



## **Three C Recovery and Health Care Network** **Council of Governments (COG)**

Request for Proposal (RFP) for

### **Medicaid, Medicare and Other Third Party Eligibility** **Verification Services**

To support its

### **Shared Healthcare and Recovery Enterprise System** **(SHARES)**

June 24, 2015

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## I. INTRODUCTION

### A. General Information

The Three C Recovery and Health Care Network Council of Government (the “COG”), having a mailing address of 2350 Auburn Ave, Cincinnati, Ohio 45219, is soliciting competitive sealed proposals for **Medicaid, Medicare and Other Third Party Eligibility Verification Services** to support its **Shared Healthcare and Recovery Enterprise System (“SHARES”)**.

The COG requires access to timely, accurate and reliable eligibility and benefit information. The COG requires this access via daily batch file uploads into SHARES and via real time, client-specific look ups, in order to:

- Facilitate member enrollment
- Coordinate benefits
- Prevent duplicative payments to providers and
- Coordinate complex care arrangements for children, youth, adults and elders who require mental health and substance use care.

### B. Background and Organizational Structure

The COG was founded by The Alcohol, Drug and Mental Health Board of Franklin County ([ADAMH](#)); The Alcohol, Drug Addiction, and Mental Health Services ([ADAMHS](#)) Board of Cuyahoga County; and the Hamilton County Mental Health and Recovery Services Board ([HCMHRSB](#)), collectively referred to as “Boards,” pursuant to Chapter 167 of the Ohio Revised Code. The COG provides a forum for the planning and development of an integrated, cost-effective and efficient system of mental health and substance use prevention, recovery supports and treatment services. SHARES is designed to promote and protect the best interest of persons being served by the COG, the Boards and service providers under contract with the Boards. SHARES allows the Boards to share in the administrative costs associated with the system, but to still operate as independent organizations.

Each Board is a component of county government governed by its own Board of Trustees and/or Board of Directors. The Boards do not provide any direct service, but instead develop, fund, oversee, and evaluate mental health and substance abuse care for their respective jurisdictions at this time. The Boards’ [Community Plans](#) are available for review.

The COG may be expanded to include additional Boards in the future. It is also anticipated, that the COG will offer services to any and all of the other Boards in the Ohio behavioral health system.

The COG sought competitive sealed proposals in response to its Request for Proposals to implement a healthcare management information system, known as the **Shared Health and Recovery Enterprise System (SHARES)**. The COG contracted with InfoMC, Inc., (“[InfoMC](#)”), a Pennsylvania corporation with offices located at 101 West Elm Street, Suite G10, Conshohocken, PA 19428, to provide healthcare information system application maintenance, licensing, application enhancement and consulting services in furtherance of the COG’s desired system.

This hosted/SaaS application will be the primary tool used by the COG to manage, monitor, and/or provide reports on the following essential system functions:

- Initial screening, eligibility determination, and enrollment
- Assessment, needs determination, and level of care assignment
- Utilization management
- Provider network management
- Contract services monitoring and management
- Claims processing and payment
- Fiscal interface with county-based accounting systems
- Quality and outcome reporting and a

- Data warehouse supporting analytics.

Design and configuration of InfoMC’s product called Incedo is complete, with testing planned to begin in May of 2015 and a phased go live period from August 2015 – January 2016.

The COG will be the contracting entity and will be responsible for overseeing the operation of the **Medicaid, Medicare and Other Third Party Eligibility Verification Services**. If a suitable offer is made in response to this Request for Proposals (RFP), the COG may enter into a contract (the Contract) to have the selected Offeror (the Contractor) perform the work (the Project). The Contractor will be required to collaborate with the COG and InfoMC to plan, implement and operate the Eligibility Verification Services.

**C. Environmental Overview**

The COG brings together the three largest Boards in Ohio, comprising approximately one third of the state’s population. Each Board is statutorily required to plan, fund and evaluate its local, dynamic and complex client care and financing environment. The publicly funded mental health and substance abuse provider network is responsible for delivering a wide range of behavioral health services funded by the Boards with a local property tax levy; state, federal and private grant funding; and by the Ohio Department of Medicaid, Medicare and other insurers. SHARES and this RFP’s requested Eligibility Verification Services support the payor role of the Boards, as a component of the local authority’s statutory responsibility.

Boards support prevention, treatment and recovery efforts to reduce the incidence, prevalence, and impact of behavioral healthcare problems for individuals and the community as a whole. Unaddressed behavioral health problems adversely affect the physical health of individuals, which increases healthcare costs. The Boards and their providers implement localized strategies and solutions that require coordinating and managing timely access to a wide range of behavioral healthcare services to meet needs of various priority populations typically served in local community-based systems of care.

Boards manage a varied portfolio of resources which vary in in source, purpose, regulations, payment methods, outcome indicators, and availability. With SHARES, Boards seek to maximize the effective and efficient use of this portfolio of tax-supported resources, as well as private, philanthropic, self-pay and insurance-based funds, at both the community and individualized care levels.

Within this context of opportunities and challenges, the Boards are accountable to meet federal, state, and local outcomes, quality and performance expectations. The COG is building a comprehensive system to support Boards’ strategies, business processes, and provide timely and accurate data in order to produce accountable, measurable, and fiscally responsible and sustainable results.

**D. Board Data Summaries for 2015**

County	Population	In Network Providers	Total Provider Allocations	Claims Processed	Value of Claims Processed	Clients Served	Average Volume Clients Served Per Month	Estimated Eligibility Checks Per Month
Franklin	1.21 million	33	\$76.1 million	850,809	\$59,532,648	24,000	8,000	1,000
Hamilton	802,000	37	\$57.5 million	444,185	\$30,993,789	22,000	7,800	2,000
Cuyahoga	1.3 million	50	\$60 million	475,756	\$31,434,586	20,000	7,500	4,200

## II. SECTION 2 – PROPOSAL INSTRUCTIONS AND ADMINISTRATIVE REQUIREMENTS

### A. Purpose of the Request for Proposals

The purpose of this RFP is to provide sufficient information to interested Offerors to prepare and submit proposals for consideration by the COG for Medicaid, Medicare and Other Third Party Eligibility Verification Services. This RFP details the requirements for submitting a proposal for the Project, how the COG will evaluate the proposals, and what will be required of the Contractor in performing the Project.

### B. RFP Timeline

The initial timeline is outlined below to assist potential respondents with planning. The COG reserves the right to alter this timeline without cause or notice.

Key Dates	Event
June 24, 2015	COG distributes Request for Proposals to potential eligibility vendors
June 24, 2015	COG publishes Public Notice
June 29, 2015	Deadline for potential Offerors to email Neelima Savardekar, COG Program Manager <a href="mailto:nsavardekar@adamhfranklin.org">nsavardekar@adamhfranklin.org</a> a <i>Notification of Intention to Respond to RFP</i> or <i>Notice of Intention to Decline to Respond to RFP (Exhibit B)</i> .
July 1, 2015	COG conducts a bidders' conference as a Citrix Go To Meeting event. Conference call information will be sent to all parties who return <i>the Notification of Intention to Respond to RFP</i> document and to others who request to attend.
July 3, 2015	Deadline for Offerors to submit RFP questions. All inquiries and questions related to this RFP should be submitted via email to Neelima Savardekar, COG Program Manager <a href="mailto:nsavardekar@adamhfranklin.org">nsavardekar@adamhfranklin.org</a> .
July 8, 2015	COG issues Responses to Question.
July 10, 2015 10:00 AM EDT	Non-negotiable deadline for Offerors to deliver sealed proposals with all requested documentation to the attention of Neelima Savardekar; ADAMH Board of Franklin County; 447 East Broad Street; Columbus, Ohio 43215.
July 10, 2015 10:00 AM EDT	Three C Recovery and Health Care Network COG publicly opens the sealed proposals; reads the name of Offerors aloud; and catalogues each proposal. Proposals received after this date and time will be rejected without review.
July 15, 2015 10:00 AM EDT	COG completes Evaluation of Purchasing Requirements.
July 17, 2015	COG conducts Proposal Evaluations.
July 24, 2015	COG conducts Interviews, Demos and Reference Checks
July 28, 2015	Offeror(s) make oral presentations and demonstrate products/services at Franklin County. COG may conduct Site Visits if needed.



July 30, 2015	COG makes Selection Decision
August 7, 2015	COG approves Contract
August 10, 2015	Vendor & COG initiate Implementation

**C. Pre-Proposal Submission Clarifications and Inquiries**

All communications related to this RFP must be submitted via email to Neelima Savardekar, COG Program Manager [nsavardekar@adamhfranklin.org](mailto:nsavardekar@adamhfranklin.org) by the dates identified in Section II.B. All questions must reference the specific section number of the RFP related to the question. Questions received at least one business day prior to the Pre-Proposal Conference will be answered at the Pre-Proposal Conference. Answers to questions received after that date will be issued by email to all parties that have responded with *Notification of Intention to Respond to RFP*. Questions received after the deadline will not receive a reply.

**D. Contact with Other Parties**

Contact with any Board or COG leadership or staff, including but not limited to Board members, except for the e-mail communications described in Section II, is prohibited. This prohibition applies to direct or indirect contact, by any representative of a potential respondent or Offeror, including but not limited to third parties retained by a potential respondent or Offeror such as lobbyists, attorneys or other consultants. Contact with Board or COG leadership or staff or Board members will result in the disqualification of the potential respondent or Offeror and the rejection of the Offeror’s proposal. This prohibition does not apply to communication during the evaluation process if the COG or Boards initiate the communication.

**E. Oral Explanation**

The COG will not be bound by oral explanations or instructions given at any time during the competitive process or after the selection of the successful Offeror.

**F. Entire Agreement; Parties to the Contract**

The successful Offeror and the COG shall enter into a contract (“Contract”). This contract will comprise the entire agreement of the parties, subject to paragraph H of this Section.

**G. Contract Agreement**

The final contract shall be a negotiated agreement between the COG and the Offeror. If during the negotiation process an impasse is reached between the two parties, the COG has the right to cease negotiations and begin negotiations with the next selected vendor.

**H. Contract Components**

The Contract will consist of the signed contract, the entire original RFP, including the Administrative Requirements, the Contract Terms and Conditions, the RFP specifications, Pricing Forms, all documents requiring the Offeror’s signatures, and any written amendments/addendums to the RFP; and the Offeror’s complete competitive sealed proposal, including proper modifications, clarifications, and samples. Any inconsistency in this RFP or the Contract shall be resolved by giving precedence in the following order:

- The signed contract document

- The Boards’ Request for Proposals
- The Offeror’s sealed proposal

**I. Specifications**

The COG may use any form of specification it determines to be in the best interest of the Boards and that best describes the goods or services to be purchased. Specification may be in the form of a design specification, a performance specification, or a combination thereof.

**J. Conflict of Interest**

Each Offeror must provide a written statement indicating whether the Offeror or any people that may work through the Offeror have a possible conflict of interest (e.g. employed by the Boards, etc.) and, if so, the nature of the conflict. This statement must be signed by the signatory authority who signs this contract. The COG has the right to reject a proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict of interest.

**K. Representations and Warranties**

The Offeror warrants the accuracy of information submitted and acknowledges that the COG will rely on the Offeror’s information in making its selection and contracting with the successful organization.

**III. SECTION 3 – REQUEST FOR PROPOSALS REQUIREMENTS**

**A. Notification of Intent to Respond to Request for Proposal**

The *Notification of Intent to Respond* (Exhibit B) is due by the date identified in Section II and should be submitted via email to Neelima Savardekar, COG Program Manager [nsavardekar@adamhfranklin.org](mailto:nsavardekar@adamhfranklin.org). Any person who receives a copy of this RFP but declines to make an offer is also requested to send notification that they do not intend to respond.

**B. Proposal Opening**

Proposals are due July 10, 2015 no later than 10:00 a.m. (EDT) at which time they will be publicly opened and the names of Vendors read aloud. All sealed proposals received after this time and date for any reason will be rejected. The time clock at the Franklin County ADAMH Board will serve as the official record of the time and date that sealed proposals are received and will be the sole factor in determining if proposals are received in time to be considered. The opening of the sealed proposals will take place at the Alcohol, Drug Addiction Services Board of Franklin County; 447 East Broad Street; Columbus, Ohio 43215. The proposal opening will be public; however proposal contents will not be read or made public.

**C. Proposal Bid Bond Requirement**

An original proposal bid bond in the amount of \$500.00 payable to 3C Recovery & Health Care Network COG must be included with each proposal or it will be considered non-responsive and the proposal will not receive further consideration. Notice of a claim of right to withdraw such proposal must be made in writing filed with the contracting authority within two (2) business days after the conclusion of the proposal opening procedure in accordance with the procedures set forth in O.R.C. §9.31.

The proposal bid bond is to be in the form of:

- A Surety Bond.

- A Certified Check, Official Check or Cashier's Check from a solvent bank or savings and loan association.
- A Money Order from a solvent bank, savings and loan or the United States Post Office. Money Orders from other sources are not acceptable.

Any other form of proposal bid bond, including Company or Personal checks, shall be rejected and the proposal will not receive further consideration.

All proposal bid bonds, using one of the accepted forms above, must be made payable to the COG. Failure to make the proposal bid bond payable to COG will cause the bond to be rejected and the proposal will not receive further consideration.

Failure to provide the proposal bid bond in the proper form and identifying the proper obligee will automatically result in the proposal being deemed non-responsive and the proposal will not receive further consideration.

Proposal bid bonds will be returned to all successful and unsuccessful vendors within 30 days of contract award.

#### **D. Pre-Proposal Conference**

There will be a Pre-Proposal Conference on July 1, 2015. This will be a videoconference and will *not* require the vendors to be physically present. While attending the pre-proposal conference is not mandatory, potential respondents are highly encouraged to participate. The Conference can provide potential respondents with an opportunity to ask questions and provide valuable information to assist in providing a better proposal. Invitation to this videoconference will be provided to parties who have submitted the *Notification of Intent to Respond to Neelima Savardekar* at [nsavardekar@adamhfranklin.org](mailto:nsavardekar@adamhfranklin.org), indicating their plan to submit a proposal, by the published due date.

#### **E. Proposal Preparation Costs**

The COG/Boards will not be liable for any costs incurred by a potential respondent or an Offeror prior to the award of any contract resulting from the RFP. Total liability of the COG/Boards is limited to terms and conditions of a resulting Contract.

#### **F. Proposal Submission Instructions**

The COG requires clear and concise proposals. Offerors should take care to completely answer questions and meet the RFP's requirements.

The approach used throughout this RFP is to describe specific business situations and functional needs of the COG, Boards and contract providers. The Offeror's response should demonstrate an understanding of these issues and provide detailed descriptions of how the Offeror will address these issues. In addition to the Functional Requirements, proposals should address all of the following in clearly labeled narrative sections:

Implementation of a state integrated eligibility system/service that will meet the known, expected, and future management, monitoring, and reporting requirements of COG;

The hosting/software Minimum software and hardware requirements for operating/interfacing with the application and/or services (Note: the COG is expecting any application to be offered as SaaS/hosted ;

Supervision of installation and setup of the application and services;

On-site user training

Complete up-to-date operation, technical and end-user user documentation;

A post-implementation review and sign off period; and

Ongoing support relative to maintenance and enhancement of the application.

Each proposal will be measured on its own merits, based on the COG's requirements. Joint proposals submitted by more than one party are acceptable; however, the COG expects one party to be the prime Contractor and partner with other parties, if needed, to provide fully functioning Eligibility Verification Services. The proposal should identify a single point of contact.

Each proposal must include sufficient detailed data to allow for the verification of the total cost and the Offeror's ability to meet the RFP's requirements. Each proposal must respond to every request for information in this document. Do not refer to outside documentation or reference other responses when responding to the questions unless specifically directed to do so.

This RFP gives estimated dates for the various events in the submission and selection process as well as planned project timelines. While these dates are subject to change, prospective Offeror should be prepared to meet them as they currently stand.

Detailed hardware requirements to support the proposed system should be provided, though any hardware purchase must be conducted under a separate bid process. Proposals and pricing should clearly identify options and requirements for SaaS/hosted solutions, non-hosted in-house internet-based solutions or non-internet-based solutions. If a Vendor is offering multiple options, each one should be priced separately to avoid any confusion of what is available and at what cost.

Since eligibility data is a critical aspect of any client-based system, the success of inbound and outbound HIPAA transaction sets from the Medicaid system to SHARES is of extreme importance. The availability and access to this data by COG is critical for accurate claims adjudication. How an Offeror's system complies with HIPAA transaction, privacy and security regulations should be included as a key component with any response. State and Federal laws change frequently, and the system should exhibit flexibility when the Boards need to change their service lines in response to changing laws or funding. In summary, the COG is looking for an Offeror that can provide a comprehensive turnkey information system(s) with the necessary support services to operate an information system for the Boards. The term System in this context means hardware, software, implementation, training and ongoing support for these components.

The COG requires all proposals to contain:

- I. One (1) complete original hard copy, signed and notarized where applicable, of all documents, including all statements, assurances and affidavits as directed in the RFP;
- II. Five (5) paper copies of an Offeror's completed proposal;
- III. The following documents on a CD ROM:
  - a. A copy of an Offeror's completed proposal scanned or converted to PDF format – Do not "zip" files;
  - b. Completed RFP 9.0 Functional Requirements & Cost Worksheet – in Excel format; and

All hard copy documents will be on 8.5-inch x 11-inch paper; brochures should be copied to the same format. Do not staple, bind or place document hard copies in 3-ring binders or GBC type binders. Secure documents with paper clips, binder clips or rubber bands to keep them orderly. This includes any amendments or addendums applicable to the RFP.

Each proposal must be submitted in a sealed envelope or box with the proposal name *Eligibility Verification RFP* clearly marked on the exterior. If an Offeror uses an express mail or courier service, the proposal name *Eligibility Verification RFP* must be clearly marked on the express mail or courier envelope or must be enclosed in a sealed envelope inside the express mail or courier service envelope. A proposal that is not properly and clearly marked

and is inadvertently opened before the scheduled proposal opening time may be disqualified without additional consideration.

Faxed submissions are not acceptable.

Proposals will be opened so as to avoid disclosure of contents to competing Offerors. In order to ensure fair and impartial evaluation, proposals and related documents submitted in response to a Request for Proposals are not available for public inspection and copying under O.R.C. §149.43 until after the award of the contract. The confidential information will be included in the final Contract, but it will also not be subject to public release.

All materials in proposals will become the property of the COG and may be returned only at the COG's discretion. Any portion of the proposal to be held confidential should be marked to that effect. If the COG receives a public records request for portions of the proposal marked confidential, the COG will notify the Offeror, and the Offeror shall have the responsibility, at the Offeror's expense, for supporting that the portions of the proposal marked confidential fall within an exemption enumerated in O.R.C. §149.43 and for defending any action brought to obtain the portions of the proposal marked confidential.

#### **G. When Proposals May Be Delivered**

The COG ("Receiving Entity") must receive sealed proposals prior to and no later than 10:00 a.m. the day the proposals are scheduled for opening. Sealed proposals received after the specified date and time will be considered late and will not be opened. Sealed proposals received through the mail after the specified proposal opening date and time will be returned to the Offeror unopened. The Receiving Entity will not accept proposals with postage due or collect postage on delivery charges. Sealed proposals received through a courier service after the specified proposal opening date and time will not be accepted from the courier service.

The Receiving Entity will receive proposals during the hours of 8:30 a.m. through 4:30 p.m. Monday through Friday, except state observed holidays. The time clock at the Receiving Entity will serve as the official record of the time and date that sealed proposals are received and will be the sole factor in determining if proposals are received in time to be considered.

#### **H. Where Proposals Must Be Delivered**

Proposals must be delivered to the attention of Neelima Savardekar; 3C Recovery & Health Care Network COG Program Manager; ADAMH Board of Franklin County; 447 East Broad Street; Columbus, Ohio 43215.

#### **I. Clarifications, Amendments, and Addendums**

If an Offeror discovers any inconsistencies, errors, or omissions in the Request for Proposals, the Offeror should request clarification from the COG. Such requests will be made only in writing via email to Neelima Savardekar [nsavardekar@adamhfranklin.org](mailto:nsavardekar@adamhfranklin.org). No other form for submitting clarifications is acceptable.

Clarifications will be made no later than the Deadline for Offerors to Submit RFP Questions set forth in Section II.B. unless otherwise noted. Requests for clarifications received after the above timeframe will not be considered unless the COG ascertains that the answer to the clarification could result in a material change to the specification that could affect all proposals.

During the RFP process, Offerors may be furnished certain amendments / addendums covering additions and / or deletions to the RFP documents. Amendments / addendums will be included in the RFP documents and will become a part of Contract. Amendments / addendums may be issued at any time preceding the proposal opening date. The COG reserves the right to postpone the proposal opening for its convenience. Any information given a prospective Offeror concerning the RFP will be furnished promptly to all other prospective Offerors as an amendment / addendum or clarification. All amendments and addendums will be posted to <http://www.adamhfranklin.org> under this RFP. Those interested in submitting a response to this RFP shall monitor

that website for any amendments and addendums to assure complete compliance with specifications, terms and conditions. Oral instructions will not be binding on the COG.

**J. Corrections before Proposal Opening**

Prior to the proposal opening, if an Offeror withdraws its proposal and resubmits it with revisions, the revisions should be clearly identified and signed or initiated by the Offeror. The omission of an Offeror's signature or initials to a modification may result in a proposal being determined to be not responsive. Any corrections must be completed off the premises.

**K. Corrections after Proposal Opening**

After the proposal opening, Offeror's may only withdraw their proposal in accordance with the procedures set forth in O.R.C. §9.31. Withdrawal of a proposal after a proposal opening exposes an Offeror to legal liability for sanctions, including costs for re-posting, or may result in a contract being awarded to the next highest rated Offeror. Notice of a claim of right to withdraw a proposal submitted in error, after the proposal opening, must be made in writing and to the COG within two (2) business days after the conclusion of the proposal opening procedure.

When there are errors in multiplication or addition in a proposal, the unit price quoted will be used for calculating the correct total price. If the error is in the unit price, the proposal will automatically be disqualified. Notice of a claim of right to withdraw such proposal must be made in writing filed with the COG within two (2) business days after the conclusion of the proposal opening procedure in accordance with the procedures set forth in O.R.C. §9.31.

**L. Proposals are Firm for 180 Days**

Unless stated otherwise, once opened all proposals are irrevocable for one hundred eighty (180) days. Beyond one hundred eighty (180) days, an Offeror will have the option to honor its Proposal or make a written request to withdraw its proposal from consideration.

**M. Proposal Rejections**

O.R.C. §307.862 and §307.91 permits the COG to reject all proposals, waive technicalities, amend the original estimate, and to advertise for new proposals on the required items, products, or services. The COG may reject any proposal, in whole or in part, if any of the following circumstances are true:

Proposals offer supplies or services that are not in compliance with the requirements, specifications, terms, or conditions stated in the Request for Proposals.

The price of the lowest responsive and responsible proposal is excessive in comparison with market conditions or with applicable estimates of product(s) or service(s).

The COG determines that awarding any item is not in the best interest of the COG.

The COG reserves the right to reject any or all of the proposals on any basis without disclosure of a reason. The failure to make such a disclosure will not result in the accrual of any right, claim, or cause of action by any unsuccessful Offeror against the COG.

Offerors failing to respond to all requirements specified in this RFP may result in the rejection of their proposal.

**N. Lowest and Best Offeror**

An Offeror is lowest and best if its proposal offers the lowest cost and supply or service in comparison to all other Offerors as set forth in the evaluation paragraph in the RFP. The COG reserves the right to award the contract to the Offeror that may have a higher price and by evaluation best meets the COG's requirements.

**O. Evaluation Criteria and Process**

The evaluation process will consist of the following phases:

Initial review of proposals;

Evaluation of proposals, Offeror qualifications, past experience and price;

Oral presentations, if necessary, by selected Offerors.

During the evaluation process, the COG may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its proposal if the COG believes doing so does not result in an unfair advantage for the Offeror and it is in the COG's interest to do so.

**Phase 1 – Initial Review of Proposal**

The COG will review all proposals for their format and completeness.

**Phase 2 – Evaluation of Proposal Documents**

The COG will evaluate each proposal and the requirements according to the non-financial and financial criteria contained in this part of the RFP. At any time during this phase, the COG may ask an Offeror to clarify any portions of its proposal.

**Proposal Evaluation Criteria**

The COG will rate the Proposals submitted in response to this RFP based on specific criteria. The specifications evaluation will result in a point total being calculated for each Proposal. Those Offerors submitting the highest rated Proposals will be scheduled for the next phase.

**Phase 3 – Oral Presentations**

The COG will require selected Offerors to make an oral presentation, if necessary, about their proposal, and/or demonstrate their products or services. References will also be checked thoroughly during this phase of the process. Such activities provide an Offeror and the COG an opportunity to clarify the proposals submitted and to ensure a mutual understanding of the proposal's content. The evaluation committee may record any or all presentations.

**Phase 4 – Contract Negotiations**

Negotiations, if necessary, may be conducted with the Offeror who submits the lowest and best competitive proposal based on the rankings of all phases of the evaluation process. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the final contract.

At any time during the negotiation process, if an Offeror fails to provide the necessary information for negotiations in a timely manner, fails to negotiate in good faith, or if the COG determines, in its sole discretion, that negotiations have reached an impasse, the COG may terminate negotiations with that Offeror and proceed to the next ranked Offeror.

An Offeror's standard administrative contract will not be accepted as deviation from the COG Terms and Conditions and will not be considered during evaluation or negotiations.

**P. Communication during Evaluation**

During the evaluation process, unless requested by the COG as part of the evaluation process, any attempt on the part of the Offeror, the Offeror’s agent(s), or any party representing the Offeror, to submit correspondence that is determined by the COG to be an attempt to compromise the impartiality of the evaluation or any party on the part of the Offeror, the Offeror’s agent(s), or any party representing the Offeror to communicate with any member of the COG regarding the evaluation process may be grounds for immediate disqualification of the Offeror. A determination to cease the evaluation or reverse an award determination will be at the sole discretion of the COG.

The COG may request additional information to evaluate an Offeror’s responsiveness to the Request for Proposal or to evaluate an Offeror’s responsibility. If an Offeror does not provide the requested information, it may adversely impact the COG’s evaluation of the Offeror’s responsiveness or responsibility, and the Offeror’s proposal may be rejected.

**IV. SECTION 4 – PRICING AND ESTIMATES**

**A. 4.1 Funding Arrangements, Fee Structure and Guarantee**

Offerors must quote firm and fixed prices using the **Eligibility Verification RFP Cost Worksheet** (Exhibit A –Excel File). All line items should be completed for the proposal to be considered valid. Offerors will mark "N/A" or “No Cost” in the Pricing Section as applicable.

The successful Offeror will not change pricing or the scope of work during the contract period or any renewal periods without a change order approved by the COG. When there are errors in multiplication or addition in a proposal, the unit price quoted will be used for calculating the correct total price. If the error is in the unit price, the proposal will be automatically disqualified.

All pricing will be valid for 180 calendar days from the proposal opening date to permit adequate evaluation of the RFP responses.

**V. SECTION 5 – CONTRACT TERMS AND CONDITIONS**

**A. 5.1 Standard of Care**

Contractor will perform its obligations under the Agreement with that level of care that a vendor providing similar services would exercise under similar circumstances.

**B. 5.2 Indemnification**

The Contractor shall assume the defense of, indemnify, and save harmless the COG and all Boards, including public officials, Board members and employees of the COG and the Boards acting in the course of their employment, from any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that may arise from the Contractor’s or Contractor’s employees or agents performance of the work required under this Contract.

**C. 5.3 Unresolved Finding for Recovery (Award Phase)**

If, after the Contract is awarded it is determined that an “unresolved” finding for recovery had been issued against the Offeror prior to the award, the Contract shall be void. The Offeror understands that Offeror shall be responsible to the COG for any expenditure of the COG against the Contract.

**D. 5.4 Performance Bond Requirements**



The successful Offeror is required to provide a performance bond in the amount of 100% of the proposal amount of software within ten (10) days after approval of this contract by the COG and which will remain in effect until final testing and acceptance. Hardware costs and annual maintenance service fees are not included in the Performance Bond requirement. An Offeror must submit the name, address, contact, and phone number of the surety company that will provide this performance bond at the time of the RFP response provided as Exhibit C.

**E. 5.5 Ethics**

All Offerors and employees of the COG are bound by the Ethics Laws of Ohio. Any Offeror or employee who violates any of these laws will be subject to penalties set forth by law.

**F. 5.6 Public Record and Treatment of Confidential and Proprietary Information**

Proposals shall be opened so as to avoid disclosure of contents to competing Offerors. In order to ensure fair and impartial evaluation, proposals and related documents submitted in response to a Request for Proposals are not available for public inspection and copying under O.R.C. §149.43 of the Revised Code until after the award of the contract. The confidential information will be included in the final Contract but it will also not be subject to public release.

All materials in proposals will become the property of the COG and may be returned only at the COG's discretion. Any portion of the proposal to be held confidential should be marked to that effect. If the COG receives a public records request for portions of the proposal marked confidential, the COG will notify the Contractor, and the Contractor shall have the responsibility, at the Contractor's expense, for supporting that the portions of the proposal marked confidential fall within an exemption enumerated in O.R.C. §149.43 and for defending any action brought to obtain the portions of the proposal marked confidential.

**G. 5.7 Subcontracting**

Contractor confirms that it will be the primary Contractor that will be performing the work under the Contract. Contractor may use subcontractors for portions of the work under the Contract, but Contractor will remain the primary Contractor and will remain liable for all work performed hereunder regardless of whether performed directly by it or by a subcontracted entity.

Contractor shall not use any subcontractor who has been subject to action that limits the subcontractor's right to do business with the local, state, or federal government.

**H. 5.8 Consent to Assign**

Contractor will not assign any of its rights under this Contract unless the COG consents to the assignment, in writing. Any purported assignment made without the COG's written consent is void and may be subject to termination of the Contract. The COG may assert against an assignee any claim or defense the COG may have against the assignor.

**I. 5.9 Record Keeping**

The Contractor will keep all financial records consistent with Generally Accepted Accounting Principles (GAAP) during the period covered by the contract and is required to provide the COG, or their designated representative, authorized representatives (for the Contractor), and any person or agency instrumentally involved in providing financial support for the contract work access and right to examine any books, documents, papers, or records related to this contract. Claims documentation may be reviewed through a formal Audit and are not subject to the work access requirements set forth in this paragraph.

**J. 5.10 Insurance Requirements**

All insurance companies providing coverage shall be licensed to do business in the State of Ohio, and must be acceptable to the COG.

Throughout the contract period, the Contractor must maintain a comprehensive insurance program affording as a minimum the items indicated below: A Certificate of Insurance reflecting the required coverage and amount must be submitted. The *Three C Recovery and Health Care Network* must be identified as *additional insured, project name, and the RFP number* must be included on the Certificate of Insurance. If there is any change in the Contractor’s insurance carrier or liability amounts, a new certificate must be provided to the COG within seven (7) calendar days of change.

*Comprehensive General Liability:* \$1,000,000 single-limit occurrence including coverage for: a) Personal Injury Liability: all sums, which the company shall become legally obligated to pay as damages because of bodily injury, sickness, or disease including death at any time resulting there from, sustained by any person other than its employees; b) Broad Form Property Damage Liability; c) products and completed operations; d) premises and completed operations; and e) contractual liability insuring the obligations assumed by the Contractor under the Contract. This insurance does not apply or shall not be construed as being applicable to liability for damages arising out of bodily injury to any person or damage to any property of others resulting from the negligence of the COG, its officers, employees or agents.

*Automobile Liability Insurance:* all sums, which the company shall become legally obligated to pay as damages because of injury to or destruction caused by occurrence arising out of ownership, maintenance or use of any automobile.

Excess Annual Aggregate Limit: \$1,000,000 dollars

During the term of this Contract and any renewal thereto, the Contractor, and any agent of the Contractor, at its sole cost and expense shall maintain the required insurance coverage as described in the Contract. The COG may require the Contractor to provide respective certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate within a seven (7) calendar-day period may be considered as default.

**VI. SECTION 6 – TIME OF PERFORMANCE**

**A. 6.1 Time of Contract**

The exact Contract commencement date and expiration date shall be set forth in the contract. The Contract is effective on the later of the Effective date or the date upon the signatures of the COG. The Contract will remain in effect until the end date as noted on the Contract or until the Contract is fully performed by both parties or until it terminates in accordance with the termination language of the Contract.

**B. 6.2 Contract Renewal and Price Increase**

There are no renewal periods in the Contract.

**VII. SECTION 7 – PAYMENT, INVOICING AND TAXES**

**A. 7.1 Fee Payment Schedule**

The payment plan shall be broken down by phase or major deliverable components. A final payment plan will be determined in the Contract. Tentatively, the payment plan will take the following format:

Milestone #	Amount	Milestone Description
	5%	Mutual acceptance of Implementation plan
	10%	Infrastructure Established
	10%	Software installation – base product

	10%	Install and testing of contracted customizations
	15%	Completion of Acceptance Testing
	15%	Completion of Training
	15%	Completion of Pilots
	20%	Final Acceptance

**B. 7.2 Invoicing**

Contractor will provide an invoice five (5) working days prior to the end of the month to ensure payment is made within fifteen (15) days from the first day of every month. The Contractor will be required to submit invoices by mail, sent by courier, sent as an attachment to an email to the bill to address identified in the purchase orders used to issue orders against this Agreement. The Contractor’s Federal Tax Identification Number should appear on all statements and invoices.

Invoices should include:

Invoice remittance address as designated in the Agreement & description including:

Name and address of the Contractor

Billing period

Unit cost (must match contract pricing).

**C. 7.3 Taxes**

The COG and the agencies therein responsible for are exempt from all federal, state, and local taxes. Participating county Boards will not pay any taxes on supplies or services purchased from an Offeror, unless the Special Contract terms and conditions state otherwise. A tax-exempt certificate will be provided on request by the Offeror receiving the award.

**D. 7.4 Acceptance Testing and Final Acceptance**

The COG will make full acceptance of the system and all related deliverables when satisfactory performance, according to requirements described in the RFP, have been met and documentation delivery requirements have been satisfied, along with the delivery of all required training.

The COG personnel will perform the acceptance test for a period of approximately thirty (30) days. During the acceptance test period, it is required that all vendor-supplied hardware and software operate failure-free in the COG production-computing environment.

In measuring acceptance, a system failure resulting from external causes, including but not limited to acts of God, fire or the COG oversight, will be excluded from the acceptance testing. System failures, which occur and are not covered by the preceding sentence, will require a new period of acceptance testing at the discretion of the COG.

The COG will be the sole judge of whether or not the system has passed all tests performed. If, in the COG’s judgment, it determines that the system has not passed a required test, Offeror may request a written description of the way in which the system's performance was unsatisfactory in order that the Offeror may correct the system's deficient performance.

If it is discovered that the system or any part thereof requires correction, the COG must, nevertheless, have the absolute right to continue the use of the system until such time as it is convenient to the COG for change implementation.

If the system does not function because of a problem in the COG's production-computing environment, it is the vendor's responsibility to define/document the problem and furnish the corrective action to fix the problem. The COG will notify the Offeror in writing when the system has passed/completed the final acceptance test.

## **VIII. SECTION 8 – CERTIFICATIONS AND AFFIDAVITS**

### **A. 8.1 Offeror's Warranty against an Unresolved Finding for Recovery**

O.R.C. §9.24 prohibits the COG from awarding a contract to any Offeror against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of the award. By submitting a proposal, an Offeror warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. §9.24, prior to the award of any contract arising out of the RFP, without notifying the COG of such finding.

### **B. 8.2 Suspension and Debarments**

The COG will not award a Contract for goods or services, funded in whole or in part with Federal funds, to a person or vendor who has been suspended or debarred from doing business with the State of Ohio or who appears on the Federal List of Excluded Parties Listing System <https://epls.arnet.gov/>.

### **C. 8.3 Legal Compliance**

The Offeror must agree to comply with all applicable local, state, and federal laws in the performance of the work specified in this RFP including applicable state and federal laws regarding drug-free work places. The Offeror will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to: Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the Offeror in the performance of the work specified in this RFP.

### **D. 8.4 Workers' Compensation Provision**

The Offeror shall be required to carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the state of Ohio, as applicable by law. Unless otherwise listed in the RFP specifications, the awarded Offeror will be required to provide said certificate within seven (7) calendar days after notification to award to the COG. Failure to provide certificate within the stated time period may deem the Offeror as non-responsive and dismissal of award recommendation. Failure to maintain Workers' Compensation Liability Insurance coverage as required by law and any renewal thereto will be considered as a default.

### **E. 8.5 Non-Collusion Certification**

By the signature affixed on Exhibit D (*Non-Collusion Affidavit*) of the RFP, the Offeror certifies that he / she is (sole owner, partner, president, secretary, etc.) of the party making the forgoing proposal; that such proposal is genuine and not collusive or sham; that Offeror has not colluded, conspired or agreed, directly or indirectly, with any Offeror or person, to put in a sham proposal; or colluded or conspired to have another proposal and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the price of its proposal or any other Offeror, or that of any other Offeror, or to secure any advantage against any Offeror or any person or persons interested in the proposed contract and that all statements contained in the proposal are true; and further, that the Offeror has not, directly or indirectly, submitted this proposal, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association.

**F. 8.6 Non-Discrimination / Equal Opportunity Provisions**

By the signature affixed on Exhibit E (*Non-Discrimination / Equal Opportunity Affidavit*), the Offeror certifies that he / she complies with all applicable laws regarding Non-Discrimination / Equal Opportunity. All Offerors must be willing to enter a contract containing the express language contained in O.R.C. §125.111, which requires the following:

That in the hiring of employees for the performance of work under the contract or any subcontract, no Offeror or subcontractor shall, by reasons of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Contract relates.

That no Offeror, subcontractor, or any person acting on behalf of any Offeror or subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the Contract on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

All Offerors who contract with the COG for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in O.R.C. §122.71. Annually, each such Offeror shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Civil Rights Commission and the Minority Business Development Office established under O.R.C. §122.92.

**G. 8.7 Delinquent Personal Property Taxes**

By the signature affixed on Exhibit F (*Delinquent Personal Property Taxes*) of the RFP, the Offeror certifies that they are not charged with delinquent personal property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.

**H. 8.8 Compliance with Campaign Contributions**

O.R.C. §3517.13 I and J requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the contract includes a certification that the individuals named in O.R.C. §3517.13(I) and (J) are in compliance with the aforementioned provisions.

**IX. SECTION 9 – FUNCTIONAL REQUIREMENTS**

This section provides the functional and technical requirements that should be addressed in the proposal in order to meet the business needs of the COG. This section is not a specification listing, but rather a business need / requirement listing. The Offeror should respond to each of these requirements with an explanation of how the solution being proposed meets these business needs.

The requirements section begins with an overview of the application area with an explanation of the issues that are known. This is followed by a series of functional needs and / or statements that are designed to determine the ability of the Offeror to meet the specific functionality that is desired. The Offeror's responsibilities are to understand the business issues presented, respond to the specific points, and clearly indicate whether their application satisfies each requirement listed in Sections 9.1–9.5.

When appropriate, the Offeror should provide a more detailed explanation on how the solution specifically meets the desired need. Specific instructions for the format of the responses are provided in Section 13.

GENERAL SYSTEM FUNCTIONS REQUIREMENTS

- A. 9.1 Batch Upload of Member Eligibility
- B. 9.2 Batch Upload matching to enrolled SHARES members
- C. 9.3 On-line Member Insurance Coverage Checks
- D. 9.4 On-line Member Demographic Checking
- E. 9.5 On-Line Member Private Coverage Benefit Checking

**X. SECTION 10 – IMPLEMENTATION SUPPORT REQUIREMENTS**

**A. 10.1 Implementation Project Plan**

Provide an implementation work plan, project management methodology and project timeline (Gantt Chart) that addresses, at a minimum, the following categories:

Project Management

System Surveys and System Functional Design

Software Installation

Customization Specifications and Development – include any & all interface costs

Table and Master File Configuration

Forms and Report Design

Training Resources, Plan and Schedule, Training Manuals and Materials Provided.

Training should include training for user, operator, and system administrator.

Training will be at a site in Ohio to be determined by the BOARDS.

System Test Plan and System Acceptance Testing

Conversion Programming and Data Conversion

"Go Live" Support

Post Implementation Support

The plan described in this section of the RFP should relate directly to the cost section of the RFP. All travel costs involved in providing any of these services (training, project management, etc.) onsite in Ohio (including Cuyahoga County, Franklin County, and Hamilton County offices) should be estimated based on current actual travel costs and the number of onsite days included in the project plan. The Offeror shall make its own determination as to the frequency and duration of travel necessary to ensure a successful implementation. The details of the estimated travel costs should also be included in the narrative response for this section.

**B. 10.2 Project Manager and Other Implementation Resources**

The Offeror should identify the individuals that the Offeror will commit to this project. Their proposed role in the project should be identified as well as the % of time they will be dedicated to the project during the implementation. The Offeror shall designate a Project Manager to coordinate all activities of this project with the COG's representative. The COG will have the option of selecting specific individuals among those available through the Offeror and have the Offeror commit

these individuals for the duration of the project. The COG reserves the right to request that Offeror's staff be replaced if the services provided are not deemed satisfactory.

**C. 10.3 Implementation Support Training**

The training of the COG/BOARDS staff will require special attention. During system go live; the Offeror should be willing to provide a high level of on-site support.

Ongoing training is also a major concern. It is important that the Offeror agree to provide a training approach that will not only train prior to go live, but will provide an ongoing training support strategy to ensure staff can be retrained and that new staff can be trained.

The Offeror should describe the types of documentation that will be delivered with the system. Examples of the documentation are desired as part of the RFP response. A review of all documentation will be required prior to the final Offeror selection.

Types of documentation that BOARDS are looking for include:

On-Line system documentation

Screen level documentation

Application procedure manuals

Training manuals and training aids

System operations manuals

Report Writer documentation

Data Dictionary and Database Definition

**D. 10.4 BOARD Implementation and Support Resources**

The Offeror should provide a comprehensive overview of the resources needed during the implementation and ongoing support of the proposed system, including number of staff, responsibilities and skills needed.

**E. 10.5 Software Support Services**

The plan described in this section of the RFP should relate directly to the cost section of the RFP. These costs should reflect ongoing licensing fees and software support and maintenance (include third party product support) costs required to maintain the ongoing operation of the system for a period of five (5) years after "Go-Live".

The Offeror should provide a comprehensive overview of the software maintenance and support services provided with this proposal. Identify what is covered as part of a standard support and maintenance agreement and what is not.

What hours is support staff available? Is a toll-free (1-800) support number available? Please address availability to support Eastern Standard Time hours. Be specific about what will be available and when.

Is there a User's Group (National, Regional, Local) in operation for the proposed product(s)?

What do you require from the COG to ensure a successful implementation?

What support services are available from your company? Provide a detailed description of problem escalation procedures and specify responsibilities of the parties involved.

What is your policy and procedure regarding new releases and updates of the proposed product? Describe what documentation will be included for new releases and updates. How long (in time and versions) will you support the product after new versions have been released?

How is version control managed for modifications that the COG may make after installation, without interrupting or adding additional cost for product upgrades?

How is version control managed for vendor customizations made to the product, without interrupting or adding additional cost for product upgrades?

Do you have a Service Level Agreement (SLA) that addresses intermediate remedies should the product suffer in performance or its support is ineffective? Please attach a copy of any such SLA.

## **XI. SECTION 11 - OFFEROR PROFILE**

### **A. 11.1 Company History**

The Offeror should complete this section by providing a concise overview of the company's history. Topics to be covered include:

The formation of the company.

Past and projected growth.

Number of employees and their disciplines (i.e., marketing, support R&D, etc.).

Year of incorporation / first year of business.

Describe your company's primary business. Do you have a parent company or other subsidiaries?

Description of experience relevant to the proposed system.

History of product development for major components of proposed system.

Evidence of your company's commitment to both the physical and behavioral health care fields.

Evidence of HIPAA certification (and from whom) as well as any other certifications.

### **B. 11.2 Profiles of Key Staff**

The Offeror should provide profiles of the principals of the company and of all key employees that potentially will be involved in this project. For implementation personnel, indicate sites similar to BOARDS where they have been involved and indicate responsibilities.

### **C. 11.3 Financial Information**

The Offeror should supply certified financial audits for each of the last three years including at a minimum:

Balance Sheet;

Statement of Income;

Statement of Changes in Financial Position;

Auditor's Reports;

If a public company, supply current prospectus.

### **D. 11.4 Client Reference List**

How many implementations does your company have with the proposed SHARES software in production?

What type of business is each customer in? How many are Behavioral Health organizations, managers of behavioral health services, or manage Medicaid managed care plans?



List the six (6) most recent implementations.

List your closest implementations to Ohio.

Are there any implementations in Ohio?

Are there any implementations of the proposed product(s) at a state level? Identify any such implementations.

How many new customers have you implemented in the last 24 months?

How many customers, if any, have you lost / have stopped using your software in the last 24 months and why? Have you engaged in any litigation or arbitration with any customer?

Provide references for at least three (3) client installations that are similar in scope and have been implemented in the past three (3) years. The provider should be willing to allow the COG to contact these clients as references. At least two of these reference sites should have passed Go-Live in their implementation.

Specific information on each client should include at a minimum:

Customer Name (Company Name);

Customer Contact (Name and Title);

Address/Phone #s;

Email address;

Number of users and/or enrolled members;

Nature of Contract;

Software Modules Implemented;

Hardware Configuration;

Implementation Time Line (Proposed and Actual); and

Explanation of any outstanding issues with Client.

**E. 11.5 Potential Conflicts of Interest**

The Offeror should state clearly any potential conflicts of interest along with any current or past business relationships with the COG/BOARDS.

**F. 11.6 State Business Relationships**

The Offeror should state clearly any current or past business relationships with the State of Ohio along with a contact name that can verify relationship with the Offeror.

**G. 11.7 Subcontractors**

Any subcontractor(s) the vendor will employ in the course of this project should be clearly documented along with organizational information as requested above.

**XII. SECTION 12 – SUPPLEMENTAL INFORMATION**

Product Data Sheets:

This section is reserved for the Offeror to provide the COG with any additional information that the Offeror feels is relevant, but not specifically requested. The Offeror should provide data sheets or documentation regarding the system functions and features that will be delivered with the system and are therefore included in the costs proposed.

Describe any additional modules that are available.

Consulting Services:

Information regarding additional information systems or management consulting services that could be purchased, in addition to the implementation services proposed, to assist in the implementation of the SHARES is also desired. Information regarding billing rates is desired. Each service available and the corresponding hourly rate should be provided.

Programming Services:

Information regarding programming services that could be purchased and the related billing rates is also desired.

Training Services:

Information regarding training services that could be purchased and the related billing rates is also desired.

Information contained in this section does *not* relieve the Offeror from the obligation to complete any section of the RFP. Answers within the RFP cannot refer to this section. The intent of this section is to allow the Offeror to present system and service capabilities that may not have been requested in the RFP but are available to the COG or the Boards.

**XIII. SECTION 13 – PROPOSAL RESPONSE INSTRUCTIONS**

**A. 13.1 Executive Summary**

The Offeror should provide an Executive Summary that gives an overview of the proposal, highlighting the offer and outlining the benefits of the company and product (software, hardware, services, etc.) proposed. This section should include a corporate resolution or other evidence of authority. It should also include a proposed grand total summary.

**B. 13.2 Acceptance of Contractual Requirements**

The Offeror should provide acknowledgement of acceptance of the contractual requirements stated in the RFP.

**C. 13.3 Response to Section 9**

Most of the responses in these sections will require a coded response that indicates your system’s ability to meet a specific requirement followed by a detailed explanation of how the system meets the requirement. *Offerors should be candid about their system strengths and limitations and realistic in their responses.* The response definitions are as follows:

Response Codes	Response Definition
Existing	The Offeror’s solution meets the functional requirement "out of the box" as an existing component of its standard product which is in successful operation at a minimum of one client site. The function exists without any modification to the front end coding or database structure and is set primarily through table building and parameter settings within the applications. This response indicates that no customization is required to meet the requirement.
Configuration	The Offeror’s solution does not meet the functional requirement "out of the box", but the system will meet the functional requirement with existing configuration tools, modifiable templates, or similar methods and no programmatic changes are necessary to underlying front end coding or database structure. A trained system administrator is capable of making these kinds of changes to the system.
Customization	The Offeror’s solution does not meet the functional requirement without modification to the existing code base and/or database structure. The Offeror is warranting that it will meet this functional requirement by customizing the software. A developer from the Offeror is required to make these kinds of modifications. Indicate in the comments if this customization is included in the base system cost as quoted or is detailed separately in the cost worksheet,

	including the reference number in the cost worksheet. Indicate the time frame in which the customization could be implemented.
Planned	The Offeror’s solution does not presently meet the functional requirement, but an upgrade to the proposed product is planned and will meet this requirement within the next 12 months. This response indicates that no configuration or customization will be required to meet the requirement and that the upgrade will be included as part of standard support. Indicate the time frame in which the upgrade could be implemented.
Not Available	The Offeror's solution will not address this functional requirement.

Several requirements request a narrative response rather than or in addition to a coded response. The Offeror should take care to read the requirements carefully and respond to the specific items discussed. The Offeror should give a brief comment explaining how the system meets the requirement even if not specifically asked for as part of the requirement.

**D. 13.4 Section 9 Functional Requirements – Additional Narrative**

Both coded and narrative responses for Section 9 Functional Requirements are to be entered into the Excel file (see Section 13.6 below). The Excel file has limited room for narrative. When additional narrative is needed to fully describe or explain a response, the response should be included in the main RFP document using the following format (for example):

Ref #	Feature Description	Offeror Narrative/Comments
9.1	Through a daily electronic batch data interface (EDI) to the Incedo coordination of benefits (COB) table (see Incedo file layout), system provides the results of Medicaid and other 3rd party insurance eligibility checking in each client’s eligibility and updates payor record so that claims are adjudicated to the appropriate payor(s).	

**E. 13.5 Supplemental Information**

This section should include the response to Section 12 Supplemental Information.

Additional information and data sheets to support responses made in the proposal may also be submitted in this section, but the Offeror may not simply refer to documentation without responding to the specific requirement. In cases where the ability to determine an Offeror’s response requires unreasonable effort or research on the part of the evaluation committee, the requirement may be considered unanswered and may be treated as NOT AVAILABLE.

**F. 13.6 RFP 9.0 Functional Requirements Worksheet Tab**

Please be sure to complete each requirement including both coded and narrative responses. If additional narrative is required, mark the appropriate column (addit narrative) and submit additional narrative as outlined in Section 13.4. If additional cost is involved, indicate the item reference number in the Exhibit A Cost Analysis Worksheet that reflects the cost.

Enter the Offeror Name and Date Submitted on the summary tab. Use the following spreadsheet naming convention:

*(Offeror Name) Section 9 Response (Date Submitted).xlsx*

**G. 13.7 RFP Cost Worksheet Tab**

For each Feature Item (Description) please indicate the associate cost. Offeror should identify costs aligned as closely as possible with the columns presented on the worksheet. Include any narrative explanation in the space below the “TOTAL.” Offeror may use the “Other” column for those costs (bid items) that do not fit the worksheet template. Estimated Annual Transactions are provided by the COG based on current business experience by each County Board (see table presented on page 8 of the RFP).

Enter the Offeror Name and Date Submitted on the cover sheet tab. Follow the following spreadsheet naming convention: (Offeror Name) Cost Worksheet (Date Submitted)

## **XIV. SECTION 14 - EVALUATION METHODOLOGY**

### **A. 14.1 Purpose**

The purpose of this evaluation methodology is to establish a process that allows the COG to select the Offeror that meets the needs of the BOARDS most effectively and at the best value. The evaluation process will assess a wide variety of data included in the RFP response. The methodology provides for an analytical evaluation of the Offeror’s ability to meet the system requirements. The end result is a quantified evaluation process leading to the selection of the Bidder.

### **B. 14.2 Functional Requirements Scoring Methodology**

This section outlines the methodology of the detailed evaluation to rank and score the responses from the Offeror. The detailed steps are as follows:

The Offeror’s response to each requirement will be scored. Values will be assigned on the Offeror’s ability to meet each requirement. These values will be referred to as the Offeror’s Response. The Offeror’s response should conform to the instructions found in the RFP. The following values will be assigned:

Offeror Response – Existing = 10

Offeror Response – Configuration = 8

Offeror Response - Custom Development / No Cost = 6

Offeror Response - Custom Development with Cost = 4

Offeror Response - Planned (Future Development) = 2

Offeror Response - Not Available = 0

RFP Section 9 will be evaluated and scored using this methodology.

### **C. 14.3 Implementation Support and Offeror Profile Scoring Methodology**

An in-depth analysis will be performed to determine the ability of the Offeror to deliver the system as specified. The proven track record of the Offeror and the ability to provide implementation, training and ongoing support services for the system are very important criteria for this procurement. Section 10 and Section 11 of the RFP will be evaluated as follows: Responses will be scored as - Meets Minimum Requirement (6), Exceeds Minimum Requirement (8) or Greatly Exceeds Minimum Requirement (10).

The Grand Total Offeror Score will be determined by adding up the individually Calculated Application Scores (Column E) and coming to a Grand Total. This will be the Grand Total Offeror Score that will be used in the summary scoring calculation.

### **D. 14.4 Detailed Cost Analysis**

The cost analysis will be based on the proposed applications and will take in consideration a full year of operation.

The Offeror will complete the Worksheet Tab labeled 13.7 Detailed Cost Analysis for every item on the cost analysis (see Section 13 Excel Worksheet)

The Grand Total System Cost will be based on the sum of the costs for all aspects of the system procurement, even if those items may be purchased in separate procurements.

BOARDS may make adjustments to the cost proposal, for evaluation purposes only, if determined necessary to more accurately represent the correct total cost to BOARDS, but the proposals will be compared on an equal basis.

**E. 14.5 Interviews, Demonstrations and Site Visits**

The preliminary finalists may be interviewed to validate RFP responses and then asked to present demonstrations of their system solution to further validate the system’s capabilities. Reference checks will be made at this point to further qualify the Offeror.

Re-evaluation of the Offeror application and Offeror profile scores will be allowed based on information obtained as a result of interviews, system demonstrations and reference checks.

A recalculation of the proposal based on this new information will be performed following the same methodology described in this section.

The field of preliminary finalists may then be narrowed.

These finalists will be subjected to further review, including potential site visits to client sites that are in production use of the system solution(s) being proposed. The Offeror should assist in the coordination of these site visits but may not participate in the actual on-site review process. This is intended to give the COG the best opportunity to evaluate fairly the ability of the Offeror to provide the system solution being proposed.

**F. 14.6 Final Selection**

A final recalculation following the methodology outlined in this section will be performed and a final Offeror will be selected.

The final selection will represent the Offeror that the Boards perceive offers the best Price Performance Score and has clearly demonstrated an ability to deliver the system solution proposed.

**XV. SECTION 15 - EXHIBITS**

**A. FUNCTIONAL REQUIREMENTS WORKSHEET (separate Excel file)**

The Excel worksheets can be downloaded from <http://www.adamhfranklin.org/>

**B. NOTIFICATION OF INTENTION TO RESPOND TO REQUEST FOR PROPOSAL**

Date:

To: Neelima Savardekar  
 Program Manager, SHARES  
 3C Recovery and Health Care Network, Council of Governments  
 Franklin County Office  
 447 E. Broad St., Columbus, OH 43215  
 Office: 614-222-3785  
 Mobile: 614-603-0196  
 Fax: 614-224-0991  
 Email: [nsavardekar@adamhfranklin.org](mailto:nsavardekar@adamhfranklin.org)

From:

( ) Our organization acknowledges receipt of the Request for Proposal dated June 1, 2015 for Medicaid, Medicare and Other Third Party Eligibility Verification Services and do not plan to respond for the following reason: (please explain)

( ) Our organization acknowledges receipt of the Request for Proposal dated June 1, 2015 for Medicaid, Medicare and Other Third Party Eligibility Verification Services and plans to respond.

Our point of contact for this proposal will be \_\_\_\_\_

The point of contact's email address is \_\_\_\_\_

Company name and mailing address	Signature, printed name, title and date

**C. PERFORMANCE BOND DATA SHEET**

This Performance Bond Data Sheet must be properly completed by the authorized representative of the Offeror’s firm and will be incorporated as a portion of the bid and any resulting contract for the Medicaid, Medicare and Other Third Party Eligibility Verification Services.

Surety Company Name:	
Surety Company Address	Address: _____
	_____
	State: _____ Zip: _____
Contact Name:	
Phone Number:	
Fax Number:	



**AFFIDAVITS AND DECLARATIONS REQUIRED FOR THIS BID**

Each of these sworn affidavits must be properly completed by the authorized representative of the Offeror's firm and will be incorporated as a portion of the bid and any resulting contract for the Medicaid, Medicare and Other Third Party Eligibility Verification Services:

NON-COLLUSION AFFIDAVIT - *Must be Completed and Notarized*

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT - *Must be Completed and Notarized*

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT - *Must be Completed and Notarized*

**D. NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, SS:

\_\_\_\_\_ being first duly sworn,  
deposes and says that they are the \_\_\_\_\_ or authorized representative  
of \_\_\_\_\_,

or is the party submitting this bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person to submit a sham bid, or refrain from bidding; has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder; to fix any overhead, profit or cost element of said bid price, or of that of any other bidder; to secure any advantage against the Counties of Franklin, Cuyahoga and Hamilton; the 3C Recovery & Health Care Network Council of Governments or any person or persons interested in the proposed contract; that all statements contained in said bid of bid are true, and that, such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any other potential bidder. Further, Affiant affirms that no county employee has any financial interest in this company or the bids being submitted.

\_\_\_\_\_  
Affiant and Title

SWORN to before me and subscribed in my presence this  
\_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My Commission expires on \_\_\_\_\_, 2015. (Seal)

**E. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY/PARISH OF \_\_\_\_\_

\_\_\_\_\_ being first

(Printed Name)

duly sworn, deposes and says that they are \_\_\_\_\_

(Printed Title)

of \_\_\_\_\_, the party who made the foregoing bid; that such party as contractor does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. If awarded a contract under this bid, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, sexual orientation or national origin. If successful as the lowest and best bidder under the foregoing bids, this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment, setting forth the provisions of this affidavit.

\_\_\_\_\_

Signature

\_\_\_\_\_

Affiant

\_\_\_\_\_

Company/Corporation

\_\_\_\_\_

Address/City/State/Zip Code

\_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_

Notary Public

My Commission expires on \_\_\_\_\_, 20\_\_\_. (Seal)

**F. DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY/PARISH of \_\_\_\_\_, ss:

\_\_\_\_\_ Being first duly sworn, deposes and says that he/she is the  
(Name)

\_\_\_\_\_ of \_\_\_\_\_  
(Title)

with offices located at \_\_\_\_\_,

and as it's duly, authorized representative states that effective this \_\_\_\_ day of \_\_\_\_\_, 2015.

( ) is not charged with delinquent property taxes on the general list of personal property in Franklin, Cuyahoga or Hamilton County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditors of Franklin, Cuyahoga or Hamilton County, Ohio.

( ) is charged with delinquent personal property taxes on the general list of personal property in Franklin, Cuyahoga or Hamilton County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of Auditors of Franklin, Cuyahoga or Hamilton County, Ohio.

<u>County</u>	<u>Amount</u> (include total amount and any penalties and interest thereon)
Franklin	\$ _____
Cuyahoga	\$ _____
Hamilton	\$ _____
_____	\$ _____
_____	\$ _____

\_\_\_\_\_  
(Affiant)

Sworn to and subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_ (Notary Public)

My Commission expires \_\_\_\_\_, 20\_\_ (Seal) Section 5719.042 O.R.C.

