror must provide a comprehensive list of all such exceptions and proposed changes in Form 7m, Offeror Proposed Changes and Assumptions, of this RFP. In addition to listing the exceptions and proposed changes in Form 7m, the Offeror must also include its exceptions and proposed changes to the terms and conditions, if any, in a redlined format as an additional attachment to its Proposal. If any exception or proposed change is unacceptable to the State, the State may, in its sole discretion, request that the Offeror remove the exception or proposed change or may choose to reject the Proposal entirely. If the exceptions portion of Form 7m is left blank, the State will assume that the Offeror does not have any exceptions or proposed changes to the RFP. All agreed upon changes will become part of the Contract in Part 6, Mutually Agreed Upon Changes.
- e. Assumptions. If the Offeror made any assumptions in preparing its Proposal, the Offeror must provide a comprehensive list of all such assumptions in Form 7m, Offeror Proposed Changes and Assumptions, of this RFP. If any assumption is unacceptable to the State, the State may, in its sole discretion, request that the Offeror remove the assumption or choose to reject the Proposal entirely. No assumptions may be included regarding the outcomes of negotiation, terms and conditions, or requirements. The assumptions listed in Form 7m of the Proposal, if any, must be inclusive of all assumptions with reference(s) to the section(s) of the RFP to which the assumption is applicable. Offerors should not include assumptions elsewhere in their Proposals. If the assumptions portion of Form 7m is left blank, the State will assume that the Offeror did not make any assumptions in preparing its Proposal.
- f. Proof of Insurance. The Offeror must provide the certificate(s) of insurance required by Part 2 - Contract-Specific Terms and/or Conditions, if any, and Part 4 – Standard Terms and Conditions. The policy may be written on an occurrence or claims-made basis.
- g. Legal Notice Address. The Offeror must provide the name, title, and address to which the State should send legal notices under the Contract.
- h. Work Plan. The Offeror must submit a Work Plan that will be the basis of a later-created detailed comprehensive plan of action used to guide the Work, as applicable. In this plan, the Offeror must demonstrate a thorough understanding of the nature of the Work and what the Contractor must do to complete the Work properly. In addition, the Offeror must fully describe its current capacity, approach, methods, and specific processes and procedures for doing the Work. The elements of the Work Plan must include, at a minimum, all tasks and dependencies related to scope definition, requirements gathering, design, development, conversion, testing, benchmarking, implementation, training, and transition, as applicable.

The specifics of the Work Plan must include sufficient detail for the State to understand the Offeror's knowledge and approach to the following: managing the Work; documenting planning decisions; facilitating communication among stakeholders; defining key management review as to content, scope, and schedule; and providing a baseline for progress measurement and Work control.

At a minimum, the Work Plan must include the following:

- i. A description of the project management approach; and
- ii. A high-level overview of the following subsidiary project management plans:
 - Integration management,
 - Scope management,
 - Schedule management,
 - Cost management,
 - Quality management,
 - Staffing management,
 - Communications management, and
 - Risk management (including constraints, planned responses, and contingencies).

If applicable to the Work, the Offeror must identify all proposed equipment needed for the Work during the installation, customization (as applicable), implementation, and ongoing operations phases. The Proposal must include the proposed manufacturer's name and model for all equipment. Additionally, the Offeror must identify any equipment that the State will require for the implementation and ongoing operation of the Work that is not otherwise specified in this RFP.

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

Additionally, in the Work Plan, the Offeror should address potential and known risks, and proposed risk mitigation strategies.

- i. Staffing Plan and Time Commitment. The Offeror must provide a Staffing Plan identifying all proposed personnel by position that the Offeror proposes and that are required to do the Work. The Staffing Plan must show each individual's responsibilities for the Work. The State also requires that the Staffing Plan match the proposed personnel and their qualifications to the activities and tasks set forth in the RFP for the Work. At a minimum, the Staffing Plan must identify the following proposed personnel: (1) Implementation Project Manager, (2) Account Manager, (3) Account Executive, (4) Reporting and Outcomes Leader.

In addition, the Staffing Plan must include the following information:

- i. An organizational chart, including any subcontractors and key management and administrative personnel assigned to the Work.
- ii. A contingency plan showing the ability to add more staff if needed to ensure meeting the Work due date(s).
- iii. A statement and a chart that clearly indicate the time commitment of the proposed personnel for this Work during each of its phases.
- iv. A statement indicating to what extent, if any, the proposed personnel may work on other projects or assignments that are not State related during the term of the Contract. The State

- may reject any Proposal that commits the proposed personnel to other projects during the term of the Work, if the State believes that any such commitment may be detrimental to the Offeror's performance.
- v. The Offeror must propose a Work team that collectively meets all of the requirements in this RFP. Each team member may have specific mandatory requirements listed in this RFP that the team member must individually meet.
 - vi. All proposed personnel must be named and meet the technical experience for the position.

In the case of any staffing requirements for a team of people, the Offeror must submit a team to do the Work that collectively meets all of the team requirements. The experience of multiple candidates may not be combined to meet a single requirement. Further, previous experience of the candidates submitted for the Implementation Project Manager and Account Manager positions may not be used to meet any other team member requirements. Each candidate proposed for the Work team must meet at least one of the requirements.

- j. Support Requirements from the State. The Offeror must describe the support it requests from the State in addition to any support the State has offered in this RFP. Specifically, the Offeror should address the following in this section of the Proposal:
 - i. The nature and extent of State support required in terms of staff roles, percentage of time available, etc.;
 - ii. The specific required assistance from State staff and the experience and/or qualification level required for such assistance; and
 - iii. Other support requirements.

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

- k. Pre-Existing Materials. If applicable, the Offeror must list any Pre-Existing Materials (defined in Part 4, section VI(D)) that will be included in a Deliverable in Form 7I in Part 7. The State may reject any Proposal that includes Pre-Existing Materials for a custom solution if the State believes that such is not appropriate or desirable for the Work.
- l. Commercial Material. If applicable, the Offeror must list any Commercial Material (defined in Part 2, section C(2)), including Commercial Software (defined in Part 2, section C(3)), that the Offeror will deliver in which the State will have less than full ownership in Form 7I in Part 7. Generally, these will be from third parties. The Offeror need not list patented parts of equipment.

The Offeror must attach the applicable license agreement(s) for all Commercial Material for the State to review.

- m. Information Security Assurances. The Offeror must provide assurance documentation of the Offeror's effective design and implemented controls to meet the foundational trust principles of security, confidentiality, integrity, availability, and privacy. Documentation can include, but is not limited to, Federal Risk and Authorization Management Program (FedRAMP) authorization, GovRAMP authorization, Statement on Standards for Attestation Engagements (SSAE) No. 18, Service Organization Control 2 Type 2, International Organization for Standardization (ISO) 27001, Health Information Trust Alliance (HITRUST) Certification or Assessment, Payment Card Industry Data Security Standard Attestation of Compliance (PCI-DSS AOC), Cloud Security Alliance (CSA) Security Trust Assurance and Risk (STAR) certification, Cybersecurity Maturity Model Certification (CMMC), certification, or other relevant IT security assurance documentation. This documentation

will be considered confidential information of the Offeror. If the Offeror does not have any such documentation, it must provide a statement to that effect in its Proposal.

- n. Response to Exhibit 1, State IT Policy, Standard and Service Requirements. The Offeror must include a fully completed copy of Exhibit 1 in its Proposal. The Offeror must follow the completion instructions contained in Exhibit 1 and must not modify the content of Exhibit 1.
- o. Completion of Exhibit 2, Business Associate Agreement. The Offeror must include a fully completed and signed copy of Exhibit 2 in its Proposal.
- p. Additional Innovation or Value-Added Services. The Offeror may propose additional innovation or value-added services that are outside of the scope of Work that it perceives to be valuable to the State but have not been defined in Part 1 – Scope of Work. In this section, the Offeror must describe in detail any value-added services included in its Proposal above the minimum requirements. The Offeror should describe its healthcare navigation services, including the usage of clinical care navigation, clinical care guides, and carve-in customer service services.

The Offeror should include any available communication materials that it can provide to the Agency at an additional cost. The corresponding costs for such materials must be included in the value-added services section of Part 5 - Cost Proposal.

Additionally, if available, the Offeror should propose and describe in detail a fully integrated virtual care network to provide a warm transfer and/or referral to virtual care services for Members. The details must indicate whether the virtual care system captures virtual provider notes, diagnoses, and referrals.

The Offeror should also include additional innovation or value-added services that are provided at no additional charge to the State.

- q. Offeror Best Practices. The Offeror may propose alternative processing approaches, new tools, services, methodologies, business processes, or any other best practices that demonstrate a commitment to continuous improvement that are not included in Part 1 – Scope of Work for the State's consideration. In this section, the Offeror must describe in detail any best practices included in its Proposal.

2. Cost Proposal Components

- a. Cost Proposal Form. The Offeror's total cost for the Work must include all one-time and ongoing costs and be represented as not-to-exceed unit costs.

Contractor will be paid according to the fee structure within the Cost Proposal Form.

The Offeror must ensure its cost proposal is submitted separately from the technical proposal as indicated in the Proposal Submittal paragraph of Section 4, Requirements for Proposals. Cost information must not be included in the technical proposal.

The Offeror may not modify or reformat the Cost Proposal Form. The Offeror must complete the required portions of the Cost Proposal Form. Additionally, all portions of the Cost Proposal Form must be completed in the exact format provided. The Offeror must not include exceptions, additional terms and conditions, or assumptions in the submitted Cost Proposal Form. The State may reject any Proposal with a modified or reformatted Cost Proposal Form; a Cost Proposal Form that is not separately submitted; or a Cost Proposal Form that includes exceptions, additional terms and conditions, or assumptions.

The State will not be liable for any costs the Offeror does not identify in its cost proposal. There will be no additional reimbursement for travel or other related expenses.

- b. Alternate Funding. All proposed costs must be based on providing a solution that would be fully funded by the State and independent of any Offeror-recommended alternative funding models.
- c. Additional Innovation or Value-Added Services. A tab has been included for the costs of additional innovation or value-added services in the Cost Proposal Form. This pricing will not be included as part of the pricing for the Work.
- d. Offeror Best Practices. A tab has been included for the costs for proposed best practices in the Cost Proposal Form. This pricing will not be included as part of the pricing for the Work.

Section 5 – Evaluation Process

A. Evaluation of Proposals Generally

To maintain fairness in the evaluation process, the State will obtain all information sought in a manner such that no Offeror is provided with an unfair competitive advantage.

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

1. Initial review;
2. Mandatory requirements evaluation, if applicable;
3. Technical evaluation;
4. Requests for more information;
5. Cost evaluation;
6. Determination of responsibility; and
7. Contract negotiations.

The State may decide whether phases four and seven are necessary, and the State may reorder the sequence of phases. The State also may add or remove sub-phases to any phase at any time if the State believes doing so will improve the evaluation process. The phases and some sub-phases are described below.

B. Initial Review

The State will review all Proposals for formatting and completeness. The State may reject incomplete or incorrectly formatted Proposals. The State may also waive any defects or allow an Offeror to submit a correction as described in subsections I, Waiver of Defects, and J, Clarifications and Corrections, of this Section 5 below. After the initial review, the State will forward all timely, complete, and properly formatted Proposals to an evaluation team for review, led by a representative from the Office of Procurement Services.

C. Mandatory Requirements Evaluation

The Offeror must demonstrate that it meets all of the Mandatory Requirements listed in the Mandatory Requirements table in Section 6, Evaluation Metrics, using the Mandatory Requirements Form 7n in Part 7. A Proposal meeting all of the Mandatory Requirements may be included in the next part of the evaluation phase as described herein.

The State will evaluate the Mandatory Requirements Form(s) to determine whether the Proposal meets all of the Mandatory Requirements. If the information contained in Mandatory Requirements Form(s) does not clearly meet every Mandatory Requirement, the Proposal may be disqualified without further evaluation.

If no Proposal meets all of the Mandatory Requirements, the State may notify the Offerors and allow the Offerors an opportunity to cure the failure to meet the Mandatory Requirements. If a notified Offeror does not cure the failure, the State may reject that Proposal. If a notified Offeror cures its failure to meet Mandatory Requirements, the State maintains sole discretion to continue consideration of the Proposal.

D. Technical Evaluation

The State will evaluate each Proposal that it has determined is timely, complete, properly formatted, and meets all of the Mandatory Requirements, if any. The evaluation will be scored according to the requirements identified in this RFP.

All Offerors, including current contract holders, if applicable, must provide detailed and complete responses. Proposal evaluations and subsequent scores are based solely on the content of the Proposal. No assumptions will be made or values assigned for the competency of the Offeror who is a current or previous contract holder.

The State may have the Proposals or portions of them reviewed and evaluated by independent third parties. Additionally, the State may seek reviews from end users of the Work or State personnel who have subject matter expertise or an interest in the Work. The State may adopt or reject any recommendations it receives from such reviews and evaluations, or the State may give them such weight as the State believes is appropriate.

During the technical evaluation, the State will calculate a point total for each Proposal evaluated. The State maintains sole discretion to reject any Proposal receiving a significant number of zeros for sections in the technical proposal evaluation. Additionally, the State reserves the right to reject any Proposal failing to meet an average of three out of five of the maximum points available for the Proposal's technical requirements. The State may select any number of the higher-ranking Proposals for the next phase. The number of Proposals advancing to the next phase is within the State's sole discretion.

The State may consider one or more higher-ranking Proposals, but the State may not consider any lower-ranking Proposals unless all higher ranked Proposals are also considered, except as provided herein.

E. Requests for More Information

The State may request some Offerors to interview, make presentations about their Proposals, or demonstrate the products or services. If the interviews, presentations, or demonstrations are held as part of the technical proposal evaluation, all Offerors having Proposals under evaluation may participate. The State may then use the information gathered from this process in evaluating the merits of the Proposals. The demonstrations, presentations, and interviews may also result in an adjustment of a Proposal's evaluation. The State may evaluate the demonstrations, presentations, and interviews as a separate scoring criterion.

Alternatively, if the interviews, presentations, or demonstrations are held after the technical proposal evaluation, the State may limit them to one or more of the higher-ranking Offerors. The State may limit such interviews, presentations, and demonstrations to areas in which it seeks further information from the Offerors.

Typically, these discussions provide an Offeror with the opportunity to do one or more of the following:

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

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

F. Cost Evaluation

Before review of the technical proposals or at any time during the evaluation process, the State may review the cost proposals to determine whether any Proposals should be rejected because of excessive cost. After evaluating the technical proposals, or after any interviews, presentations, and demonstrations have occurred, the State may consider the costs of one or more of the higher-ranking Proposals.

The State may select one or more of the Proposals for further consideration in the next phase of the evaluation process based on the formulas contained in Section 6, Evaluation Metrics. The Proposal(s) selected for consideration in the next phase will be the higher-ranking Proposal(s) based on this analysis, excluding any Proposals that the State disqualifies because of excessive cost or other reasons described in this RFP. Alternatively, the State may choose to bypass any or all subsequent phases and award the Contract based solely on its scoring of the preceding phases, subject only to its review of the highest-ranking Offeror's responsibility described in the next subsection.

G. Determination of Responsibility

The State will review the highest-ranking Offeror and proposed subcontractors to ensure that the Offeror is responsible prior to Contract award. The State may reject any Proposal if an Offeror or a subcontractor is determined not to be responsible. The State's determination of an Offeror's responsibility may include the following factors: (i) experience, (ii) financial condition, (iii) facilities, (iv) past conduct and performance on previous contracts, (v) ability to execute the Contract properly, (vi) management skills, and (vii) information security assurances. The State will make such determination of responsibility based on the Proposal, reference evaluations, and any other information the State requests or determines is relevant.

Part of the State's determination of an Offeror's responsibility may include the Offeror's financial ability to perform the Contract. While the RFP may expressly require including audited financial statements in the Proposal, in the absence of such requirement, the State still may require an Offeror to submit audited financial statements for up to three prior years. The State may consider financial information other than the information that the RFP requires as part of the Offeror's Proposal, such as credit reports from third-party reporting agencies.

H. Contract Negotiations

The final phase of the evaluation process may be Contract negotiations. The State may limit negotiations to specific aspects of the RFP, the Contract, or the Proposal. The State may also limit the Offerors with whom the State negotiates. The State maintains discretion whether to permit or dispense with negotiations. An Offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal; any Proposal that is contingent upon the State negotiating with the Offeror may be rejected. If negotiations are held, they will be scheduled at the convenience of the State, and the selected Offeror or Offerors must negotiate in good faith and without unreasonable delay.

If negotiations are unsuccessful with an Offeror, the State may negotiate with the next highest-ranking Offeror.

If the State engages in simultaneous negotiations with multiple Offerors or decides to negotiate with lower-ranking Offerors after finding negotiations with the highest-ranking Offeror unsatisfactory, the State may subsequently adjust the ranking of the Offerors involved in the negotiations based on the negotiations. Any resulting Contract award would then be based on the final, adjusted ranking of Offerors.

The State will seek to prevent disclosure of a Proposal to other Offerors, and the State may not disclose to an Offeror the contents of another Proposal to gain a negotiating advantage. Negotiation techniques that reveal one Offeror's price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a Proposal will be reduced to writing by the Offeror as described below. Before the award of the Contract or cancellation of the RFP, as applicable, any Offeror attempting to gain access to the content of another Proposal may be disqualified from further consideration.

From the opening of the Proposals to the award of the Contract, everyone involved in the procurement process on behalf of the State will seek to limit access to information contained in the Proposals solely to those people with a need to know the information.

I. Waiver of Defects

The State may waive any defects in any Proposal or errors in the submission process by an Offeror, but the State will only do so when it is in the State's interest and will not cause any material unfairness to another Offeror.

J. Clarifications, Corrections, and Changes

During the evaluation process, the State maintains discretion to request clarifications from any Offeror or give any Offeror the opportunity to correct defects in its Proposal if doing so would not result in an unfair advantage for any Offeror. The State may reject any clarification that is non-responsive or broader in scope than what the State requested. If the State rejects the clarification, or if the Offeror fails to respond to the request for clarification, the State may request additional clarification, consider the Proposal without the clarification, or disqualify the Proposal.

After the Proposal due date, the State may change the requirements or terms and conditions of this RFP and request updated Proposals from those Offerors whose Proposals are under active consideration. In such cases, the State will permit Offerors to withdraw their Proposals if they are unable to meet the changed requirements or terms and conditions.

K. Failure to Negotiate

If an Offeror fails to provide the necessary information for negotiations in a timely manner or fails to negotiate in good faith, the State may terminate negotiations with that Offeror and remove the Proposal from further consideration.

L. Best and Final Offer

The State may request best and final offers (BAFOs) from Offerors. Following negotiations, the State may set a date and time for the submission of BAFOs by the remaining Offeror(s) with which the State conducted negotiations. If negotiations were limited and all changes were reduced to signed writings during negotiations, the State need not require the submissions of BAFOs.

If BAFOs are requested, they may be submitted only once unless the State determines that it is in the State's interest to conduct additional negotiations. In such cases, the State may require another submission of BAFOs. Otherwise, discussion of, or changes to the BAFOs will not be allowed. If an Offeror does not submit a BAFO, the State will treat that Offeror's Proposal (or most recent offer) as its BAFO.

Section 6 – Evaluation Metrics

During the evaluation process, the evaluation team reviews and rates the Proposals based on the following metrics and the weight assigned to each metric. If the metrics contain Mandatory Requirements, those portions of the Proposals are reviewed first, and only Proposals meeting the Mandatory Requirements may remain in the evaluation process.

A. Mandatory Requirements

The table below lists this RFP's Mandatory Requirement. A Proposal meeting the Mandatory Requirement may be included in the next phase of the evaluation process.

MANDATORY REQUIREMENT

Mandatory Requirement	Accept	Reject
The Offeror must have provided healthcare navigation services to at least one public sector self-insured employer within the past five years with at least 25,000 covered lives in the following areas: medical, behavioral health, and pharmacy.		

B. Scoring

The evaluation team will collectively score each qualifying Proposal.

The table below lists the points available under the RFP and the allocation of those points between the technical proposal, the cost proposal, and the presentations, demonstrations, and/or interviews.

SCORING BREAKDOWN

Criteria	Maximum Available Points
Technical Requirements	4,735 Points
Cost	1,375 Points
Presentations, demonstrations, and/or interviews	270 Points
Maximum Available Points	6,380 Points

1. Technical Proposal Scoring

The Scoring Scale table below will be used to rate each Proposal on the technical metrics listed in the Technical Proposal Evaluation table, also below.

The State will score a Proposal by multiplying the rating received in each category by its assigned weight and adding all categories together for the Offeror's total technical score from the Technical Proposal Evaluation table. Numerical values are defined as follows:

SCORING SCALE

Numerical Rating	Adjective	Description
5	Excellent	- Response demonstrates an approach to the proposed work with an exceptional solution or level of quality. - Response contains many significant strengths and few minor weaknesses, if any. - There is very little risk that the Offeror would fail to satisfy the requirement(s).
4	Very Good	- Response demonstrates an approach offering unique or innovative methods of performing the proposed work or delivering a solution. - Response contains many strengths that outweigh the weaknesses. Weaknesses, if any, are very minor and can be readily corrected. - There is little risk that the Offeror would fail to satisfy the requirement(s).
3	Acceptable	- Response demonstrates an approach that offers an acceptable solution or level of quality. - Response contains strengths that are balanced by the weaknesses. Weaknesses are minor and can be corrected. - There is some probability of risk that the Offeror may fail to satisfy some of the requirement(s).
2	Weak	- Response demonstrates an approach that inadequately addresses the requirements and/or objectives. - Response contains weaknesses that are not offset by strengths. There are significant weaknesses and very few strengths. - There are questions about the likelihood of success and there is a risk that the Offeror may fail to satisfy the requirement(s).
1	Poor	- Response demonstrates an approach that does not meet the stated requirements and/or objectives, lacks essential information, is conflicting, and/or is unproductive. - Response contains many significant weaknesses and very minor strengths, if any. - There is not a reasonable likelihood of success and a high risk that the Offeror would fail to satisfy the requirement(s).
0	Completely Deficient	- Response is missing necessary information to demonstrate that the Offeror can perform. - Response is devoid of strengths. - Response has an unacceptable level of risk that the Offeror will fail to satisfy the requirement(s).

TECHNICAL PROPOSAL EVALUATION

Metric	Weight	Rating (0-5)	Raw Score
Offeror Profile (Forms 7e, 7f)			
1. The Offeror's experience in healthcare navigation services with public sector employers that employ people spread over multiple geographic areas. The Offeror must include examples of at least three prior projects it successfully completed within the last five years. The Offeror must describe any partnerships or accreditations it possesses that are relevant to healthcare navigation services.	18		

2. The Offeror's healthcare navigation experience for individual clients with at least 25,000 employees in similar scope and population demographics to the Agency.	11		
3. The Offeror possesses at least six years' experience in healthcare navigation services for self-insured public sector employers with at least 25,000 covered lives.	11		
4. The Offeror's company history, number of years doing business, number of employees, financial stability, and its capacity to perform the Work. The Offeror must complete all areas of Form 7e.	4		
Staffing Plan (Section 4, requirement B(1)(i))			
1. The Offeror's detailed staffing plan clearly defining the staff who will perform the Work, including staff names and positions, their respective background and experience, including specific prior work assignments with clients similar to the Agency as well as a contingency plan for completing the Work in the event staff is removed from the Work for any reason.	56		
2. The Offeror's detailed plan outlining how it will provide backup staff in the event of a staff member being unavailable for a short period of time such as leave for a vacation or illness.	14		
Part 1 - Scope of Work			
1. The Offeror's understanding of the Work, including a detailed and complete Proposal for completing the Work.	12		
2. The Offeror's detailed workflow that will effectively accomplish the goals of the RFP.	28		
3. Accessibility: The Offeror's ability to ensure accessibility and provide inclusivity measures to reach all Members across the Agency.	12		
4. Artificial Intelligence (AI): The Offeror's planned use of AI and machine learning to continually improve the Work.	12		
5. Offeror platform: The Offeror's platform, how it works, any user experience data available (e.g. Member satisfaction surveys), and how it will integrate with existing Agency TPA web portals, Agency websites (single sign-on capabilities), and mobile apps.	86		
6. Communication materials: The Offeror's routine and non-routine business correspondence materials (telephonic messaging, electronic and printed) that are included in Offeror's proposed communications fee.	45		
7. Reporting: The Offeror's reporting capabilities, demonstrating how it will break down data to provide useful insight to the Agency, including the Offeror's sample reports from prior, similar contracts, and if a self-service reporting tool or dashboard is available.	45		
8. Healthcare navigation services: The Offeror's range of available healthcare advocacy and navigation services, including those outlined in Part 1 - Scope of Work.	12		
9. Healthcare navigation services: The Offeror's clinical support capabilities.	6		

10. Healthcare navigation services: The Offeror's methodology for assessing provider quality and how its algorithm is leveraged to support Members in finding in-network providers and scheduling provider appointments.	30		
11. Healthcare navigation services: The Offeror's ability to facilitate advanced provider tools to complete the Work.	6		
12. Healthcare navigation services: The Offeror's care navigation solution, including how it will reduce out-of-pocket costs for Members, decrease readmissions and gaps in care while increasing Member engagement in services offered by the Agency, and overall Member satisfaction and quality of care.	34		
13. Healthcare navigation services: The Offeror's process it will use to identify and proactively engage (e.g., educational outreach) the Agency's chronic conditions, high-risk, and potential high-cost claimants Member population.	34		
14. Healthcare navigation services: The Offeror's plan to proactively increase Member engagement and utilization across all Agency benefit programs with coordination from the Agency's current TPAs.	28		
15. Healthcare navigation services: The Offeror's method to provide complex case management for the Agency's Members (e.g., chronic condition, high-cost claimants, etc.), including the detailed processes and reporting it will use to successfully manage these types of cases.	34		
16. Healthcare navigation services: The Offeror's access to a Clinical Director and/or Collaborative Physician for various review of program elements, outcomes, improvements, medical and second opinions, etc.	6		
17. Healthcare navigation services: The Offeror's ability to provide real-time Member monitoring (concurrent review), outreach and support for emergency room and inpatient discharges.	12		
18. Healthcare navigation services: The Offeror's necessary file feeds that it will create and utilize for the Work and the Offeror's frequency of the data exchange it will implement to successfully complete the Work.	23		
19. Account management services: The Offeror's customer service it will provide to the Agency and the availability of the account manager assigned to the Agency, including the turnaround time for responses to voicemails and emails from the Agency, including the Offeror's process to communicate issues, disruptions, questions, etc. to the Agency.	45		
20. Member services: The Offeror's Member services team structure, including work locations, number of staff, number of supervisors, whether the team would be designated or dedicated to the Agency, and overall capacity (including other clients and members of the team) to complete the Work.	12		

21. Healthcare navigation services: The Offeror possesses comprehensive utilization management capabilities that it will employ with an integrated approach to align with the Agency's stated goals in section 1, subsection C.	50		
22. Healthcare navigation services: The Offeror's case management approach details how it will achieve the Agency's stated goals in section 1, subsection C.	50		
23. Member services: The Offeror's ability to acknowledge and resolve Member complaints within the Agency's timeline.	12		
24. Member services: The Offeror's toll-free Member services telephone line availability, features, and interactive voice response system that it will utilize to complete the Work and the Member information that Member services representatives will access to answer Member questions.	34		
25. Implementation management: The Offeror's implementation plan demonstrating and describing in detail how it will be fully implemented and ready for open enrollment activities by May 1, 2027.	81		
26. Catastrophic and pandemic incidents: The Offeror's contingency plans and procedures it has in place in the event of a catastrophic and/or pandemic incident that may curtail or impact normal operations of the Offeror in performance of this Contract.	12		
27. Return on Investment (ROI) projections: The Offeror's projected ROI for the Agency if awarded the Contract.	12		
28. Measurable outcomes: The Offeror's measurable outcomes (e.g., reduction in claims costs) achieved for current and past clients.	28		
29. Transition plan: The Offeror's ability to provide transition management to ensure a successful transition of services to a new contractor should doing so become necessary.	12		
30. Data Integration – The Offeror's plan and ability to coordinate with the Agency's other health plan TPAs (including behavioral health, medical, and pharmacy) to provide accurate tracking of Member financial accumulators.	20		

Technical proposals that do not meet or exceed a raw score of at least 2,841 points out of a maximum of 4,635 points may be disqualified from further consideration, and the corresponding cost proposals will not be opened or considered. Only those Offerors whose raw technical score meets or exceeds the minimum required raw score in this paragraph will receive a cost score.

The Offeror with the highest raw score for the technical proposal will receive 4,735 points. The remaining Offerors that are not otherwise disqualified will receive a percentage of the maximum technical points available based upon the following formula:

$$\text{Technical Score} = (\text{Offeror's technical proposal points} / \text{highest technical proposal points}) \times 4,735$$

2. Cost Proposal Scoring

The Offeror with the lowest proposed cost will receive 1,375 points. The remaining Offerors will receive a percentage of the maximum cost points available based upon the following formula:

Cost Score = (lowest proposed cost / Offeror's proposed cost) x 1,375

3. Presentation, Demonstration, and/or Interview Scoring

The Offeror with the highest presentation score will receive 270 points. The remaining Offerors will receive a percentage of the maximum points available based upon the following formula:

Presentation Score = (Offeror's presentation score / highest presentation score) x 270

4. Final Scoring

The Offeror with the highest total score will be recommended for the next phase of the evaluation process.

Technical Score + Cost Score + Presentation Score = Total Score

C. Preferences

The State will apply all preferences pursuant to OAC 123:5-1-06.

Following the initial evaluation and scoring, all Proposals will be considered for preferences. Preferences will be calculated at a rate of five percent (5%) for the first preference and two percent (2%) each for the second and third preferences. The preferences will be combined and applied as a total percentage of the original Proposal to determine the score for evaluation purposes.

Preferences will only be applied if there is at least one Offeror that does not qualify for that particular preference. For purposes of qualifying for a preference, an Offeror failing to complete the certification for each preference will be deemed as not qualifying for that preference.

Section 7 – Contract Award

A. Contract Award

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

A draft Contract is included as Part 8 of this RFP. Once awarded, the State will request the selected Offeror's electronic signature on the Contract using the State's electronic signature solution. The Offeror must provide its electronic signature and return the Contract to the State. The Contract will bind the State only when the State's duly authorized representative signs it, the State issues a purchase order, and all other prerequisites identified in the Contract have occurred.

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

B. Contract Components

If this RFP results in a Contract award, the Contract will consist of this RFP, including all Sections, Parts, Exhibits, written amendments to this RFP, and the version of Contractor's Proposal accepted by the State. It will also include any materials incorporated by reference in the above documents. The terms and conditions for the Contract are contained in Parts 2-4 of this RFP.

CONTRACT

Part 1 – Scope of Work

A. Account Management

1. The Contractor must provide the following individuals on a designated basis:
 - a. Account Executive responsible for the overall management of the Agency's account.
 - b. Account Manager responsible for day-to-day needs of the Agency's account.
 - c. Implementation Manager responsible for the overall success of implementing the account.
 - d. Reporting and Outcomes Leader responsible for reporting on various Work-specific measurements and outcomes.
2. The Contractor must attend quarterly on-site or remote meetings at the discretion of the Agency. All on-site meetings will take place at the Agency offices in Columbus, Ohio, at no additional cost to the Agency. These meetings must include a quarterly and annual financial review and/or a review of Work operations. The Contractor must provide all quarterly and annual review meeting materials to the Agency at least seven business days before the meetings. It is within the Agency's discretion to require the Contractor to attend and participate in additional meetings.
3. The Contractor must attend benefit fairs and/or open enrollment meetings throughout the State as directed by the Agency.
4. The Contractor must provide detailed customer service statistics for the State Member experience at the request of the Agency.
5. The Contractor must notify the Agency of any change in its ownership or major organizational change, such a merger, acquisition, or tender offer, as soon as permitted or immediately upon announcement.
6. The Contractor must comply with the applicable standards and requirements of the Americans with Disabilities Act (ADA).
7. The Contractor must execute the Business Associate Agreement in Exhibit 2 with the Agency and comply with its requirements. The fully executed Business Associate Agreement is incorporated into this Contract as if fully rewritten herein.
8. The Contractor must adhere to the Service Level Agreements (SLAs) and associated fees at risk described in Part 2.

The Offeror must describe in the box below how it will meet or exceed the requirements in Section A. Account Management.

B. Work Implementation Management

1. The Contractor must provide a designated Work implementation management team.
2. The Contractor must develop and manage an implementation plan to deliver the Work in a timely and effective manner by open enrollment May 1, 2027 and the beginning of the Plan Year on July 1, 2027.
3. The Contractor must provide the Agency with a detailed implementation process timeline.
4. The Contractor must provide an implementation plan that describes the Work requirements, approach, methods, timeline, staffing (including task assignment), and specific steps required to pre-stage operations for the actual performance of the Work. The Contractor must meet all dates and Deliverables in the final, approved implementation plan.
5. The Contractor must provide training and ongoing support related to the Work and platform navigation to the Agency's employees and Members.
6. The Offeror must specify the minimum number of days prior to open enrollment required to successfully implement the Work.

The Offeror must describe in the box below how it will meet or exceed the requirements in Section B. Work Implementation and Management.

C. Communication Materials

1. The Contractor must work closely with the Agency to develop a configurable integrated communication strategy, timeline, messages, and materials to support the Work.
2. The Contractor must develop configurable communication materials to meet the requirements of the Agency's communication needs. The communications materials must be cobranded, user-friendly, creative and easy to read (5th grade reading level).
3. The Contractor must provide the Agency with all Member communications at least 14 days prior to distribution to Members for review and edit.
4. The Contractor must assist the Agency with the development of employee communications as requested, including the following:
 - a. Articles for newsletters,
 - b. Handouts for enrollment and health fairs,
 - c. Company information and services provided for the new hire guide,
 - d. Company information and services provided for the annual open enrollment guide, and

- e. Other customized materials as requested to meet the requirements of the Agency's communication strategy.
5. The Contractor must make ID cards available to be accessed and/or printed online by the Members.
6. The Contractor must develop and provide welcome kits to new Members within 30 days of notification of enrollment.
7. The Contractor must provide plan experience data or information to supplement the Agency's communications.
8. The Contractor must print, distribute, and pay for postage for routine business correspondence, which includes the following: explanations of benefits, appeal letters, authorization letters, denial letters, new Member welcome kits, etc.
9. The Contractor must develop professional and configurable marketing materials and maintain sufficient supplies to vigorously market its program to Members.
10. The Contractor must develop a strategic marketing plan that includes attending benefit fairs and giving presentations to Members.
11. The Offeror must describe all communication materials that are included in the proposed communications fee in its technical proposal. For the described materials, the Offeror must indicate if the cost of printing and distribution and/or mailing is included in the Offeror's proposed communications fee.
12. The Contactor must utilize [the National Culturally and Linguistically Appropriate Services \(CLAS\) Standards](#) and the [CDC Health Equity Guiding Principles for Inclusive Communication](#) when creating communications for digital or print materials.

The Offeror must describe in the box below how it will meet or exceed the requirements in Section C. Communication Materials.

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D. Service Capabilities

1. The Contractor must provide a full range of healthcare advocacy/navigation services including the following:
 - a. Toll-free benefits concierge line,
 - b. Aggregator hub for the Contractor's ecosystem,
 - c. Benefits education and enrollment guidance, and
 - d. Bill review and claims appeals advocacy.

2. The Contractor must have an established Member engagement approach which includes advocates, digital tools, mobile apps, multilingual support, live chat, etc.
3. The Contractor must have clinical support capabilities including the following:
 - a. Nurse lines,
 - b. Condition-specific programs,
 - c. Behavioral health support,
 - d. Gaps in care closure, and
 - e. Steerage to quality providers.
4. The Contractor must have accessibility and inclusivity measures to reach all Members geographically across the State.
5. The Contractor must have capabilities to utilize AI and machine learning (ML) to continually improve services offered to the Agency.
6. The Contractor must facilitate advanced provider tools to ease administrative burdens.
7. The Contractor must facilitate patient routing to assist Members.
8. The Contractor must have Member education materials to enhance engagement regarding treatment options.
9. The Contractor must have identification and outreach for chronic conditions and high-risk Member management.
10. The Contractor must provide and handle complex case management and provide reporting on Member outcomes
11. The Contractor must identify and engage with potential high-cost claimants.
12. The Contractor must have chronic condition management and education services.
13. The Contractor must have the ability for real-time member monitoring (concurrent review), outreach and support for emergency room and inpatient discharges.
14. The Contractor must have the ability to identify gaps in care and risk stratification within Member populations.
15. The Contractor must have access to a clinical director and or collaborative physician for various program review elements, outcomes, improvements, medical and second opinions, etc.

The Offeror must describe in the box below how it will meet or exceed the requirements in Section D. Service Capabilities.

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E. Utilization Management

1. The Contractor must, through comprehensive healthcare navigation services, improve care coordination, enhance the Member experience, and reduce unnecessary healthcare expenditures while supporting high-quality clinical outcomes.
2. The Contractor must provide utilization management services, including:
 - a. Prior Authorization Support, including:
 - i. Facilitate timely prior authorization requests and documentation to reduce delays in care.
 - ii. Collaborate with providers, Members, and medical TPAs to ensure medical necessity requirements are met.
 - iii. Monitor authorization status and proactively address barriers to expedite treatment.
 - iv. Improve approval rates through clinical documentation support and evidence-based guidelines.
 - b. Site of Care Optimization, including:
 - i. Identify clinically appropriate lower-cost sites of care for eligible procedures, infusions, imaging, and outpatient services.
 - ii. Guide Members and providers toward high-quality, cost-effective facilities without compromising clinical outcomes.
 - iii. Coordinate transitions between care settings to minimize disruption and improve continuity of care.
 - iv. Reduce avoidable facility costs through evidence-based site-of-care recommendations.
 - c. Prescription Drug Optimization, including:
 - i. In coordination with Agency PBM, review medication regimens for cost-effective therapeutic alternatives, including formulary-preferred medications, biosimilars, and generic equivalents when clinically appropriate.
 - ii. Support prior authorization and specialty pharmacy coordination.
 - iii. Promote medication adherence through education and ongoing follow-up with Members.
 - iv. Collaborate with prescribing providers to optimize therapy while minimizing pharmacy spend.
 - d. Care Coordination, including:

- i. Serve as a centralized point of contact for Members navigating complex healthcare needs.
 - ii. Coordinate communication among primary care providers, specialists, pharmacies, health plans, and ancillary providers.
 - iii. Facilitate referrals, follow-up appointments, and transitions of care.
 - iv. Identify and address barriers to care, including access, transportation, medication affordability, and social determinants of health when appropriate.
 - v. Provide ongoing education and support to improve Member engagement and treatment adherence.
- 3. The Contractor must demonstrate measurable utilization management performance through data reporting and quality metrics including:
 - a. Lower total cost of care.
 - b. Reduced unnecessary medical and pharmacy expenditures.
 - c. Faster access to appropriate treatment through streamlined authorization processes.
 - d. Improved care coordination across providers and care settings.
 - e. Increased adherence to evidence-based clinical guidelines.
 - f. Enhanced Member engagement and satisfaction scores.
 - g. Improved quality metrics and population health outcomes through proactive clinical oversight.

The Offeror must describe in the box below how it will meet or exceed the requirements in Section E. Utilization Management.

F. Technology and Integration

- 1. The Contractor must have an employee portal for Members to monitor various programs offered by the Contractor and the Agency's Medical TPAs, including:
 - a. Program enrollment status;
 - b. Program progress status;
 - c. Any upcoming scheduled appointments;
 - d. All prior appointments;

- e. Any Prior Authorizations and their status; and
 - f. High performing provider search (accounting for cost and quality).
2. The Contractor must have a separate employer portal to monitor any and all Member status metrics as well as report on all aspects of all programs offered to the Agency's population.
 3. The Contractor must have the ability to integrate with health plans, third party administrators, the Agency's employee HR system, and other benefit vendors as needed.
 4. The Contractor must maintain an accurate provider lookup tool with the following information:
 - a. Plan-specific network status;
 - b. High performing providers;
 - c. Center of Excellence designation;
 - d. Low-cost provider;
 - e. Appointment scheduler; and
 - f. Provider contact information.
 5. The Contractor must improve access to transparency in pricing, and utilization data.
 6. The Contractor must integrate seamlessly with other State benefit programs for coordinated care.
 7. The Contractor's platform must have the ability to have a secure single sign-on from the Agency's intranet (myOhio.gov) to access the Contractor's platform.
 8. The Contractor's platform must have the ability to have a secure single sign-on to all of the Agency's benefit third-party administrators secure platforms.
 9. The Contractor's platform must include employer tools for the Agency, including editable messaging functions for Agency staff.
 10. The Contractor must facilitate a seamless experience across medical and behavioral health touchpoints.

The Offeror must describe in the box below how it will meet or exceed the requirements in Section F. Technology and Integration.

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G. Member Services and Use of Solution

1. The Contractor must have an automated online inquiry tracking system with the ability to provide quarterly reports to the Agency.
2. The Contractor must have a toll-free telephone line available to Members 24 hours per day for claims and customer service questions. In addition, the Contractor must have an interactive voice response system available to Members 24 hours per day.
3. The Contractor's Member service representatives must have online access to the following information:
 - a. Provider listings,
 - b. Employer-specific benefit summaries,
 - c. Enrollment information, and
 - d. Claims information.

The Offeror must describe in the box below how it will meet or exceed the requirements in Section G. Member Services.

H. Reporting and Analytics

1. The Contractor's platform must provide advanced analytics and reporting capabilities on all Contractor and Agency programs, including:
 - a. Utilization metrics;
 - b. Cost savings;
 - c. Member satisfaction;
 - d. Configurable dashboards; and
 - e. Real-time reporting on all programs.
2. The Contractor's platform must have the ability to export data and export report outputs.
3. The Contractor must deliver detailed reporting and analytics tools for TPA oversight.
4. The Contractor must be able to identify and proactively begin outreach to high risk and at-risk Members.
5. The Contractor must identify and breakout Centers of Excellence in outputs from the Contractor's platform.

6. The Contractor must provide the Agency with performance reporting based on various benchmarks (e.g., against clients of similar size and demographics, book of business, cost growth targets, etc.).
7. The Contractor must utilize predictive analytics for care management and stratification of populations.
8. The Agency will set the data exchange deadlines and accuracy requirements during the implementation stage.

The Offeror must describe in the box below how it will meet or exceed the requirements in Section H. Reporting and Analytics.

I. Support and Customer Service

1. The Contractor must have live person-to-person support to assist with all services implemented.
2. The Contractor must provide real-time assistance with benefit navigation and provider referrals for members.
3. The Contractor must coordinate with the Agency's external vendors (e.g., Health, Rx, Behavioral Health, Virta Health, etc.), including benefit education, plan details, warm transfers, etc.
4. The Contractor must have customer service center staff available 24 hours per day and escalation protocols for Agency membership calls, chat, and e-mail contacts.
5. The Contractor must have a non-telephonic path for member assistance (e.g., AI, ML, generated support, live chats or chatbots)
6. The Contractor must adhere to mental health parity compliance and case management support.

The Offeror must describe in the box below how it will meet or exceed the requirements in Section I. Support and Customer Service.

J. Financial Requirements

1. Administrative Services Only Fees to be paid by the Agency must be invoiced on a per employee enrolled in the medical benefit per month basis.
2. The Agency will not pay Administrative Services Only Fees in advance.

3. The Contractor must utilize the State's enrollment counts within the first two weeks of each month, on a consistent mutually agreed upon monthly date, to issue Administrative Services Only Fee invoices to the State.
4. Monthly Administrative Services Only Fees payment terms are net 30 after the Agency receives a proper invoice as described in Part 4 of the Contract.
5. The Contractor must not adjust Agency-owed Administrative Services Only Fees to account for monies owed to the State from the Contractor.
6. The Contractor must establish a Benefits Fund for the Agency as described in Part 2, Section H. The Offeror must describe how the Agency may utilize the Benefits Fund (e.g., direct bill, invoice credits, etc.)

The Offeror must describe in the box below how it will meet or exceed the requirements in Section J. Financial Requirements.

K. OAKS General Interface File and Transfer Requirements

The Contractor must meet the OAKS general interface file and transfer requirements set forth in Exhibit 3 of the Contract, if an enrollment file is required.

The Offeror must describe in the box below how it will meet or exceed the requirements in Section K. OAKS General Interface File and Transfer Requirements.

L. Catastrophic and Pandemic Incident(s)

The Contractor must have contingency plans and procedures in place in the event a catastrophic or pandemic incident(s) occurs that may curtail or impact normal operations of the Contractor in performance of the Work. The Contractor's contingency plans must include plans for providing uninterrupted service, including alternative staffing plans, alternative location plans, and any other method it will utilize to respond to catastrophes or pandemics.

The Offeror must describe in the box below how it will meet or exceed the requirements in Section L. Catastrophic and Pandemic Incident(s).

M. Transition Management

Upon expiration or termination of the Contract, the Contractor must, at no additional expense to the Agency, provide Transition Assistance Services (transitioning out of the Contract) as more specifically set forth in Part 2, Section F, beginning at the notification to Contractor of a new contractor, including the following (in addition to the requirements in Part 2):

1. The Contractor must provide the Transition Assistance Plan required in Part 2 for approval by the Agency no later than 30 days after receipt of request from the Agency,
2. The Contractor must provide the Agency and/or subsequent contractor with reports, enrollment files, and claims history files in a format agreeable to the Agency and/or subsequent contractor no later than 30 days after receipt of the request from the Agency, and
3. The Contractor must not take action that the Agency determines would result in the interruption of care for Members.

The Offeror must describe in the box below how it will meet or exceed the requirements in Section M. Transition Management.

N. Auditing

1. The Contractor must allow the State of Ohio and/or a third-party auditors and/or clinicians to conduct audits for pre-implementation Member claims history lookup, operational, and/or clinical review prior to the go-live date. These audits may be conducted onsite, if necessary.
2. The Contractor must agree to be audited annually, or as needed (e.g., following up on an action plan item from a previous audit, a significant issue is discovered, etc.), on matters related to this Contract (including, eligibility, claims appeal advocacy, customer service (including providing Members accurate information), claims, clinical, operational, service level agreements, etc.) by the Agency or by an entity chosen by the Agency, with at least 60 days notice provided by the Agency to the Contractor before said audit. These audits may be conducted onsite, if necessary.
3. The Contractor must agree to be audited for up to three years on any matters related to this Contract post-termination and/or expiration (including, eligibility, appeals, customer service, clinical, operational, service level agreements, etc.), by the Agency or by an entity chosen by the Agency, with at least 60 days' notice provided by the Agency to the Contractor before said audit. These audits may be conducted onsite, if necessary.
4. In addition to the record keeping requirements set forth in this RFP, the Contractor must maintain all claims records relating to Work performed as required by applicable law. The Contractor must keep such claims records in their original form, or in an alternate form as determined by the Agency.

5. The Contractor must be responsible for its costs, including audit reports, systems access, and space, incurred in connection with an audit by the Agency.
6. The Contractor must require any auditor performing an audit to sign a reasonable confidentiality agreement.
7. The Benefits Fund described in Part 2, Section H may be utilized by the Agency to pay for these audits up to the available amount of the Benefits Fund. Any additional audit costs will not be the responsibility of the Contractor. Notwithstanding the foregoing, if any audit reveals major errors or fraud by the Contractor, the Contractor must pay the cost of the audit or audits that revealed the major errors or fraud and such costs will not be deducted from any available amount in the Benefits Fund.

The Offeror must describe in the box below how it will meet or exceed the requirements in Section N. Auditing.

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O. Data Integration.

1. The Contractor must integrate and share data feeds with the following program contractors:
 - a. Pharmacy benefits;
 - b. Population health management;
 - c. Behavioral health/substance Use;
 - d. Data aggregation;
 - e. Flexible spending accounts (health care only spending accounts);
 - f. COBRA;
 - g. Telehealth services, whether they are specialists' services or other primary care services;
 - h. Health savings accounts;
 - i. Worksite health delivery (such as vaccinations or other services);
 - j. Medical;
 - k. Disease management.

2. The Contractor must provide files as required by the Agency to other contractors associated with management of all State health programs (including medical, pharmacy, behavioral health, population health management, healthcare flexible spending, COBRA, and data warehouse).
3. The Contractor must receive files as required by the Agency from other contractors associated with management of all health programs of the State (including medical, pharmacy, behavioral health, and population health management).
4. The Contractor must coordinate with the State's medical, behavioral health, and prescription drug contractors, to provide integrated tracking of combined Member responsibilities (i.e., deductibles, copays, and out-of-pocket maximums).
 - a. The Contractor must provide, at a minimum, daily reconciliation of plan accumulators with the Agency's medical, behavioral health and prescription drug contractors and must provide any necessary data to facilitate the process.

The Offeror must describe in the box below how it will meet or exceed the requirements in Section O. Data Integration.

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P. Agency Responsibilities

The Agency will be responsible for the following:

1. Coordination and communication with the Contractor to implement and maintain the Work for all Members.
2. Coordination of regular status meetings with the Contractor, and
3. Making an enrollment file available, including terminations, to the Contractor.

Q. Final Plans

All applicable final plans submitted by the Offeror in its Proposal or by the Contractor under the Contract and approved by the Agency become part of this Scope of Work as if fully rewritten herein (e.g., Staffing Plan, Work Plan, Transition Plan, etc.).

Part 2 – Contract-Specific Terms and Conditions

A. Contract Construction and Compensation

1. Terminology

For purposes of this Contract, any references to “Offeror” in the documents that make up this Contract will mean “Contractor” as of the effective date of this Contract.

2. Compensation

In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the Contract (the Fee), plus any other expenses identified as reimbursable in the Contract. In no event will payments under this Contract exceed the “not-to-exceed” amount in the Contract without the prior, written approval of the State and, when required, the Ohio Controlling Board and any other source of funding. The Contractor's right to the Fee is contingent upon the complete and satisfactory performance of the Work or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Work tied to the applicable milestone or period. Payment of the Fee is also contingent on the Contractor delivering a proper invoice and any other documents required by the Contract.

3. Fee Structure

The fee structure under this Contract will be a not-to-exceed unit cost fee structure.

4. Economic Price Adjustment

The Contract prices(s) will remain firm for the initial term of the Contract. Thereafter, the Contractor may submit a request to increase its price(s) to be effective 30 calendar days after acceptance by the State. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from its suppliers; on purchase orders that are already being processed; or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost, e.g., increases in the cost of raw materials, labor, freight, workers' compensation and/or unemployment insurance. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation includes, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify the State immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Part 4 - Standard Terms and Conditions. Suspension/Termination and the Contract Remedies sections.

B. Work and Contract Administration

1. Replacement Personnel

The Contract may contain the names of specific people who will perform the Work. The quality and professional credentials of those people were material factors in the State's decision to enter this Contract. Therefore, the Contractor will use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor will not remove those people from the Work without the prior, written consent of the State, except as provided below.

The Contractor may remove a person listed in the Contract from the Work if doing so is necessary for legal or disciplinary reasons, in the case of the person's resignation, the ceasing of his or her employment with the Contractor, or in the case of a leave of absence due to medical or personal extenuating circumstances. When the unavailability of a listed person becomes known to the Contractor, the Contractor must give the State immediate written notice of the unavailability or removal of the person.

The Contractor must have candidates with equal or better qualifications available to replace any person listed by name in the Contract when needed. The Contractor must submit two resumes of candidates to replace each person removed or who otherwise becomes unavailable, along with such other information as the State may reasonably request, within five business days after the notice.

The State will select one of the two proposed replacements or will reject both within ten business days after the Contractor has submitted the proposed replacements to the State. The State may reject the proposed replacements for any reason.

The Contractor's failure to meet the requirements of this section, which include the specified failures below, will constitute a default:

- a. Failure to provide replacement candidates with equal or better qualifications than the removed or unavailable person;
- b. Failure to provide the notice required under this section; and
- c. Failure to provide two qualified replacement candidates for each removed or unavailable person.

In such a case, the State may seek the remedies available to it under this section or as provided in this Contract.

The State has the right to request the Contractor to remove any person from performing the Work if the State determines that the person has interfered or may interfere with the State's interests of ensuring its operations are carried out in an efficient, professional, legal, and secure manner. In such a case, the request for removal from the State will be considered the required notice under this section, the person requested to be removed by the State will be treated as a person who has become unavailable, and the Contractor will follow the procedures identified above for replacing an unavailable person. This provision also applies to any person engaged by the Contractor's subcontractors.

If the Contractor either removes a person listed in the Proposal from the Work for any reason other than those specified above or does not follow the procedures for removal set forth above, the State may assess liquidated damages in the amount of \$1,800.00 for every day from the date on which the individual was removed to the date the individual's qualified replacement, selected in accordance with the process identified in this section, starts performing on the Work. Should the State assess liquidated

damages or otherwise be entitled to damages under this provision, the State may offset these damages from any fees due to the Contractor under this Contract.

2. Off-Site Work Location

The State requires that the majority of the Work be performed at the Contractor's location(s) in accordance with the requirements of this Contract. However, there may be times that the Contractor is expected to provide resources that will complete Work on-site at Agency offices, such as requirements gathering, user acceptance testing, and other times when Contractor's personnel and any resources that directly interface with the Agency should be on-site to manage the Work.

The Contractor will be responsible for all costs related to securing and maintaining its location(s) for performing the Work, including, but not limited to, hardware and software acquisition and maintenance, leasehold improvements, utilities, telephone service, office equipment, supplies, janitorial services, security, travel of Contractor personnel, storage, transportation, shredding of confidential documents, and insurance. If any Work activities are approved by Agency staff to be performed at a location other than at the primary Work site, the Contractor must provide for toll-free communication from Agency staff to the alternate location. The Contractor must supply all hardware, software, and services for the Contractor's development LAN up to the point of connection to the Agency LAN/WAN. All network hardware and software specifications must be compliant with Agency standards.

The Contractor will be responsible for installing and maintaining data lines for any required access to the Agency network from the Contractor's Work site when Agency staff requests off site work. These lines will terminate at the point of demarcation on the Agency network, to be determined by the Agency network services staff. Agency will provide and maintain data lines from the point of demarcation into the Agency network. Agency staff will provide and maintain the router hardware at the point of demarcation for access to the Agency network. The Contractor's Work site must be configured with a site-to-site VPN service. All Web-based traffic across this VPN must support a minimum of 128-bit encryption using Secure Sockets Layer (SSL). All other traffic across this VPN must support a minimum of AES -256.

All Work documentation must be maintained on an Agency specified website that is accessible by both the Agency staff and the Contractor.

C. Ownership of Deliverables

1. Custom Software

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

2. License in Commercial Material

Commercial Material means anything that has been developed at private expense by the Offeror or a third party, commercially available in the marketplace, subject to intellectual property rights, and readily

copied through duplication on magnetic media, paper, or other media. Examples of Commercial Material include written reports, books, pictures, videos, movies, computer programs, software, and computer source code and documentation. Commercial Material includes Commercial Software (defined below).

Use of any Commercial Material will be governed by the applicable license terms negotiated and accepted by the State. In addition to the license agreement(s) provided in Contractor's Proposal (as negotiated and accepted by the State), if any Commercial Material is added to the Work after Contract award, Contractor must disclose the applicable license agreement(s) or other terms for any additional Commercial Material and assist the State as needed in any negotiation of the license agreement(s) or other terms.

In addition to the license or other terms applicable to the Commercial Material and except for Commercial Material that is software ("Commercial Software" as defined in the next section):

- a. If the Commercial Material is copyrighted and published, the State will have the rights permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor;
- b. If the Commercial Material is patented, the State will have the rights permitted under the Federal patent laws for each copy of the Commercial Material delivered to it by the Contractor; and
- c. If the Commercial Material consists of trade secrets, the State will have the same rights and duties permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor, whether or not the material is copyrighted when delivered to the State, and the State will treat the Commercial Material as confidential. In this regard, the State will assume all obligations with respect to the Commercial Material that the Contractor assumes under the Confidentiality section of this Contract with respect to State Confidential Information.

3. Software Licenses

Commercial Software is software sold in the marketplace in substantial quantities in a substantially unaltered form from one transaction to another and that is maintained through a support program that includes regular updates and new releases. It may also include open source and/or freeware, such as GNU software, if made generally available in the marketplace, even though such does not precisely meet the above definition. It does not include shells, subroutines, and similar stock bits of software that are not made generally available in the marketplace but that the Contractor or others routinely incorporate into otherwise custom work. When applicable, all required Commercial Software and associated warranties or maintenance must be purchased in the State's name and pursuant to terms acceptable to the State. Commercial Software must be the current and supported release version. The Contractor must provide to the State all documentation related to Commercial Software purchases, including invoices, packing slips, license agreements, and other identifying details that may be required for inventory, auditing, and accounting.

The Contractor must provide or arrange for licenses for all Commercial Software required under this Contract. For all Commercial Software, the State requires a license that provides adequate usage rights to meet the State's current needs as identified in this Contract.

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

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

However:

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

4. Hardware

No hardware may be purchased or reimbursed under this Contract.

D. Warranties, Maintenance, and Additional Insurance

1. Software Warranty

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

For Commercial Software licensed from a third party that is incorporated into a Deliverable, and for which the State has not approved a separate license agreement governing that Commercial Software's warranties as part of the RFP process, the Contractor represents and warrants that it has done one of the following things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the State; or (c) fully disclosed in the Proposal any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

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

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

2. Software Maintenance

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

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

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

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

5. Additional Insurance

In addition to the insurance requirements in Part 4 – Standard Terms and Conditions, the Contractor must also procure and maintain for the duration of the Contract, the insurance coverage set forth below.

Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage must be sufficiently broad to respond to the duties and obligations undertaken by Contractor in this Contract and must cover all applicable Contractor personnel or subcontractors who perform professional services related to this Contract.

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

E. Deliverables and Acceptance

1. Submittal of Deliverables

The Contractor must perform its tasks in a timely and professional manner that produces Deliverables that fully meet the Contract's requirements. The Contractor must complete the Work in steps that will result in Deliverables associated with those steps, and the Contractor must provide the required Deliverables no later than the due dates proposed in the RFP or included in the Contractor's Work Plan as approved by the State. At the time of delivery of a written Deliverable, the Contractor must submit an original and one copy of each Deliverable, plus an electronic copy. The Contractor must provide the electronic copy in a file format acceptable to the State. Also, with each Deliverable, the Contractor must submit a deliverable submittal form in a mutually agreed to format, signed by the State's Work Manager.

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

The Contractor must provide all Deliverables to the Agency Representative, who will review (or delegate review of) the materials or documents within a reasonable time after receipt, as specified in the Work Plan.

If the State determines that a Deliverable is not in compliance, the Agency Representative will note the reason for non-compliance on the Deliverable Submittal Form and send the form to the Contractor's

designated personnel. At no expense to the State, the Contractor then must bring the Deliverable into conformance and re-submit it to the Agency Representative within ten business days.

If the State agrees the Deliverable is compliant, the Agency Representative will indicate that by signing the Deliverable Submittal Form and returning a copy of it to the Contractor. In addition, if the Agency Representative or designee determines that the State should make a payment associated with the Deliverable, the Agency Representative will indicate that the payment should be made on the Deliverable Submittal Form.

The Deliverable Submittal Form authorizing payment and the payment itself do not indicate the State has accepted the Deliverables associated with the payment. The State's acceptance of the Deliverables that are part of developing the Work is conditioned on a successful performance test upon completion of the Work.

Status reports are not subject to a review and approval process.

2. Inconsistencies Between Contract and Deliverables

If any terms and conditions incorporated in a Deliverable, or other work product, are in addition to, inconsistent with, or conflict with the Contract, such terms and conditions are excluded and the Contract will prevail.

F. Transition Assistance Services

1. Overview

The Contractor must provide to the State the Transition Assistance Services set forth herein in connection with the termination or expiration of the Contract.

Transition Assistance Services means (a) to the extent requested by the State, the continued performance by Contractor of its obligations under the Contract (including providing the Work which is subject to termination or expiration), and (b) the provisioning of such assistance, cooperation, and information as is reasonably necessary to enable a smooth transition of the applicable Work to the State or its designated third-party provider (Successor). As part of the Transition Assistance Services, Contractor must provide such information as the State may reasonably request relating to the number and function of each of the Contractor personnel performing the Work, and Contractor must make such information available to the Successor designated by the State.

The Contractor must cooperate with the State in its attempts at transferring the Work to another provider in a manner that must not adversely affect the provision of ongoing Work.

2. Responsibilities

Commencing no less than six months prior to expiration of this Contract or on such earlier date as the State may request, or commencing upon a notice of termination or of non-renewal of this Contract, and continuing through the effective date of expiration or, if applicable, of termination of this Contract, Contractor must provide to the State, or at the State's request to the State's designee, the Transition Assistance Services requested by the State to allow the Work to continue without interruption or adverse effect and to facilitate the orderly transfer of the Work to the State or a Successor (including a competitor of Contractor). Contractor must also provide Transition Assistance Services in the event of any partial termination of this Contract (e.g., termination of an element or other component of the Work) by the State, such assistance to commence upon the State's notice of termination to Contractor.

Transition Assistance Services include the following:

- a. The State or the Successor must be permitted, without interference from Contractor, to hire any Contractor personnel primarily performing the Work as of the date of notice of termination, or, in the case of expiration, within the six month period (or longer period requested by the State) prior to expiration. Contractor must waive, and must cause its subcontractors to waive, their rights, if any, under contracts with such personnel restricting the ability of such personnel to be recruited or hired by the State or the Successor. The State or the Successor must have access to such personnel for interviews and recruitment;
- b. In accordance with Part 4 of the Contract, if the State is entitled to a sublicense or other right to use any software owned or licensed by Contractor, Contractor must provide such sublicense or other right;
- c. Contractor must obtain any necessary rights and thereafter make available to the State or the Successor, pursuant to agreed terms and conditions, any third-party services then being utilized by Contractor in the performance of the Work, including services being provided through third-party service or maintenance contracts on equipment and software used to provide the Work. Contractor is entitled to retain the right to utilize any such third-party services in connection with the performance of services for any other Contractor customer;
- d. For a period of up to 12 months following the effective date of termination or expiration of this Contract, at the State's request, Contractor must continue to provide Transition Assistance Services pursuant to the terms and conditions and at the same rates set forth in the Contract;
- e. If the State decides to obtain the Work from another contractor or perform the Work itself and when reasonably requested by the State, Contractor must provide to the State such information and other cooperation regarding performance of the Work as would be reasonably necessary for the State or a third-party to prepare an informed option analysis for such Work, and for the State or a third-party not to be disadvantaged compared to Contractor if Contractor were to be invited by the State to submit a proposal for further performance of the Work; and
- f. Contractor must provide to the State an inventory of resources (or resource full time equivalents) then performing the Work to assist the State in determining the appropriate resourcing and skill model required for the State or a State contracted third-party to assume the Work after Contract termination or expiration. This resource inventory must include (at a minimum); full or part-time equivalent resource models; skill and experience levels; education or technical skill certification levels required; and other mutually agreeable and pertinent information for the State to assemble or source the capabilities to perform the Work. The State does not require names of individuals as part of fulfilling this requirement.

In addition to the requirements in this section, in the event of a transfer of Work back to the State and at the State's sole discretion, Contractor must design and implement a training program to State employees designed to convey operational and technical knowledge associated with the ongoing operation of the Work, conduct knowledge and documentation transfers for the then-current operational processes and tasks, and work to ensure an overall continuity of Work until such time as State employees can reasonably perform the roles in keeping with service levels and other operational quality, timeliness and accuracy considerations associated with the delivery of the Work. These services must be priced utilizing the rate card and as approved by the State.

Contractor acknowledges that, in the event it breaches (or threatens to breach) its obligation to provide the Transition Assistance Services required in this section, the State may be irreparably harmed. In such a circumstance, the State may proceed directly to court. If a court of competent jurisdiction should

find that Contractor has breached (or threatened to breach) any such obligations, Contractor agrees that, without any additional findings of irreparable injury or other conditions to injunctive relief (including the posting of bond), it must not oppose the entry of an appropriate order compelling performance by Contractor and restraining it from any further breaches (or threatened breaches).

3. Transition Assistance Standards

The terminated or expired Work must be transferred to the State or its Successor(s) in an efficient and orderly manner.

The impact on the State's business (including its personnel and customers) and the internal and third-party costs incurred by the State in transferring the terminated Work must be acceptable to the State under the circumstances.

The terminated Work continues to be performed by the Contractor without disruption or deterioration until the transfer has occurred: (i) consistent with the terms and conditions of this Contract, or (ii) as otherwise approved by the State in an amendment to this Contract.

4. Transition Assistance Plan

If Transition Assistance Services are requested by the State, the Contractor must provide a Transition Assistance Plan to the State. The contents of Transition Assistance Plan must include, unless otherwise agreed, the services, functions, and activities defined below:

- a. Documentation of existing and planned Work and support activities;
- b. Identification of the Work and related positions or functions that require transition and a schedule, plan and procedures for the State or the Successor assuming or reassuming the responsibilities;
- c. Description of actions to be taken by Contractor in performing the Transition Assistance Services;
- d. Description of how the transfer of (i) relevant information regarding the Work, (ii) resources (if any), (iii) operations, and (iv) contracts (if any) may be achieved;
- e. Description in detail of any dependencies necessary for Contractor to perform the Transition Assistance Services (including an estimate of the specific Contractor staffing required);
- f. Inventory of documentation and work products required to facilitate the termination and transition of responsibilities;
- g. Assist the State in the identification of significant potential risk factors relating to the termination and transition and in designing plans and contingencies to mitigate the risk;
- h. Set out the timeline for the transfer of each component of the terminated Work (including key milestones to track the progress of the transfer); and
- i. Define a schedule and plan for the Contractor's return to the State of (i) the State Work locations then occupied by Contractor (if any), and (ii) the State Confidential Information, State Data, documents, records, files, tapes, and disks in Contractor's possession.

5. Transition Management Team

Contractor must provide a senior project manager responsible for Contractor's overall performance of the Transition Assistance Services that will be the primary point of contact for the State with respect to the Transition Assistance Services.

The State must appoint a senior project manager to be the primary point of contact for the Contractor during the Transition Assistance Services period. Additionally, the State may appoint a Transformation Team that would be responsible for the review of the Work to facilitate an orderly termination and transition of Work.

6. Operational Transfer

Contractor must perform the activities reasonably required to affect a smooth and orderly transfer of operational responsibility for the transitioned Work, including the following:

- a. Facilitating access to the State source code, object code, object and production libraries, reference files, field descriptions, record layouts and technical specifications, along with run documentation for the State software then in Contractor's possession including tools, scripts, Run Books, production schedules and procedures as required to support the applications which may be used in training, knowledge transfer, sizing assessments, operational reviews and other uses required by the State at the time of termination;
- b. Cooperating with the Successor(s) in conducting migration testing;
- c. Providing the State-owned documents and information related to the functionality, program code, data model and data base structure, and access methods for the Work and manual and automated processes used for the State, within the possession or control of Contractor, and reviewing such processes, documents and information with the Successor as reasonably requested;
- d. Cooperating with the State's test plans, back out procedures, and contingency plans as part of the migration of terminated Work; and
- e. After the transfer of the terminated Work to the State, the Successor, or both, providing additional assistance as reasonably requested by the State to facilitate continuity of operations, through the end of the Transition Assistance Services period.

G. Additional Data Security and Privacy Terms

In addition to the Data Security and Privacy Terms in Part 4, the Contractor must comply with the additional data security and privacy terms set forth below.

1. Contractor Access

When the Contractor accesses State network systems, data, and facilities, including remotely, the Contractor must maintain a robust security capability that incorporates generally recognized system hardening techniques. The Contractor must use appropriate measures to ensure that Contract Data is secure before transferring control of any systems or media on which Contract Data is stored. The method of securing the Contract Data must be in alignment with the required data classification. The Contractor must not permit Contract Data to be loaded onto portable computing or storage devices, such as thumb drives. The Contractor must use multifactor authentication to limit access to systems that contain Contract Data.

The Contractor must also maintain an accurate inventory of all such devices and the individuals to whom they are assigned. The Contractor must have reporting requirements for lost or stolen portable computing devices authorized for use with Contract Data and must report any loss or theft of such devices containing Contract Data to the State in writing as defined in Section 7 of the Data Security and Privacy Terms in Part 4.

2. HIPAA Compliance

When the Contractor is handling Contract Data that includes protected health information within the scope 45 C.F.R. Part 164, the security and privacy rules of Health Insurance Portability and Accountability Act (HIPAA), the Contractor must comply with the data handling and privacy requirements of HIPAA and its associated regulations. Additionally, some or all of the Contract Data may be client identifying information covered by 42 C.F.R. Part 2. Contractor may only disclose such client identifying information back to the State and is bound in all respects by the regulations of 42 C.F.R. Part 2. If required, the Contractor must execute a business associate agreement with the State when handling protected health information.

H. Benefits Fund

The Contractor must provide a "Benefits Fund", which are funds and/or credits in the amount of at least \$250,000 for the Agency to use over the course of the initial Contract period to pay for goods and/or services related to the management and administration of this benefit. The Contractor must rollover the Benefits Fund balance for each renewal period. The Contractor must replenish the Benefits Fund to \$85,000 in the event the Benefits Fund balance falls below \$85,000 at the start of a Plan Year during a renewal period. These goods and services may be provided by the Contractor and/or a third-party selected by the Agency. The Benefits Fund can be utilized for the following:

1. Any audit relating to the Work under this Contract, as specified in Scope of Work section N
2. Benefit Communications
3. Ad-hoc reporting
4. Any other program cost mutually agreed to by the Contractor and Agency.

I. Service Level Agreements

This Contract includes minimum Service Level Agreements (SLAs) that will be used to monitor and manage the Contractor's performance of the Work. The Contractor may supplement the minimum SLAs with additional SLAs that are generally applicable to its other customers only if the additional parameters are not addressed in, or are more stringent than, the minimum SLAs set forth in this Contract. The Performance Standard Measurements in the SLAs below are based on the Contractor's performance on this Contract, not the Contractor's book of business. Modifications to the SLAs may only be made by written agreement of the State and the Contractor.

Both the State and Contractor recognize and agree that new categories of service levels and performance specifications may be added during the term of the Contract as business, organizational objectives and technological changes permit and require.

5. Performance Credits

The individual SLAs are linked to Performance Credits to incentivize Contractor performance. Performance Credits are, in the event of a failure to provide the Work in accordance with the SLAs, the resulting financial credits owed to the Agency by Contractor. The Contractor must remit payment of any owed Performance Credits within 30 days after the final quarterly meeting (described below) of the fiscal year. The Performance Credits available to the Agency under this Contract do not constitute the Agency's or the State's exclusive remedy to resolving issues related to the Contractor's performance.

6. Fees at Risk

The Contractor agrees that in each quarter of the Contract, up to 45% of the Administrative Services Only Fee set forth in Part 5 for the Work will be the "Fees at Risk" for failure to meet the Service Levels set forth in the Contract.

7. SLA Measurement and Reporting

SLAs will be measured quarterly. On a standard quarterly basis (January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31), the Contractor must provide a written report (the Quarterly Service Level Report) to the State that includes the following information: (i) the Contractor's quantitative performance for each Service Level; (ii) the amount of any quarterly Performance Credit for each Service Level; (iii) the year-to-date total Performance Credit balance for each Service Level and overall; and (iv) a corrective active plan for each failure to meet an SLA. The Agency and the Contractor must review the Quarterly Service Level Reports in quarterly meetings and mutually agree upon a method to reconcile differences in performance guarantee measurements.

Should a Service Level not apply for a reporting period (as approved by the State), the Quarterly Service Level Report must reflect this and indicate "not applicable this period" for the applicable service levels.

The Quarterly Service Level Report is due no later than 30 days after each quarter end for the previous quarter's SL reporting. If the Contractor fails to timely provide the Quarterly Service Level Report to the State, the Contractor's performance for all Service Levels may be considered not met for that reporting period. If the Contractor fails to report performance for any specific SL, the State may consider the applicable SLs to be not met for that reporting period.

8. Service Level Exemptions

The Contractor will not be liable for any failure to meet a service level caused by circumstances beyond its control pursuant to Part 4, section VI(E), Force Majeure (Excusable Delay), and that could not be avoided or mitigated through the exercise of prudence and ordinary care, provided that the Contractor complies with the requirements of Part 4, section VI(E), takes all steps to minimize the effect of such circumstances, and resumes its performance of the Work in accordance with the SLAs as soon as possible.

9. Specific Service Level Commitments

The Contractor must comply with the following SLAs.

SLA #	Description and Calculation	Performance Standard Measurement	Performance Credit
1.	The Contractor met all dates and Deliverables in the final, approved implementation plan.	100%	100% of implementation fees

2.	The average speed to answer customer calls by a live representative.	All calls must be answered within 20 seconds.	1.5% of the Fees at Risk
3.	Member complaint resolution.	100% of Member complaints are acknowledged in writing by the Contractor within 24 hours of receipt. 90% of Member complaints must be resolved within 15 business days and 100% of the complaints must be resolved within 30 calendar days of receipt.	3% of the Fees at Risk
4.	First call resolution - percentage of calls closed on the same day they are received with no return call for the same reason by the same individual within 30 calendar days. Calculation: The number of calls closed on the same day with no return call divided by the total number of calls received.	A minimum of 93%	3% of the Fees at Risk
5.	Open issue resolution time - percentage of open inquiries completed within the stated number of days (either three or seven business days) from initial receipt date to resolution date. Calculation: The number of inquiries completed within the stated number of days divided by the total number of inquiries received.	A minimum of 97% within three business days; and 99% within seven business days.	3% of the Fees at Risk
6.	Annual account management survey - The Agency will base the score on the account management team's performance utilizing a survey to be developed and agreed upon after Contract award. Calculation: Average score of all survey responses.	Minimum score of 4.0 (on a 5.0- point scale).	5% of the Fees at Risk
7.	Web portal availability - The Contractor must ensure each portal (employee and employer) is available 99.9% of the time (excluding scheduled down time). Calculation: The number of minutes of unavailability of each portal (excluding scheduled down time) divided by the total number of minutes of required availability.	99.9%	2% of the Fees at Risk
8.	Engagement - A Member's continued use of the Contractor's solution. Calculation: The number of Members who continue to use the solution within 180 days of a prior	A minimum of 50%	3% of the Fees at Risk

	interaction divided by the total number of Members with an interaction with the solution.		
9.	Engagement – Members who accumulate \$25,000 or more of paid medical claims must have at least one successful interaction with the solution or with a Contractor live support representative. Calculation: The number of Members with \$25,000 or more of paid medical claims who had at least one successful interaction with the solution or live customer service representative divided by the total number of Members with \$25,000 or more of paid medical claims.	A minimum of 85%	2% of the Fees at Risk
10.	Health outcomes – Reduction in avoidable Emergency Room (E.R.) visits or inpatient admissions. Definitions: 1. Avoidable E.R. Visits: Visits that could have been managed in a primary care or outpatient setting. 2. Avoidable Admissions: Hospitalizations that could have been prevented through timely and effective outpatient care or chronic disease management. Calculations: 1. Baseline Avoidable E.R. Visit Rate = $(\text{Number of avoidable E.R. visits} / \text{Total E.R. visits}) \times 100$ 2. Baseline Avoidable Admission Rate = $(\text{Number of avoidable admissions} / \text{Total admissions}) \times 100$ 3. Reduction Calculation: Reduction (%) = $((\text{Baseline Rate} - \text{Post-Intervention Rate}) / \text{Baseline Rate}) \times 100$	A minimum of 2%	2% of the Fees at Risk
11.	ROI and cost savings – Reducing Member hospital readmissions, including E.R. visits. Calculations: 1. Readmission Rate = $(\text{Number of readmissions within 30 days} / \text{Total discharges}) \times 100$ 2. E.R. Visit Rate = $(\text{Number of E.R. visits within 30 days} / \text{Total discharges}) \times 100$ 3. % Reduction = $((\text{Baseline Rate} - \text{Post-Intervention Rate}) / \text{Baseline Rate}) \times 100$	A minimum of 2%	2% of the Fees at Risk
12.	ROI and cost savings – Minimum Member utilization of appropriate sites of care.	A minimum of 2%	1.5% of the Fees at Risk

	Calculation: Samples of optimal sites of care are primary care providers, urgent care providers, telehealth services, specialty outpatient clinics and home health services. Samples of less optimal sites of care are emergency departments and inpatient hospitalizations Calculate utilization rates per 1,000 Members for each site type. Compare pre- and post-intervention periods to assess change.		
13.	Data sharing – Timeliness and accuracy of data exchanges to the Agency. Calculations: 8. Eligibility file - A standard file structure, transfer protocol, and schedule of transfers (e.g., monthly) will be mutually agreed upon, if required. The Contractor's loading deadline is two business days after the scheduled receipt date. The cut-off time for all business days is 6 PM ET. Conditions: Files received late but within two business days of the scheduled receipt date will add two business days to the loading deadline. Files received more than two business days late or delays due to issues outside of the Contractor's control are not subject to penalty. Any eligibility file submission that does not adhere to the mutually agreed structure and protocols is not subject to penalty. 9. The standard reports – The Contractor must provide Quarterly Business Review reporting no later than 15 calendar days after the prior quarter. Reports due on a weekend or holiday must be produced by the Contractor on the next business day.	98% of automated eligibility files with valid records and in agreed upon file specifications will be loaded within 2 business days of receipt. Standard reports will be delivered within 15 days after the end of the month.	1% of the Fees at Risk
14.	Member satisfaction – Surveyed satisfaction from Members. Decreasing complaint rates and grievance resolution turnaround times.	The Contractor must achieve a member net promoter score (NPS) score of 80 or higher. Requirements:	1% of the Fees at Risk

	Calculation: NPS survey asks "On a scale of zero to ten, how likely are you to recommend the product to a friend?" 80% of respondents will respond with an eight or higher.	• A minimum of 80 survey responses available on the NPS Survey • If 80 survey responses are not received, the Contractor will achieve an average Member satisfaction score of eight or higher (scale of one to 10), provided that a minimum of 15 survey responses are available.	
15.	Cost trends – Demonstrable reductions in claim costs over time of the quarter/year/Contract. The ROI for each Reporting Period will meet or exceed the following targets: 1.5:1 in Year 1, 2:1 in Year 2, 2.5:1 in Year 3. Calculation: ROI is calculated as gross savings divided by appropriate PEPM fees. Assumes the Contractor's standard savings methodologies based on applicable claims, behavior change, and other data.		100% of the Fees at Risk

Part 3 – RFP-Specific Terms and Conditions

A. Scope of Work

The Contractor must fully identify, describe, and document all Deliverables that are a part of the Work. Unless expressly excluded elsewhere in the Contract, all hardware, software, supplies, and other required components (such as documentation, conversion, training, and maintenance) necessary for the Work to be complete and useful to the State are included in the Work and cost proposal.

The Contractor will perform the Work in a professional, timely, and efficient manner and will provide the Deliverables in a proper fashion. The Contractor will also furnish its own support staff necessary for the satisfactory performance of the Work.

The Contractor will consult with the appropriate Agency Representative and others necessary to ensure a thorough understanding of the Work and satisfactory performance. The State may give instructions to or make requests of the Contractor relating to the Work. The Contractor will comply with those instructions and fulfill those requests in a timely and professional manner. Those instructions and requests will be for the sole purpose of ensuring satisfactory completion of the Work and will not amend or alter the scope of the Work. Any amendments or alterations to the Work must be by written amendment in accordance with Parts 2, through 4 of the Contract.

B. Other Contractors

The State may hold other contracts for additional or related work. The Contractor must fully cooperate with all other contractors and State employees, and coordinate its work with such other contractors and State employees as may be required for the smooth and efficient operation of all related or additional work. The Contractor may not act in any way that may unreasonably interfere with the work of any other contractors or the State's employees. Additionally, the Contractor must include the obligations of this provision in all contracts with its subcontractors that perform the Work.

C. Representatives

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

The Contractor's representative under this Contract will be identified in the Contract. The designated representative will be the Contractor's liaison with the State under this Contract. The representative also will conduct all Work meetings and prepare and submit to the Agency Representative all reports, plans, and other materials that the Contract requires from the Contractor.

Either party, upon written notice to the other party, may designate another representative. However, the Contractor may not replace the designated representative without the approval of the State if that person is identified in the Contract by name or as key Work personnel.

D. Work Responsibilities

The State will be responsible for providing only those things expressly identified, if any, in the Contract. If the State has agreed to provide facilities or equipment, the Contractor, by signing this Contract, warrants

that the Contractor has either inspected the facilities and/or equipment or has voluntarily waived an inspection and will work with the equipment and/or facilities on an “as is” basis.

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

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

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

E. Delay

The State may also have certain obligations to meet. Those obligations, if any, are also listed in this Contract. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in this Contract is due to the State's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the State's failure to perform will be extended by the same amount of time as the State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted all professional management skill to avoid an extension and has given the State meaningful written notice of the State's failure to meet its obligations within five business days of the Contractor's realization that the State's delay will impact the Work. The notice to the State must be directed at making the State aware of its delay and the impact of its delay. It must be sent to the Agency Representative and the State procurement contact for this Contract. Remedies resulting from the State's delay will be at the State's discretion.

Unless the State decides, in its sole and exclusive judgment, that an equitable adjustment in the Contractor's Fee is warranted in the case of an extended delay, an extension of the Contractor's time to perform will be the Contractor's exclusive remedy for the State's delay. Should the State determine that an equitable adjustment in the Contractor's Fee is warranted, the equitable adjustment will be handled as a Change Order under the Changes to Scope of Work Section of this Contract below, and the extension of time and equitable adjustment will be the exclusive remedies of the Contractor for the State's delay.

F. Changes to Scope of Work

The State may make reasonable changes within the general scope of the Work. The State will do so by issuing a written order under this Contract describing the nature of the change (Change Order) in the format prescribed by the State. Additionally, if the State provides directions or makes requests of the Contractor without a Change Order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Work, the Contractor will have the right to request a Change Order from the State. All Change Orders must be completed using the State's Change Request Form and will not be effective until incorporated into this Contract via written amendment. Scope of Work changes will be managed as follows: (i) pricing for the change will be provided by the Contractor; (ii) the State will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change as well as any equitable adjustments that need to be made to the Contractor's Fee or the performance schedule for the

Work; (iii) within five business days after receiving the Change Order, the Contractor will sign it to signify agreement; and (iv) the Change Order is incorporated into this Contract via written amendment.

In no event will the State be responsible for any increase in the Fee or revision to any delivery schedule unless the relevant change was specifically ordered in writing by the State and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Work, as changed.

If the State and the Contractor are unable to agree on an equitable adjustment to Contractor's Fee, and the Contractor seeks an equitable adjustment in its Fee, the Contractor must submit its actual costs for materials needed for the change (or estimated amount if the precise amount of materials cannot be determined) and an estimate of the hours of labor required to do the work under the Change Order. The Contractor must break down the hours of labor by employee position for each employee involved in the change. The total amount of the equitable adjustment for the Change Order will be made based on the actual cost of materials (or estimated materials) and number of hours worked using the rate card in the cost proposal. The calculated amount will be the not-to-exceed amount of the Change Order. If the change involves removing a requirement from the Work or replacing one part of the Work with the change, the State will receive a credit for the Work no longer required under the original scope of Work. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the not-to-exceed amount will be reduced by this credit.

The Contractor is responsible for coordinating changes with its subcontractors and adjusting their compensation and performance schedule. The State will not pay any subcontractor for the Change Order. If a subcontractor will perform any Work under a Change Order, that Work must be included in the Contractor's not-to-exceed amount for the Change Order.

The required format for any Change Requests under this Contract is included in Part 3, Section G below.

Approved and signed Change Requests must be added to the Contract through an amendment as described in Part 4 - Standard Terms and Conditions, Contract Amendments/Waiver section.

G. Change Request Format

All Change Requests under this Contract must utilize the Contract Change Request Form located at https://procure.ohio.gov/static/pdf/StateLocalAgencies/Resources_Forms/CR%20template%208-22-23.docx, be approved by both the Contractor and the Agency, and be incorporated into the Contract through a written amendment.

H. Bill to Address

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

I. Reimbursable Expenses

There are no reimbursable expenses permitted under this Contract.

Part 4 – Standard Terms and Conditions

The Standard Terms and Conditions applicable to this Contract are found at the following link:

https://dam.assets.ohio.gov/image/upload/v1779393430/procure.ohio.gov/TCond/Standard_T_C_5-22-26.pdf

Part 5 – Cost Proposal

The Cost Proposal Form, SRC0000040927 Cost Proposal, as fully negotiated and mutually agreed upon between the parties, is incorporated into this Contract by reference as if fully rewritten herein.

Part 6 – Mutually Agreed Upon Changes

The fully negotiated and agreed upon final version of the proposed exceptions or changes will be set forth in this Part 6 and become part of the Contract.

Part 7 – Required Forms

This part includes the forms described in Section 4, subsection B(1)(a), Required Forms, above and includes the following forms:

- Form 7a – Offeror Certification Form
- Form 7b – Offeror Registration Form
- Form 7c – Independent Contractor Acknowledgement Form
- Form 7d – Subcontractor Utilization Form
- Form 7e – Offeror Profile form
- Form 7f – Offeror Prior Project Experience and Qualifications Form
- Form 7g – Affirmation and Disclosure Form
- Form 7h–Preference Certification Form
- Form 7i – Candidate Information, Education, and Training Form
- Form 7j – Candidate Experience Requirement Form
- Form 7k – Offeror Redaction Justification Form
- Form 7l – Proposed Pre-Existing Materials and Commercial Software Form
- Form 7m – Offeror Proposed Exceptions and Assumptions
- Form 7n – Mandatory Requirements Form
- Form 7o – Data Breach Disclosure Form

FORM 7a
OFFEROR CERTIFICATION FORM

The Offeror certifies that its responses to the following statements are true and accurate. The Offeror's answers apply to the last seven years. Please indicate yes or no in each column.

	Yes/No	Description
1.		Offeror has had a contract terminated for default or cause.
2.		Offeror has been assessed any penalties in excess of \$50,000.00, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity).
3.		Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.
4.		Offeror has had the trading of its stock suspended.
5.		Offeror, any officer of the Offeror, or any owner of a 20% interest or greater in the Offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
6.		Offeror, any officer of the Offeror, or any owner with a 20% interest or greater in the Offeror has been convicted of a felony or is currently under indictment on any felony charge.
7.		Offeror is, or will become, subject to an unresolved finding for recovery under R.C. Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying DAS of such finding.
8.		Offeror has made political contributions that exceed the limits of R.C. Chapter 3517. Refer to the Political Contributions paragraph in Part 4 – Standard Terms and Conditions.
9.		Offeror and/or an individual employed by the Offeror and/or any subcontractors has been debarred from contracting with any governmental entity.
10.		Offeror is currently or may be subject to litigation, administrative or regulatory proceedings, investigations, or similar matters.
11.		Offeror or any of the Offeror's owners, officers, trustees, board members, subcontractors, agents, or partners have been convicted of a crime involving moral turpitude or found guilty of fraud or misrepresentation in any manner.
12.		Offeror will comply with all Federal and Ohio (Ohio Revised Code) Laws and Rules of the Ohio Administrative Code as those law and rules are currently enacted and promulgated, and as they may subsequently be amended and adopted.
13.		The Offeror will remain in compliance with R.C. Chapter 3517 for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract.
14.		Offeror and its subcontractors' personnel provided for the Work will have a valid I-9 form on file with the Offeror or subcontractor, as appropriate, and will have presented valid employment authorization documents, if they are not United States citizens.
15.		Offeror has obtained a written acknowledgement from its independent contractors that they are separate and independent enterprises from the State of Ohio, the Department of Administrative Services, and the Agency for all purposes including the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contributions Act, the provisions of the Internal Revenue Code, Ohio tax law, worker's compensation law and unemployment insurance law.
16.		Offeror is an Ohio company properly registered with the Ohio Secretary of State.
17.		Offeror is a foreign corporation, not incorporated under the laws of the State of Ohio, but is registered with the Ohio Secretary of State pursuant to R.C. 1703.02 to 1703.31, as applicable.
18.		Offeror is a business entity and will not submit the Independent Contractor Acknowledgement Form.

If any answer to items 1- 11 above is affirmative, the Offeror must provide complete details about the matter. While an affirmative answer to any of these items may not automatically disqualify an Offeror from consideration, at the sole discretion of the State, such an answer and a review of the background details

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

Potential Conflicts (by person or entity affected)	

The State may reject a Proposal in which an actual or apparent conflict is disclosed. The State may cancel or terminate the Contract for cause if it discovers the Contractor has any actual or apparent conflict of interest.

State of Ohio, Department of Administrative Services
Healthcare Navigation Services – RFP #SRC0000040927
On behalf of the Department of Administrative Services
RFP Version 6/1/25

FORM 7b
OFFEROR REGISTRATION FORM

To register to do business in Ohio and to access supplier forms, click here:
<https://ohiopays.ohio.gov/getting-started/02-how-to-register/02-how-to-register>.

FORM 7c
INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT FORM

The current version of the Independent Contractor Acknowledgement Form is available at:
<https://www.opers.org/forms-archive/PEDACKN-Non-Member-Acknowledgment.pdf>.

FORM 7d
SUBCONTRACTOR UTILIZATION FORM

(Form must be reproduced on subcontractor's letterhead and signed by a person authorized to legally bind the subcontractor)

Name of Company
Work to be Performed

Contact Person
Address
Phone
Fax
Email

Principal Place of Business
Legal Status
FEIN
Ohio MBE/EDGE Status

The undersigned subcontractor has read and understands the RFP, will comply with the RFP requirements, and commits to do the Work if the Offeror is selected. Additionally, the undersigned subcontractor will maintain any permits, licenses, and certifications required to perform the Work.

Signature

Date

Title

**FORM 7e
OFFEROR PROFILE FORM**

Offeror's Full Legal Name:	Address:	
Contact Person Name:	Contact Person Phone Number:	Contact Person E-mail Address:
Home Office Location:	Date Established:	Ownership (e.g., corporate officers or partners):
Number of Employees:	Offeror Business Type (e.g., public corporation, partnership, subsidiary, etc.):	
Contract Signatory Name:	Contract Signatory Email Address:	
Provide the information described in Section 4(B)(1) of the RFP.		
Describe Offeror's financial stability.		

FORM 7f
OFFEROR PRIOR PROJECT EXPERIENCE AND QUALIFICATIONS FORM

Offeror Name:	Project Name
---------------	--------------

The Offeror must have experience successfully completing a project similar in size, scope, and complexity to the Work described in this RFP.

Client Name:	Contact Name: (Indicate Primary or Alternate) Contact Title:
Client Address:	Contact Phone Number: Contact Email Address: Beginning Date of Project: / Ending Date of Project: Month/Year Month/Year
[intentionally left blank]	Type of client (Check One): ___Federal ___Local ___State ___other governmental entity ___Institution of Higher Education ___Fortune 500 ___Global Fortune 500 ___Other:

Describe how the project identified above shows the Offeror's experience, capability, and capacity to meet the requirements and achieve the milestones for this RFP.

FORM 7g
AFFIRMATION AND DISCLOSURE FORM

The current version of the Affirmation and Disclosure Form is available at:

https://dam.assets.ohio.gov/image/upload/procure.ohio.gov/pdf/StateLocalAgencies/Resources_Forms/Affirmation_and_Disclosure_Form_fillable_form.pdf

FORM 7h
PREFERENCE CERTIFICATION FORM

The current version of the Preference Certification Form is available at:

https://dam.assets.ohio.gov/image/upload/procure.ohio.gov/pdf/StateLocalAgencies/Resources_Forms/Preference%20Certification%20Statements%207.23.pdf

FORM 7i
CANDIDATE INFORMATION, EDUCATION, AND TRAINING FORM

This section must be completed to list the education and training of the candidate.

Name of Candidate: _____

Education

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

Training

Name	Number	Year Obtained; Years Maintained
Licenses		
Certifications		

FORM 7j
CANDIDATE EXPERIENCE REQUIREMENT FORM

The Offeror must use and fully complete this form for each proposed candidate referenced. When needed, the form must be recreated electronically, and all fields and formats must be retained. Failure to complete the form accurately may lead to rejection of the Proposal.

The State reserves the right to request additional information, including resumes, for proposed candidates. Proposed candidates who do not meet the requirements of the position for which the candidate has been proposed may lead to rejection of the Proposal.

Name of Candidate: _____

Proposed Position of Candidate: _____

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

FORM 7k
OFFEROR REDACTION JUSTIFICATION FORM

<i>An Offeror must use this chart to describe each proposed redaction. If the State takes issue with any proposed redaction, the State will contact the Offeror for clarification or revision. The Offeror may withdraw its Proposal at any time prior to the award of the Contract.</i>	
Document Title and Page Number	Legal basis for each redaction and summary of specific facts supporting the legal basis for each redaction.

Offeror Guidance for Proposal Redactions

The Ohio Public Records Act is intended to be liberally construed “to ensure that governmental records be open and made available to the public...subject to only a few very limited and narrow exceptions.” *State ex rel. Williams v. Cleveland* (1992), 64 Ohio St.3d 544, 549, 597 N.E.2d 147, 151. The State provides this guidance to help an Offeror identify and document material in its Proposal that the Offeror considers exempt from disclosure pursuant to the Ohio Public Records Act, as set forth in the Request for Proposal. The two most cited reasons for Proposal redactions by Offerors are personal information and trade secrets.

Personal information is defined in R.C. 149.45(A)(1). Any information redacted by an Offeror based on this provision must be one of the following:

1. An individual's social security number;
2. An individual's state or federal tax identification number;
3. An individual's driver's license number or state identification number;
4. An individual's checking account number, savings account number, credit card number, or debit card number; or
5. An individual's demand deposit account number, money market account number, mutual fund account number, or any other financial or medical account number.

Trade secret is defined in R.C. 1333.61(D) as:

information, including the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, pattern, compilation, program device, method, technique, or improvement, or any business information or plans, financial information, or listing of names, addresses, or telephone numbers that satisfies both of the following: (1) It derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and (2) It is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

Additionally, the Ohio Supreme Court utilizes the following factors when analyzing a trade secret claim: (1) the extent to which the information is known outside the business; (2) the extent to which it is known to those inside the business, i.e., by employees; (3) the precautions taken by the holder of the trade secret to guard the secrecy of the information; (4) the savings effected and the value to the holder in having the information as against competitors; (5) the amount of effort or money expended in obtaining and developing the information; and (6) the amount of time and expense it would take for others to acquire and duplicate the information. *State ex rel. Besser v. Ohio State Univ.*, 89 Ohio St.3d 396, 399-400 (2000).

The Offeror – not the State – bears the burden of identifying and demonstrating that the material is included in categories of protected information under the Ohio Public Records Act. *Id.* at 5.

FORM 71
PROPOSED PRE-EXISTING MATERIALS AND COMMERCIAL SOFTWARE FORM

<i>An Offeror must use this chart to list each proposed pre-existing material and commercial software.</i>	
Pre-Existing Material	Description
Commercial Software	Description

FORM 7m
OFFEROR PROPOSED EXCEPTIONS AND ASSUMPTIONS

If the Offeror has any exceptions or proposed changes to the technical requirements and/or the terms and conditions of this RFP, the Offeror must include an itemized listing of any such exceptions and proposed changes in its Proposal utilizing the table below and pursuant to the instructions in Section 4. The fully negotiated and agreed upon final version of the changes below will become part of the Contract as Part 6, Mutually Agreed Upon Changes. If the Offeror made any assumptions in preparing its Proposal, the Offeror must also include a comprehensive list of any such assumptions in the second table below and pursuant to the instructions in Section 4.

Please note, as documented in Section 3, subsection H, Exceptions, the State may reject any Proposal if the Offeror takes exception to the terms and conditions of this RFP or includes unacceptable assumptions or conditions in its Proposal. Exceptions, proposed changes, and assumptions submitted in this form of an Offeror's Proposal are not considered approved by the State.

The Offeror must identify below any exceptions or proposed changes to the requirements and/or terms and conditions of this RFP and indicate in the "Offeror's Proposed Change" column whether the language is requested to be revised or removed entirely. The Offeror must also provide its exceptions and proposed changes, if any, in a redlined format in its Proposal. If the below table is left blank, the State will assume that the Offeror does not have any exceptions or proposed changes to the RFP.

Exceptions and Proposed Changes

#	Section	Current Language	Offeror's Proposed Change	Rationale of Proposed Change
1	Example: Part 2, E.1. Submittal of Deliverables	At no expense to the State, the Contractor then must bring the Deliverable into conformance and re-submit it to the Agency Representative within ten business days.	Change "ten business days" to "fifteen business days"	The way our testing and compliance process is structured, an additional week may be necessary to bring a deliverable into compliance.

The Offeror must describe below any assumptions made by the Offeror in preparing its Proposal, if any. Offerors should not include assumptions elsewhere in their Proposals. If the table below is left blank, the State will assume that the Offeror did not make any assumptions in preparing its Proposal.

Assumptions

#	Applicable Section	Assumption
1	Example: Part 2, E.1. Submittal of Deliverables	Contractor assumes all Deliverables will be submitted electronically.

FORM 7n
MANDATORY REQUIREMENTS FORM

MANDATORY REQUIREMENT:

The Offeror must have provided healthcare navigation services to at least one public sector self-insured employer within the past five years with at least 25,000 covered lives in the following areas: medical, behavioral health, and pharmacy.

Offeror's Response to Mandatory Requirement:

Offeror must respond to all questions below as the components of this Mandatory Requirement.

Respond "Yes" or "No" to the following:

1. The Offeror has provided healthcare navigation services to at least one public sector self-insured employer within the past five years: _____
2. The public sector self-insured employer had at least 25,000 covered lives: _____
3. The healthcare navigation services were provided in the following areas: medical, behavioral health, and pharmacy: _____

Offeror Narrative (Offeror must substantiate the "Yes" responses and other information above on this form by providing a detailed narrative clearly demonstrating how the Offeror meets this Mandatory Requirement):

FORM 7o
DATA BREACH DISCLOSURE FORM

The Offeror must provide a complete list of every data breach it has experienced over the past five years. This list must include data breaches for every entity that could have access to State data under this agreement, including subcontractors. For each disclosure, the Offeror must include the applicable dates, the nature and scope of the breach, including the types of affected data (for example, PHI), and what mitigation actions were taken in response to the breach to ensure it does not happen again.

Offeror's Response to Data Breach Disclosure Form:

Part 8 – Draft Contract

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

This Contract (#**contract number**) resulting from Request for Proposals #SRC0000040927 titled DAS Healthcare Navigation Services RFP (RFP) is between the State of Ohio, through the Department of Administrative Services, on behalf of the Ohio Department of Administrative Services, and **Contractor** (Contractor).

This Contract is the result of agreed upon changes to the RFP including all exhibits and written amendments to this RFP and the Contractor's negotiated and accepted Proposal. It will also include any materials incorporated by reference in the above documents. The terms and conditions for this Contract are contained in Parts 2-4 of the RFP in that order of priority. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This one-page Contract;
2. Contract Part 6;
3. Contract Parts 2 through 4 in that order;
4. The RFP, including all sections, parts, and exhibits, as amended; and
5. The mutually agreed final Proposal dated **date**.

Once awarded, the term of the Contract will be from the date of the State's signature through June 30, 2030. The State may solely renew this Contract at its discretion for a period of one month at the end of the initial term and each renewal period. Any further renewals will be by mutual agreement between the Contractor and the State. The parties may renew this Contract for up to four years. Any such renewal of all or part of the Contract is also subject to the satisfactory performance of the Contractor and the needs of the State of Ohio.

To show their agreement, the parties have executed this Contract as of the dates below.

CONTRACTOR

By: _____

Name: _____

Title: _____

**STATE OF OHIO,
DEPARTMENT OF ADMINISTRATIVE SERVICES**

By: _____

Name: Kathleen C. Madden

Title: Director