

**OHIO DEPARTMENT OF MEDICAID
RENEWAL 2 TO CONTRACT**

C-2021-05-0048 R2

This Renewal is made to the Contract by and between the Ohio Department of Medicaid (ODM) and Island Peer Review Organization (CONTRACTOR), signed by ODM on July 29, 2019.

1. The parties agree that original Contract and Renewal #1 (Collectively Exhibit A), and as amended, is applicable for State Fiscal Year 2024 (July 1, 2023 through June 30, 2024) and State Fiscal Year 2025 (July 1, 2024 through June 30, 2025).
2. The parties agree to amend the Scope of Work in Article I of the Contract with Exhibit B of this Renewal #2.
3. The parties agree to amend ARTICLE III to change the end date of the Contract to June 30, 2025.
4. In accordance with ARTICLE IV Compensation, the parties agree that the following language applies to State Fiscal Year(s) 2024 and 2025:
 - A. The total amount payable under this Contract is Twenty-Six Million, Seven Hundred Eighty-Five Thousand, Nine Hundred Eighty-One and 00/100 Dollars (\$26,785,981.00), in accordance with Exhibit C. ODM will pay an amount up to Fourteen Million, Five Thousand, One Hundred Twenty-Nine and 00/100 Dollars (\$14,005,129.00) for State Fiscal Year 2024 and up to Twelve Million, Seven Hundred Eighty Thousand, Eight Hundred Fifty-Two and 00/100 Dollars (\$12,780,852.00) for State Fiscal Year 2025 expressly for the completion of the Deliverables. CONTRACTOR understands that the terms of this Contract do not provide for compensation in excess of the total amount listed in this section. CONTRACTOR hereby waives the interest provisions of ORC 126.30.
5. ARTICLE X. SECTION B. PARAGRAPH 10 Expenditure of Public Funds for Offshore Services – Executive Order Requirements is hereby amended to read as follows:
 10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**
 - a. CONTRACTOR certifies that by executing this Contract and by completing and submitting to ODM the Affirmation and Disclosure form, it has reviewed, understands, and will abide by the Governor’s Executive Orders 2019-12D and 2022-02D and shall abide by those requirements in the performance of this Contract. CONTRACTOR is prohibited from providing services outside of the United States or that allows ODM data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from ODM has been attained. CONTRACTOR affirms and understands that ODM is prohibited from purchasing from Russian institutions or companies. The applicable provisions of this paragraph will expire when the applicable Executive Order(s) is no longer effective.
 - b. Prior to performing any services, and when there is a change in the location of any services provided under this Contract, CONTRACTOR must disclose:
 - (1) The location(s) where all services will be performed by CONTRACTOR or any subcontractor;

- (2) The location(s) where any state data associated with any of the services through this Contract will be accessed, tested, maintained, backed-up, or stored; and
 - (3) The principal location of business for the contractor and all subcontractors.
- c. CONTRACTOR also affirms, understands, and agrees to immediately notify ODM of any change or shift in the location(s) of services performed by CONTRACTOR or its subcontractors under this Contract, and no services shall be changed or shifted to a location outside of the United States. During the performance of this Contract, if the Contractor/subcontractor changes the location(s) disclosed on the Affirmation and Disclosure Form, CONTRACTOR must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.
- d. Termination, Sanction, Damages: ODM is not obligated and shall not pay for any services provided under this Contract that CONTRACTOR or any of its subcontractors performed outside of the United States. Notwithstanding any other terms of this Contract, ODM reserves the right to: recover any funds paid for services the CONTRACTOR performs outside of the United States for which it did not receive a waiver; recover any funds paid to CONTRACTOR for purchases or investments in a Russian institution or company. If services are performed outside of the United States, this will be treated as a material breach of the Contract. ODM does not waive any other rights and remedies provided to ODM in the Contract.

In addition, if CONTRACTOR or any of its subcontractors perform any such services outside of the United States, ODM may, at any time after the breach, terminate this Contract for such breach, upon written notice to CONTRACTOR. If ODM terminates the Contract, ODM may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.

6. Pursuant to ARTICLE XII. SECTION A, CONTRACTOR shall complete Exhibit D for this Contract term.

7. ARTICLE XII. SECTION J. Background Check is hereby added to the Contract:

- J. **Background Check.** CONTRACTOR must comply with Exhibit E, ODM IPP 5001 - Background Checks, as applicable to this Contract. If background checks are required under Exhibit E: CONTRACTOR and subcontractor personnel, including any replacement personnel, assigned to perform services under this Contract must have a background check completed as described in Exhibit E; and, background checks must be current (i.e. completed no more than six months prior to the commencement of the services under this Contract) and completed before the work starts or before reporting to ODM designated project facilities. At its discretion, ODM may reject any CONTRACTOR or subcontractor personnel based on the information provided in the completed background check.

8. All other terms of the Contract are hereby affirmed.

SIGNATURE PAGE FOLLOWS

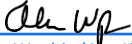
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**OHIO DEPARTMENT OF MEDICAID
RENEWAL 2 TO CONTRACT****SIGNATURE PAGE****C-2021-05-0048 R2**

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

Island Peer Review Organization

Ohio Department of Medicaid


[Alan Woghin \(Apr 17, 2023 08:05 EDT\)](#)

Signature (Blue Ink Please)

Alan Woghin, CPA
Chief Financial Officer/Senior Vice President
Finance & Administrative Services

Printed Name

Apr 17, 2023

Date

1979 Marcus Avenue, Suite 105
Lake Success, NY 11042

Maureen M. Corcoran, Director

Date

50 West Town Street
Columbus, Ohio 43215

**OHIO DEPARTMENT OF MEDICAID
RENEWAL 1 TO CONTRACT**

C-2021-05-0048 R1

This Renewal is made to the Contract by and between the Ohio Department of Medicaid (ODM) and Island Peer Review Organization (CONTRACTOR), signed by ODM on July 29, 2019 and amended and signed by ODM, initially, on June 9, 2020, and amended a second time and signed by ODM on August 25, 2020.

1. The parties agree that Exhibit A attached to this Renewal is applicable for State Fiscal Year 2022 (July 1, 2021 through June 30, 2022) and State Fiscal Year 2023 (July 1, 2022 through June 30, 2023).
2. The parties agree to amend ARTICLE II to change the end date of the Contract to June 30, 2023.
3. In accordance with ARTICLE III. Compensation, the parties agree that the following language applies to State Fiscal Year(s) 2022 and 2023:
 - A. The total amount payable under this Contract is Nineteen Million, Eight Hundred Sixty-Five Thousand, Two Hundred Seventy-Seven and 00/100 Dollars (\$19,865,277.00). ODM will pay an amount up to Nine Million, Four Hundred Seventy-Eight Thousand, Five Hundred Ninety-Eight and 00/100 Dollars (\$9,478,598.00) for State Fiscal Year 2022 and up to Ten Million, Three Hundred Eighty-Six Thousand, Six Hundred Seventy-Nine and 00/100 Dollars (\$10,386,679.00) for State Fiscal Year 2023 expressly for the completion of the Deliverables. CONTRACTOR understands that the terms of this Contract do not provide for compensation in excess of the total amount listed in this section. CONTRACTOR hereby waives the interest provisions of ORC 126.30.
4. All other terms of the Contract are hereby affirmed.

SIGNATURE PAGE FOLLOWS

Remainder of page intentionally left blank.

**OHIO DEPARTMENT OF MEDICAID
RENEWAL 1 TO CONTRACT****SIGNATURE PAGE****C-2021-05-0048 R1**

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

Island Peer Review Organization

Ohio Department of Medicaid

Clare B Bradley MD MPH
Signature (Blue Ink Please)

Maureen M. Corcoran
Maureen M. Corcoran, Director

Clare B Bradley
Printed Name

June 16, 2021
Date

4/28/2021
Date

50 West Town Street
Columbus, Ohio 43215

1979 Marcus Avenue, Suite 105
Lake Success, New York, 11042

**OHIO DEPARTMENT OF MEDICAID
CONTRACT FOR SERVICES**

C-2021-05-0048

RECITALS:

This Contract is entered into between the Ohio Department of Medicaid (ODM) and Island Peer Review Organization (IPRO) (CONTRACTOR).

ARTICLE I. PURPOSE; DELIVERABLES

- A. The Purpose of the contract is to have the CONTRACTOR perform external quality review (EQR) services. The Contractor will perform its responsibilities (Deliverables) under this Contract as follows:

The complete Scopes of Work (SOW) with the detailed descriptions are incorporated as Attachment B. The following are the SOWs summarized: SOW A. Healthcare Effectiveness Data and Information Set (HEDIS), Non-HEDIS, and Ohio-Specific Data Validation, Calculation, and Reporting; SOW A1A. HEDIS Performance Measure Validation; SOW A1B. HEDIS Performance Measure Calculation and Reporting; SOW A2. Non-HEDIS and Ohio Specific Performance Measures Development, Calculation, and Reporting; SOW A 3. Electronic Health Record (EHR) and Electronic Clinical Data Base Measures; SOW B. Technical Assistance for Health Plan Performance Measures HEDIS, CAHPS, HOS, non-HEDIS, and Ohio-specific Measures; SOW C. Consumer Surveys. Consumer Experience Survey, Care Management Survey, Health Outcomes Survey (HOS); SOWC1. Consumer Experience Surveys; SOW C1A. CAHPS - MCP; SOW C1B. CAHPS - MCOP HEDIS, Non-HEDIS, and Ohio-Specific Data Validation; SOW C2. Care Management Surveys; SOW D. Managed Care Plan Quality Rating Scorecard; SOW E. Provider Satisfaction Surveys; SOW F. Encounter Data Validation Studies; SOW F1. Data Collection and Validation; SOW F2. Technical Assistance; SOW G. Encounter Data Volume and Accuracy; SOW H. Performance Improvement Project Validation; SOW I. Ohio Equity Institute Infant Mortality Dashboards; SOWJ. Population Stream and Annual Quality Measure Dashboards; SOW K. Care Innovation and Community Improvement Program (CICIP); SOW K1. CICIP Monitoring; SOW K2. CICIP Hospital System Quality Improvement Strategy Evaluation; SOW L. Ohio Comprehensive Primary Care (CPC) Evaluation; SOW M. Behavioral Health Care Coordination; SOW M1. Calculation of Behavioral Health Care Coordination Performance Measures; SOW M2. Calculation of Expense and Cost Savings; SOW N. Payment Innovation Program Performance Evaluation; SOW O. Care Management Evaluation; SOW P. Health Risk Assessment Data Project and Population Health Management Data Project; SOW S1. Health Risk Data Project; SOW S2. Population Health Management Data Project; SOW Q. General Technical Assistance in Support of Performance Evaluation and Improvement; and SOW R. Engagement on Annual EQRO Technical Report.

- B. The ODM Contract Manager is Cynthia Anderson or successor.
- C. The ODM Contract Manager may periodically communicate specific requests and instructions to CONTRACTOR concerning the performance of the Deliverables described in this Contract. CONTRACTOR agrees to comply with any requests or instructions to the satisfaction of ODM within ten business days after CONTRACTOR's receipt of the requests or instructions. ODM and CONTRACTOR expressly understand that any requests or instructions will be strictly construed to ensure the successful completion of the Deliverables described in this Contract, and are not intended to amend or alter this Contract in any way. If CONTRACTOR believes that any requests or instructions would materially alter the terms and conditions of this Contract or the compensation stated hereunder, CONTRACTOR will immediately notify ODM pursuant to the notice provision of this Contract. CONTRACTOR agrees to consult with the ODM Contract Manager as necessary to ensure understanding of the Deliverables and the successful completion thereof.
- D. **Ownership of Deliverables.**
1. All Deliverables provided by CONTRACTOR under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of ODM, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. CONTRACTOR will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for ODM and CONTRACTOR to use such

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

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

ARTICLE II. CONFIDENTIALITY OF INFORMATION

- A. CONTRACTOR agrees that it shall not use any information, systems, or records made available to it for any purpose other than to fulfill the obligations specified herein. CONTRACTOR specifically agrees to comply with state and federal confidentiality and information disclosure laws, rules, and regulations applicable to programs under which this Contract exists, including, but not limited to:
 1. United States Code, 42 USC 1320d through 1320d-8 (HIPAA);
 2. Code of Federal Regulations, 42 CFR 431.300, 431.302, 431.305, 431.306, 435.945, 45 CFR 164.502(e), 164.504(e), and 162.100;
 3. Ohio Revised Code, ORC 173.20, 173.22, 1333.61, 2305.24, 2305.251, 2305.252, 3701.243, 3701.028, 4123.27, 5101.26, 5101.27, 5160.39, 5160.45, 5168.13, and 5165.88; and
 4. Corresponding Ohio Administrative Code rules.
- B. CONTRACTOR agrees that any data created, received, maintained or transmitted on behalf of ODM by CONTRACTOR shall be returned to ODM not later than 90 calendar days following termination of this Contract and shall certify that no copies of source data were retained by CONTRACTOR, unless as may be otherwise provided for in this Contract or by law.
- C. CONTRACTOR shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper and/or electronic protected personal data and health information that it creates, receives, maintains, or transmits on behalf of ODM against use or disclosure not provided for by this Contract.
- D. CONTRACTOR agrees that access to the records and data provided by ODM for purposes of this Contract will be restricted to only those authorized employees, officials, subcontractors, and other persons who need it to perform duties related to this Contract. CONTRACTOR agrees to provide the ODM Contract Manager with a complete listing of any and all such persons who shall have access to the above referenced records and/or data.
- E. CONTRACTOR agrees that the above records and/or data and any records, reports, databases, and/or other derivative documents created from the information provided under this Contract shall be stored in an area that is physically safe from access from unauthorized persons during duty and non-duty hours. Information provided under this Contract shall be protected electronically to prevent unauthorized access by computer,

remote access, or any other means. CONTRACTOR expressly agrees that no records will be accessed, tested, maintained, backed up or stored outside of the United States.

- F. CONTRACTOR shall assure that all persons who have access to the above referenced information shall be fully apprised as to the confidential nature of the information, the safeguards required to protect the information, and the applicable civil and criminal sanctions and penalties associated with any intentional or non-intentional disclosure. No subcontractor shall receive any information without a written agreement with CONTRACTOR incorporating these assurances.
- G. CONTRACTOR agrees that any information provided under this agreement that is proprietary shall be held to be strictly confidential by CONTRACTOR.
- H. CONTRACTOR shall not share or otherwise disclose any of the above referenced information to any third party without the express written authorization of the Director of ODM. If there is an incident of unauthorized disclosure of information, ODM must be notified in an acceptable timeframe to support regulatory requirements for breach notifications.
- I. CONTRACTOR shall permit onsite inspection by the State of Ohio (including but not limited to ODM, the Auditor of the State of Ohio, the Inspector General of Ohio, the Ohio Attorney General or any duly authorized law enforcement officials) and by agencies of the United States government.
- J. ODM will prepare data pursuant to the security and encryption standards found in Ohio IT Standard ITS-SEC-01, Data Encryption and Cryptography; and NIST Special Publication 800-53. CONTRACTOR shall prepare, store, and transmit all sensitive data relating to the state of Ohio in accordance with Ohio IT Standard ITS-SEC-01, Data Encryption and Cryptography; State of Ohio Administrative Policy IT-14, Data Encryption and Securing Sensitive Data; and NIST Special Publication 800-53.
- K. CONTRACTOR shall comply with Ohio Administrative Policy IT-04, Use of Internet, E-mail and Other IT Resources, as well as any associated agency policies prior to gaining access to statewide and ODM IT resources.
- L. The express terms and conditions of this Article shall be included in all subcontracts executed by CONTRACTOR for any and all work under this Contract.

ARTICLE III. EFFECTIVE DATE OF THE CONTRACT

- A. This Contract is in effect from July 1, 2019 or upon issuance of an approved State of Ohio purchase order, whichever is later, through June 30, 2021, unless this Contract is suspended or terminated prior to the expiration date. This Contract may be renewed through June 30, 2025, upon satisfactory completion of Deliverables hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODM. ODM will issue a notice to CONTRACTOR if ODM decides to renew this Contract. CONTRACTOR will not obligate resources in anticipation of a renewal until notice is provided.
- B. It is expressly understood by both ODM and CONTRACTOR that this Contract will not be valid and enforceable until the Director of the Ohio Office of Budget and Management, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. ODM will notify CONTRACTOR when this certification is given.

ARTICLE IV. COMPENSATION

- A. The total amount payable under this Contract is Fifteen Million, Eight Hundred Sixty-Four Thousand, Three Hundred Four and 87/100 Dollars (\$15,864,304.87). ODM will pay an amount up to Eight Million, Eight Hundred Six Thousand, Five Hundred Eighty-Four and 08/100 Dollars (\$8,806,584.08) for State Fiscal Year 2020 and up to Seven Million, Fifty-Seven Thousand, Seven Hundred Twenty and 79/100 Dollars (\$7,057,720.79) for State Fiscal Year 2021 expressly for the completion of the Deliverables. CONTRACTOR understands that the terms of this Contract do not provide for compensation in excess of the total amount listed in this section. CONTRACTOR hereby waives the interest provisions of ORC 126.30.
- B. Compensation will be paid to CONTRACTOR upon completion of Tasks and Deliverables pursuant to CONTRACTOR's accepted budget, as incorporated in Attachment C.

1. Eighty-percent (80%) of the total amount payable under this Contract shall be allocated to completing key milestones, while twenty-percent (20%) of the total amount payable shall be designated as a performance holdback.
 - a. The total cost for each Task shall be budgeted in the following manner: forty-percent (40%) for completion of a first key milestone; forty-percent (40%) for completion of a second key milestone; and twenty-percent (20%) as a performance holdback payment.
 - b. The performance holdback is comprised of funds held back that are payable to CONTRACTOR upon satisfactorily completing Tasks and Deliverables, and the payment of which is described in Section H of this Article.
 2. Key milestones shall be specified by ODM or collaboratively determined and agreed upon by CONTRACTOR and ODM. The total payable amount of the performance holdback is determined by criteria specified in Section H of this Article. Unless otherwise directed by ODM, CONTRACTOR shall submit invoices:
 - a. Monthly, for key milestones that have been completed and accepted by ODM.
 - b. For performance holdback payments, for the final month (i.e., June) of each state fiscal year(s) during the Contract period. The total performance holdback payment made to CONTRACTOR by ODM shall be determined pursuant to Section H of this Article.
- C. CONTRACTOR will submit detailed invoices on a monthly basis in one of the following manners with a copy to the Contract Manager:
- E-Mail:** invoices@ohio.gov (the preferred file type for email attachments is .pdf.).
- Mail:** Ohio Shared Services
P.O. Box 182880
Columbus, Ohio 43218-2880
- Fax:** 614.485.1039
- CONTRACTOR agrees to use an invoice instrument to be prescribed by ODM and will include in each invoice:
1. CONTRACTOR's name, complete address, and federal tax identification number;
 2. Contract number and dates;
 3. Purchase order number;
 4. Amount and purpose of the invoice, including such detail as required per the compensation section of this Contract, deliverables completed, description of services rendered, hourly rates and numbers of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Contract;
 5. Description of Deliverables performed during the billing period;
 6. Receipt of other proof of cost; and
 7. Other documentation requested by ODM.
- D. CONTRACTOR expressly understands that ODM will not compensate CONTRACTOR for any work performed prior to CONTRACTOR's receipt of notice from ODM that the provisions of ORC 126.07 have been met as set forth in ARTICLE 111, nor for work performed after the ending date of this Contract.

- E. CONTRACTOR expressly understands that ODM does not have the ability to compensate CONTRACTOR for invoices submitted after the State of Ohio purchase order has been closed. CONTRACTOR must submit final invoices for payment no later than 90 calendar days after the ending date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- F. CONTRACTOR understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODM for the payments due under this Contract, this Contract will be terminated as of the date funding expires without further obligation of ODM or the State of Ohio.
- G. CONTRACTOR and QOM understand that the terms of this Contract, when combined with any other payments made to or open encumbrances with CONTRACTOR during the same State Biennium, cannot establish compensation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) aggregate without prior approval from the State Controlling Board in accordance with ORC 127.16.
- H. Meeting Contract requirements and completing contractually-specified Tasks and Deliverables is of mutual interest to ODM and CONTRACTOR. To this end, the parties agree to collaborate on resolving any issues arising from and affecting the ability to complete Contract Tasks and Deliverables.
1. **Corrective Action Plans.** ODM and CONTRACTOR agree that ODM issuing a Corrective Action Plan (CAP) shall be strictly an action of last resort for resolving issues arising from and affecting the successful completion of Contract Tasks and Deliverables.

- a. The criteria specified herein with respect to issuance of CAPs shall be used by QOM to determine the total amount of the performance holdback awarded to CONTRACTOR.

Criteria	Holdback Payment
(1) QOM issued no more than one CAP for a Task.	100%
(2) ODM issued a second CAP for a Task.	50%
(3) ODM issued a third CAP for a Task.	0%

- b. If the same issue or deficiency affects two or more Tasks, one CAP shall be issued that addresses the issue or deficiency for all of the affected Tasks.
- c. One or more CAPs can be issued for a Task; however, they do not have to relate to the same issue or deficiency.
- d. If four or more CAPs are issued for a Task, at its discretion, ODM may invoke the provisions of Article V, Section D of the Contract.
- e. Within 30 calendar days of receiving a CAP (which ODM will provide via email), CONTRACTOR shall have 30 calendar days within which to cure issues identified by the CAP. However, certain instances may require a shorter cure period, which will be stated in the CAP along with its reason.
- f. CONTRACTOR will be held harmless due to re-work or delays resulting from QOM-directed changes affecting previously agreed-upon Task and/or Deliverable-specific requirements.
- g. If CONTRACTOR does not or cannot complete any CAP issued under this Section, at its discretion, ODM may:
- (1) Revise the CAP to enable CONTRACTOR to complete changes needed to meet acceptance by ODM; **or**

(2) Invoke the provisions of Article V, Section D of the Contract.

2. **Detennination of Final Performance Withholding Payment.** ODM shall consider the number of CAPs issued in determining the total performance holdback amount that will be retained from CONTRACTOR's final SFY 2020 and SFY 2021 invoices. At any time, if ODM determines to retain a portion the performance holdback, ODM shall advise CONTRACTOR verbally and in writing (via email) of the reason(s) for the withholding, the total amount, and the condition(s) upon which it is based.

ARTICLE V. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Contract will automatically terminate upon expiration of the time period in ARTICLE 111, or upon completion of all Deliverables, or once all of the compensation has been paid.
- B. Notwithstanding other provisions in this Article, either party may terminate this Contract at will by giving 90 calendar days written notice to the other party. Upon a 30 calendar day written notice to CONTRACTOR, ODM may suspend this Contract at ODM's sole discretion.
- C. Notwithstanding the provision of Section A, above, ODM may suspend or terminate this Contract immediately upon delivery of a written notice to CONTRACTOR if:
1. ODM loses funding as described in ARTICLE IV;
 2. ODM discovers any illegal conduct by CONTRACTOR; or
 3. CONTRACTOR has violated any provision of ARTICLE X.
- D. Unless provided for in Sections A, B and C of this Article, CONTRACTOR will have 30 calendar days within which to cure any breach that is curable after receipt of written notice from ODM that CONTRACTOR is in breach of any of its obligations under this Contract. If CONTRACTOR fails to cure the breach within the 30 calendar days after written notice or if the breach is not curable, ODM may immediately suspend or terminate this Contract. ODM may also suspend or terminate this Contract when breaches are persistent, regardless of whether they are cured within 30 calendar days. For purposes of this Section, "persistent" means that ODM has notified CONTRACTOR three times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The three notices do not have to relate to the same obligation or type of failure. After the third notice, ODM may suspend or terminate this Contract without a cure period if CONTRACTOR again fails to meet any contractual obligation. At the sole discretion of ODM, certain instances of breach may require a shorter cure period than the 30 calendar days generally applicable in this Section. In such instances, ODM will include in its notice of breach the shorter cure period deemed appropriate.
- E. CONTRACTOR, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Deliverables;
 2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Deliverables;
 3. Prepare and furnish a report to ODM, as of the date the notice of termination or suspension was received, that describes the status of all Deliverables and includes the results accomplished and the conclusions reached through Deliverables;
 4. Return all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODM, and copies of all materials produced under or pertaining to this Contract; and
 5. Perform any other tasks ODM requires.

- F. In the event of suspension or termination under this Article, ODM will, upon receipt of a proper invoice from CONTRACTOR, determine the amount of any unpaid Contract funds due to CONTRACTOR for Deliverables performed before CONTRACTOR received notice of termination or suspension. In order to determine the amount due to CONTRACTOR, ODM will base its calculations on the payment method described in ARTICLE IV and any funds previously paid by or on behalf of ODM. ODM will not be liable for any further claims submitted by CONTRACTOR.
- G. If ODM terminates this Contract for any reason provided in this Article, except for termination at will pursuant to Section B or termination for loss of funding pursuant to Section C, ODM will be entitled to utilize another contractor to complete the Deliverables of this Contract on any commercially reasonable terms as ODM and the covering contractor may agree. In this event, CONTRACTOR will be liable to ODM for all costs related to covering the project to the extent that such costs, when combined with payments already made to CONTRACTOR prior to termination, exceed the costs that ODM would have incurred under this Contract. CONTRACTOR's liability under this Section is in addition to any other remedies available to ODM pursuant to this Contract.
- H. Upon CONTRACTOR's breach or default of provisions, obligations, or duties embodied in this Contract or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODM reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODM of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODM or CONTRACTOR fails to perform any obligation under this Contract and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODM will not be effective unless it is in writing signed by the ODM Director.

ARTICLE VI. NOTICES

- A. ODM and CONTRACTOR agree that communication regarding Deliverables, scope of work, invoice or billing questions, or other routine instructions will be between CONTRACTOR and the identified ODM Contract Manager.
- B. Notices to ODM from CONTRACTOR that concern changes to CONTRACTOR's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE X, and/or any other formal notice regarding this Contract will be sent to the ODM Chief Legal Counsel, Office of Chief Legal, 50 West Town Street, 5th floor, Columbus, Ohio 43215.
- C. Notices to CONTRACTOR from ODM concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Contract will be sent to CONTRACTOR's representative at the address appearing on the signature page of this Contract.
- D. All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE VII. RECORDS, DOCUMENTS AND INFORMATION

CONTRACTOR agrees that all records, documents, writings, and other information, created or used pursuant to this Contract will be treated according to the following terms, and that the terms will be included in any subcontracts executed for the performance of the Deliverables under this Contract:

- A. CONTRACTOR agrees that any media produced pursuant to this Contract or acquired with Contract funds will become the property of ODM. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODM will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODM deems appropriate. CONTRACTOR further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Contract. CONTRACTOR understands that all materials and items produced under this Contract will be made freely available to the public unless ODM determines that certain materials are confidential under federal or state law.

- B. All ODM information that is classified as public or private under Ohio law will be treated as such by CONTRACTOR. Should the nature of any information be in question, ODM will determine whether the information is public or private. CONTRACTOR will restrict the use of any information, systems, or records ODM provides to the specific Deliverables of this Contract. CONTRACTOR and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODM and the State of Ohio. CONTRACTOR agrees that the terms of this section will be included in any subcontract executed by CONTRACTOR for work under this Contract.
- C. CONTRACTOR information that is proprietary and has been specifically identified by CONTRACTOR as proprietary will be held as confidential by ODM. Proprietary information is information that would put CONTRACTOR at a competitive disadvantage in CONTRACTOR's market place and trade if it were made public. ODM reserves the right to require reasonable evidence of CONTRACTOR's assertion of the proprietary nature of any information. The provisions of this Article are not self-executing. CONTRACTOR must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.
- D. For audit purposes only, all records relating to cost, work performed, supporting documentation for invoices submitted to ODM, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR and will be made available for audit by state and federal government entities that include, but are not limited to, ODM, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three years after CONTRACTOR receives the last payment pursuant to this Contract. If an audit or similar action is initiated during this time period, CONTRACTOR will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period, unless otherwise directed below in Section E. If applicable, CONTRACTOR must meet the requirements of the federal Office of Management and Budget (OMB) Omni-Circular, 2 CFR Part 200.104. CONTRACTOR acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Contract are presumptively deemed public records.

CONTRACTOR must, for each subcontract in excess of \$2,500.00, require its subcontractors to agree to the same provisions of this Section. CONTRACTOR may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision. This provision does not apply to contracts where federal funds are used and the federal government requires audits of all subcontracts regardless of the amount of the contract.

- E. All records relating to cost, work performed, supporting documentation for invoices submitted to ODM, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Contract is seven (7) years. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, CONTRACTOR agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- F. CONTRACTOR agrees to retain all records in accordance to any litigation holds that are provided to them by ODM, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require CONTRACTOR to keep the records longer than the approved records retention schedule. CONTRACTOR will be notified by ODM when the litigation hold ends and retention can resume based on the approved records retention schedule. If CONTRACTOR fails to retain the pertinent records after receiving a litigation hold from ODM, CONTRACTOR agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- G. CONTRACTOR hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (USC) and the implementing regulations found at Title 45, Parts 164.502(e) and 164.504(e) of the Code of Federal Regulations (CFR) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). CONTRACTOR further agrees to include the terms of this section in any subcontracts that may be executed pursuant to this Contract.

ARTICLE VIII. AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between ODM and CONTRACTOR with respect to all matters herein. Only a writing signed by both parties may amend this Contract. However, ODM and CONTRACTOR agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Contract without the necessity for executing written amendments. Any written amendment to this Contract will be prospective in nature.
- B. CONTRACTOR agrees not to assign any interest in this Contract nor transfer any interest in the Contract without the prior written approval of ODM. CONTRACTOR will submit any requests for approval of assignments and transfers to the ODM Contract Manager at least ten business days prior to the desired effective date. CONTRACTOR understands that any assignments and transfers will be subject to any conditions ODM deems necessary and that no approval by ODM will be deemed to provide for any ODM obligation that exceeds the Contract amount specified in ARTICLE IV of this Contract.

ARTICLE IX. BUSINESS ASSOCIATE REQUIREMENTS UNDER HIPAA

- A. The definitions contained in this section are derived from federal law. Should there be any conflict between the meanings assigned in this Contract and the meanings defined in applicable federal law (even in the event of future amendments to law that create such conflict), the definitions found in federal law will prevail.
1. **General Definitions.** The following terms used in this Contract shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use.
 2. **Specific Definitions.**
 - a. HIPAA means the Health Insurance Portability and Accountability Act of 1996, the American Recovery and Reinvestment Act of 2009 (ARRA) and any other applicable federal statute or regulation.
 - b. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - c. Covered Entity means a health plan, a health care clearinghouse, or health care provider under 45 CFR 160.103.
 - d. Business Associate means a person or entity that, on behalf of the Covered Entity, maintains, performs, or assists in the performance of a function or activity that involves the use or disclosure of "Protected Health Information" under 45 CFR 160.103.
 - e. Protected Health Information (PHI) means individually identifiable information including but not limited to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined under 45 CFR 164.501 and any amendments thereto, received or sent on behalf of the Department.
- B. CONTRACTOR acknowledges that ODM is a Covered Entity under HIPAA. CONTRACTOR further acknowledges that it is a Business Associate of ODM, and, in carrying out the work described in this Contract, agrees to comply with all of the following provisions:
1. **Permitted Uses and Disclosures.** CONTRACTOR will not use or disclose PHI except as provided in this Contract or as otherwise required under HIPAA regulations or other applicable law.
 2. **Safeguards.** CONTRACTOR will implement sufficient safeguards, and comply with Subpart C of 45 CFR Part 164 pertaining to electronic PHI to prevent the use or disclosure of PHI other than as provided for under this Contract. Safeguards will be implemented for all paper and electronic PHI created, received, maintained, or transmitted on behalf of ODM.

3. **Reporting of Disclosures.** CONTRACTOR agrees to promptly report to ODM any inappropriate use or disclosure of PHI that is not in accordance with this Contract or applicable law, including breaches of unsecured protected health information, as required at 45 CFR 164.410, and any security incident CONTRACTOR has knowledge of or reasonably should have knowledge of under the circumstances.

Further, CONTRACTOR shall report to QOM the following:

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

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

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

4. **Mitigation Procedures.** CONTRACTOR agrees to coordinate with QOM to determine specific actions that will be required of the Business Associates for mitigation, to the extent practical, of the breach. These actions will include notification to the appropriate individuals, entities, or other authorities. Notification or communication to any media outlet must be approved, in writing, by QOM prior to any such communication being released. CONTRACTOR will report all of its mitigation activity to ODM and shall preserve all relevant records and evidence.
5. **Incidental Costs.** CONTRACTOR shall bear the sole expense of all costs to mitigate any harmful effect of any breaches or security incidents of which CONTRACTOR has knowledge which are directly caused by the use or disclosure of protected health information by CONTRACTOR in violation of the terms of this Contract. These costs will include, but are not limited to, the cost of investigation, remediation and assistance to the affected individuals, entities or other authorities.
6. **Agents and Subcontractors.** CONTRACTOR, in compliance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) as applicable, will ensure that all its agents and subcontractors that create, receive, maintain, or transmit PHI from or on behalf of CONTRACTOR and/or QOM agree to have, in a written agreement, the same restrictions, conditions, and requirements that apply to CONTRACTOR with respect to the use or disclosure of PHI.
7. **Accessibility of Information.** CONTRACTOR will make available to QOM such information as QOM may require to fulfill its obligations to provide access to, provide a copy of any information or documents with respect to PHI pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 CFR 164.524 and 164.528 and any amendments thereto.
8. **Amendment of Information.** CONTRACTOR shall make any amendment(s) to PHI as directed by, or agreed to by, QOM pursuant to 45 CFR 164.526, or take other steps as necessary to satisfy ODM's obligations under 45 CFR 164.526. In the event that CONTRACTOR receives a request for amendment directly from an individual, agent, or subcontractor, CONTRACTOR will notify ODM prior to making any such amendment(s). CONTRACTOR's authority to amend information is explicitly limited to information created by CONTRACTOR.
9. **Accounting for Disclosure.** CONTRACTOR shall maintain and make available to ODM or individuals requesting the information, as appropriate, records of all disclosures of PHI in a Designated Record Set as necessary to satisfy ODM's obligations under 45 CFR 164.528. For every disclosure the record will include, at a minimum, the name of the individual who is the subject of the disclosure, the date of the disclosure, reason for the disclosure if any, and the name and address of the recipient to which the protected health information was disclosed.

10. **Obligations of Department.** When CONTRACTOR is to carry out an obligation of ODM under Subpart E of 45 CFR 164, CONTRACTOR agrees to comply with all applicable requirements of Subpart E that would apply to ODM in the performance of such obligation.
11. **Access to Books and Records.** CONTRACTOR shall make available to ODM and to the Secretary of the U.S. Department of Health and Human Services any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from ODM, or created or received on behalf of ODM. Such access is for the purposes of determining compliance with the HIPAA Rules.
12. **Material Breach.** In the event of material breach of CONTRACTOR's obligations under this Article, ODM may immediately terminate this Contract as set forth in ARTICLE V, Section B. Termination of this Contract will not affect any provision of this Contract, which, by its wording or its nature, is intended to remain effective and to continue to operate after termination.
13. **Return or Destruction of Information.** Upon termination of this Contract and at the request of ODM, CONTRACTOR will return to ODM or destroy all PHI in CONTRACTOR's possession stemming from this Contract as soon as possible but no later than 90 days, and will not keep copies of the PHI except as may be requested by ODM or required by law, or as otherwise allowed for under this Contract. If CONTRACTOR, its agent(s), or subcontractor(s) destroy any PHI, then CONTRACTOR will provide to ODM documentation evidencing such destruction. Any PHI retained by CONTRACTOR will continue to be extended the same protections set forth in this Section, HIPAA regulations and this Contract for as long as it is maintained.
14. **Survival.** These provisions shall survive the termination of this Contract.

ARTICLE X. CONTRACTOR CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

By executing this Contract, CONTRACTOR hereby affirms current and continued compliance with each condition listed in this Article. CONTRACTOR's certification of compliance with each of these conditions is considered a material representation of fact upon which ODM relied in entering into this Contract:

- A. If at any time, CONTRACTOR is not in compliance with the conditions affirmed in this Section, QOM will consider this Contract *void ab initio* and will deliver written notice to CONTRACTOR. Any funds the State of Ohio paid CONTRACTOR for work performed before CONTRACTOR received notice that the Contract is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
 1. **Debarment Requirements.** CONTRACTOR affirms that neither CONTRACTOR nor any of its principals or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any governmental agency. CONTRACTOR also affirms that within three years preceding this Contract neither CONTRACTOR nor any of its principals:
 - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
 2. **Qualifications to Conduct Business.** CONTRACTOR affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Contract period CONTRACTOR, for any reason, becomes disqualified from conducting

business in the State of Ohio, CONTRACTOR will immediately notify ODM in writing and will immediately cease performance of all Deliverables.

3. **Unfair Labor Practices.** CONTRACTOR affirms that neither CONTRACTOR nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify CONTRACTOR as having more than one unfair labor practice contempt of court finding.
4. **Finding for Recovery.** CONTRACTOR affirms that neither CONTRACTOR nor its principals or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.

B. If at any time CONTRACTOR is not in compliance with the conditions affirmed in this Section, ODM may immediately suspend or terminate this Contract and will deliver written notice to CONTRACTOR. CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE IV, only for work performed during the time CONTRACTOR was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.

1. **Fair Labor Standards and Employment Practices.** CONTRACTOR certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
2. **Civil Rights Laws.**
 - a. CONTRACTOR, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all federal civil rights laws including:
 - (1) Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352);
 - (2) Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et seq.);
 - (3) The Americans with Disabilities Act of 1990 (42 USC 12101, et seq.) and Section 504 of the Rehabilitation Act of 1973; and
 - (4) The Age Discrimination Act of 1975 (42 USC 6101, et seq.).
 - b. In carrying out this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.
 - c. CONTRACTOR agrees that it will not participate in, condone or tolerate any form of sexual harassment against any employee, subcontractor, or other person or entity with which it is associated in performance of this Agreement, which is considered a form of sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, the Ohio Revised Code 4112.02, Ohio Administrative Code 123:1-49, the Anti-Discrimination Policy in State Government Executive Order 2019-05D, or state agency policy.
 - d. CONTRACTOR agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
 - e. CONTRACTOR will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.
3. **Ethics and Conflicts of Interest Laws.**
 - a. CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. CONTRACTOR further

agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.

- b. CONTRACTOR certifies, by executing this Contract, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
- c. CONTRACTOR agrees to refrain from promising or giving to any QOM employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. CONTRACTOR further agrees that it will not solicit any ODM employee to violate ORC 102.03, 2921.42, or 2921.43.
- d. CONTRACTOR agrees that CONTRACTOR, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of CONTRACTOR's functions and responsibilities under this Contract. If CONTRACTOR, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, CONTRACTOR agrees it will immediately disclose the interest in writing to the ODM Chief Legal Counsel at 50 West Town Street, Columbus, Ohio 43215-3414. CONTRACTOR further agrees that the person with the conflicting interest will not participate in any Deliverables until ODM determines that participation would not be contrary to public interest.

4. **Lobbying Restrictions.**

- a. CONTRACTOR affirms that no federal funds paid to CONTRACTOR by ODM through this Contract or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. CONTRACTOR further affirms compliance with all federal lobbying restrictions, including 31 USC 1352. If this Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), CONTRACTOR affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
- b. CONTRACTOR certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
- c. CONTRACTOR, if a recipient of a federal award in excess of One Hundred Thousand and 00/100 Dollars (\$100,000.00), certifies compliance with the Byrd Anti-Lobbying Amendment, which at a minimum, attests CONTRACTOR will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC Chapter 1352.

5. **Child Support Enforcement.** CONTRACTOR agrees to cooperate with QOM and any child support enforcement agency in ensuring that CONTRACTOR and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.

6. **Pro-Child Act.** If any Deliverables call for services to minors, CONTRACTOR agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C - Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.

7. **Drug-Free Workplace.** CONTRACTOR, its officers, employees, members, any subcontractors and/or any independent contractors (including all field staff) associated with this Contract agree to

comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. CONTRACTOR will make a good faith effort to ensure that none of CONTRACTOR's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

8. **Work Programs.** CONTRACTOR agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
9. **MBE Subcontracting Requirements.** Pursuant to the Governor's Executive Order 2008-13S, ODM is committed to making more State contracts and opportunities available to Minority Business Enterprises (MBEs) certified by the Ohio Department of Administrative Services pursuant to ORC 123.151 and OAC 123:2-15-01. In order to fulfill this commitment, CONTRACTOR is required to use its best efforts to seek and set aside a portion of the work for this Contract for qualified MBE businesses wherever possible. In seeking MBE subcontractors, CONTRACTOR must:
 - a. Utilize a competitive process to which only Ohio certified MBEs may respond;
 - b. Require the MBE to maintain its certification throughout the term of the Contract, including any renewals.

CONTRACTOR shall indicate on all invoices submitted to ODM the dollar amount attributed to the goods or services provided by MBE subcontractors along with documentation of the MBE subcontractor's activities. CONTRACTOR shall report its monetary payments to the MBE subcontractor under this Contract monthly to the ODM Agreement Manager.

10. **Expenditure of Public Funds for Offshore Services-Executive Order Requirements.**
 - a. CONTRACTOR certifies that by executing this Contract and by completing the Affirmation and Disclosure form, it has reviewed, understands, and will abide by the Governor's Executive Order 2019-12D and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.
 - b. Prior to performing any services, and when there is a change in the location of any services provided under this Contract, CONTRACTOR must disclose:
 - (1) The location(s) where all services will be performed by CONTRACTOR or any subcontractor;
 - (2) The location(s) where any state data associated with any of the services through this Contract will be accessed, tested, maintained, backed-up, or stored; and
 - (3) The principal location of business for the contractor and all subcontractors.
 - c. CONTRACTOR also affirms, understands, and agrees to immediately notify ODM of any change or shift in the location(s) of services performed by CONTRACTOR or its subcontractors under this Contract, and no services shall be changed or shifted to a location outside of the United States.
 - d. **Termination, Sanction, Damages:** ODM is not obligated and shall not pay for any services provided under this Contract that CONTRACTOR or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Contract, and CONTRACTOR shall immediately return to ODM all funds paid for those services.

In addition, if CONTRACTOR or any of its subcontractors perform any such services outside of the United States, ODM may, at any time after the breach, terminate this Contract for such breach, upon written notice to CONTRACTOR. If ODM terminates the Contract, ODM may

buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.

11. **Combatting Trafficking in Persons.**

- a. CONTRACTOR agrees that it is in compliance with the Federal Acquisition Regulation (FAR) for Combatting Trafficking in Persons, 48 CFR Subpart 22.17, in which "the United States Government has adopted a zero tolerance policy regarding trafficking in persons." The provisions found in 48 CFR Subpart 52.2, specifically Subpart 52.222-50 are hereby incorporated into this CONTRACT by reference.
- b. CONTRACTOR, its employees, its subcontractors, or subcontractor's employees are prohibited from the following activities:
 - (1) Engaging in severe forms of trafficking in persons during the period of performance of the Contract;
 - (2) Procuring commercial sex acts during the period of performance of the Contract; or
 - (3) Using forced labor in the performance of the Contract.
- c. CONTRACTOR agrees that it shall notify its employees, and require all of its subcontractors to notify their employees, of the prohibited activities described in the preceding paragraph.
- d. ODM has the right to immediately and unilaterally terminate this Contract if any provision in this Section is violated and ODM may implement section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104), *see* 2 CFR Part 175.

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

13. **Clean Air Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401, et seq.) and the Federal Water Pollution Control Act as amended (33 USC 1251, et seq.). Violations must be reported to the Regional Office of the United States Environmental Protection Agency (US EPA) and ODM.

14. **Energy Policy and Conservation Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act in accordance with 42 USC 6201. Violations must be reported to the Regional Office of the US EPA and ODM.

15. **Solid Waste Disposal.** CONTRACTOR agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the US EPA at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired by the preceding federal fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the US EPA guidelines.

16. **Experimental, Developmental, or Research Work.** When applicable, if CONTRACTOR enters into a subcontract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable federal and state regulations.

17. **Boycott.** CONTRACTOR acknowledges that, pursuant to ORC 9.76, a state agency may not enter into or renew a contract for supplies, equipment or services with a company that operates to earn a profit unless CONTRACTOR provides the following declaration. If applicable, CONTRACTOR certifies that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade and will not do so during the Contract period. CONTRACTOR will notify ODM immediately if it boycotts a jurisdiction with whom the State of Ohio can enjoy open trade. ODM reserves the right to terminate this Agreement immediately upon discovery of such a boycott.
18. **Certification of Compliance.** CONTRACTOR certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

ARTICLE XI. BUSINESS CONTINUITY PLAN

- A. CONTRACTOR recognizes that certain services under this Contract are vital to ODM and must be continued without interruption. CONTRACTOR shall be prepared to continue providing such services identified by ODM, during periods of disaster, crisis, or other unexpected break in services based upon a Business Continuity Plan (Plan). CONTRACTOR is required to implement and maintain a sustainable Plan throughout the term of this Contract, and provide the Plan to ODM upon request. The Plan will, at a minimum:
 1. Enable continued performance under this Contract in the event of a disaster or other unexpected break in services; and
 2. Ensure the continuity for identified vital services and supporting facilities.
- B. For purposes of this Article, the term "disaster" means an unanticipated incident or event, including, but not limited to, force majeure events, technological accidents or human-caused events that may cause a material service or critical application to be unavailable without any reasonable prediction for resumption; or causes data loss, property damage or other business interruption without any prediction for recovery within a commercially reasonable time period.

ARTICLE XII. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between ODM and CONTRACTOR. CONTRACTOR further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Contract. CONTRACTOR agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law. CONTRACTOR acknowledges and agrees any individual providing personal services under this Contract is not a public employee for the purposes of Chapter 145 of the Revised Code. Pursuant to ORC 145.038, ODM is required to provide individuals and business entities with fewer than five employees the Independent Contractor Acknowledgment (Form PEDACKN, Attachment A). This form requires CONTRACTOR to acknowledge that ODM has notified CONTRACTOR that he or she has not been classified as a public employee and no contributions to the Ohio Public Employees Retirement System will be made on his or her behalf for these services. If CONTRACTOR is a business entity with fewer than five employees, please have each employee complete the PEDACKN form, the first two pages of Attachment A. If CONTRACTOR is not an individual or a business entity with fewer than five employees, please complete page 3 of Attachment A.
- B. **Subcontracting.** All subcontracts will be at the sole expense of CONTRACTOR and CONTRACTOR will be solely responsible for payments of its subcontractors. CONTRACTOR assumes responsibility for all subcontracting and third-party work performed under this Contract. In addition, all subcontractors agree to be bound by the terms and conditions of this Contract. CONTRACTOR will be the sole point of contact with regard to all contractual matters.
- C. **Limitation of Liability.** To the extent allowable by law, CONTRACTOR agrees to defend, indemnify and hold ODM, its officials, employees and agents harmless from and against any and all liability, loss and expense (including reasonable attorneys' fees) or claims for personal injury, property damage, patent and

copyright infringement, or for any liability or claims under ARTICLE IX above ("Business Associate Requirements Under HIPAA"), and/or any other type of claim that arises from the performance of the Deliverables under this Contract. CONTRACTOR's sole and exclusive remedy for any ODM failure to perform under this Contract will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this Article. In no event will ODM be liable for any indirect or consequential damages, including loss of profits, even if ODM knew or should have known of the possibility of such damages. To the extent that ODM is a party to any litigation arising out of or relating in any way to this Contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio. Subject to ORC 109.02, CONTRACTOR agrees to defend ODM against any such claims or legal actions if called upon by ODM to do so.

D. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, CONTRACTOR agrees to defend any suit or proceeding brought against ODM, any official or employee of ODM acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by CONTRACTOR. ODM will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODM may participate in the defense of any such action. CONTRACTOR agrees to pay all damages and costs awarded against ODM, any official or employee of ODM in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section C. If any information and/or assistance is furnished by ODM at CONTRACTOR's written request, it is at CONTRACTOR's expense. If any of the materials, reports, or studies provided by CONTRACTOR are found to be infringing items and the use or publication thereof is enjoined, CONTRACTOR agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of CONTRACTOR under this Section survive the termination of this Contract, without limitation.

E. **General Representations and Warranties.** CONTRACTOR warrants that:

1. The recommendations, guidance, and performance of CONTRACTOR under this Contract will be in accordance with the industry's professional standards, the requirements of this Contract and without material defect.
2. The Deliverables are merchantable and fit for the particular purpose described in this Contract and will perform substantially in accordance with its user manuals, technical materials, and related writings.
3. The Deliverables comply with all governmental, environmental and safety standards.
4. CONTRACTOR has the right to enter into this Contract.
5. CONTRACTOR has not entered into any other contracts or employment relationships that restrict CONTRACTOR's ability to perform under this Contract.

F. **Liens.** CONTRACTOR will not permit any lien or claim to be filed or prosecuted against ODM or the State of Ohio because of any labor, services, or materials furnished. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to CONTRACTOR in connection with this Contract, ODM or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to CONTRACTOR under this Contract.

G. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE VI. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are

controllable by CONTRACTOR's subcontractor(s) will be considered controllable by CONTRACTOR, except for third-party manufacturers supplying commercial items and over whom CONTRACTOR has no legal control. The final determination of whether an instance of delay is excusable lies with QOM in its discretion.

- H. **Severability.** If any provision of this Contract or the application of any provision is held by a court to be contrary to law, the remaining provisions of this Contract will remain in full force and effect.
- I. **Counterpart.** This Contract may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same contract.

ARTICLE XIII. CONSTRUCTION

This Contract will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Contract be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Contract will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Contract impossible.

Signature Page Follows:

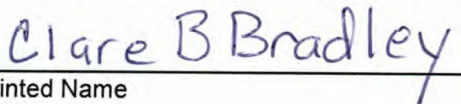
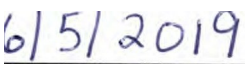
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**OHIO DEPARTMENT OF MEDICAID
CONTRACT FOR SERVICES****SIGNATURE PAGE****C-2021-05-0048**

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

Island Peer Review Organization

Ohio Department of Medicaid


Authorized Signature (Blue Ink Please)
Printed Name
Date

1979 Marcus Avenue, Suite 105
Lake Success, NY 11042



Maureen M. Corcoran, Director

7/29/19

Date

50 West Town Street
Columbus, Ohio 43215

EQRO SOWs

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SOW A: HEDIS, NON-HEDIS, AND OHIO-SPECIFIC DATA VALIDATION, CALCULATION, AND REPORTING

SOW A1A — HEDIS Performance Measure Validation: Tasks 1 through 6

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

The selected supplier must complete the following tasks:

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

Frequency Deliverable A1A: Annually.

Deliverable A1A: The selected supplier must:

1. Produce one FAR review summary report for each applicable line of business. Each report must contain plan-specific findings.

2. Produce one specifications document per each applicable line of business that describe methods for the submission of the health plan self-reported, HEDIS audited data to ODM.

SOW A1B— HEDIS Performance Measure Calculation and Reporting

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

Frequency Deliverable A1B: Annually, beginning with the HEDIS 2019 data submission for each applicable line of business.

Deliverable A1B: The selected supplier will be responsible for producing one aggregate annual HEDIS results/Excel workbook and aggregate report per each applicable line of business, that contains plan-specific and statewide results, as specified by ODM.

SOW A2—Non-HEDIS and Ohio-specific Performance Measures Development, Calculation, and Reporting

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

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

ODM currently uses six measures for the MyCare Ohio Program: CMS Minimum Data Set (MDS) nursing facility measures adapted to evaluate MCOP performance using Ohio-Specific methodology (to include an Opt-In and Opt-Out rate calculated for each MDS measure). There may be additional MDS measures in the future, or for future programs, that align with the overall long-term care value-based purchasing (VBP) strategies. Refer to the MCOP Three Way Contract between ODM, CMS, and the MCOPs and ODM's MyCare Provider Agreement for a list of the measures that are used to evaluate the MyCare Ohio Program located at: <http://medicaid.ohio.gov/Provider/ManagedCare/IntegratingMedicareandMedicaidBenefits.LegalandContracts/RFPs.aspx>.

SOW A2—Tasks 1 through 14

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

1. Develop new methodology documents, in collaboration with ODM, for specific performance measures used by ODM to evaluate Ohio's MyCare Ohio Program;
2. Revise existing ODM methodology documents, in collaboration with ODM, for specific nationally recognized performance measures based on updates to national methodologies, inclusion of additional/different valid data sources (e.g., clinical data [electronic health records]), and other applicable factors on at least an annual basis;
3. Revise existing ODM methodology documents, in collaboration with ODM, for certain Ohio-specific measures based on methodologically sound principles, industry standard practices, measurement techniques applied by other states, national organizations and CMS, and other applicable factors, on at least an annual basis. Currently, the Ohio-specific performance measures include MCOP measures related to long-term care based on MDS data measures. However, additional Ohio-specific measures may be included as programs evolve and new populations are included;
4. Ensure alignment of measures, where possible, across all ODM programs, including, but not limited to, Medicaid managed care, MyCare, and CPC;
5. Develop and/or update programming code in Statistical Analysis System (SAS) or other ODM-approved programming applications per ODM-specified timelines and methodologies;
6. Calculate results for performance measures using documented programming in SAS or other ODM-approved programming application, in accordance with prescribed methodologies and per ODM specified timelines and parameters;
7. Produce MS Excel rate workbooks and/or or other data platforms approved by ODM that may be used by MCPs and/or service providers to potentially use for population health management which contain denominator and numerator performance measures results as requested by ODM;
8. Produce data bases, containing measure denominator, numerator, rates and other member-level specific data (e.g. gender, race, zip code, address) that can be migrated to data

visualization platforms (e.g. Tableau) to easily view and manipulate detailed measure data, including interactive dashboard applications;

9. Develop analytical approach, including alternate data science technologies such as machine learning, for using clinical performance measure results and related data to gain insights into improving health care outcomes;
10. Develop and implement a process to reconcile discrepancies identified by the health plans for calculated performance measure results;
11. Provide SAS and other programming code, including updates, to ODM (SAS code designed to work on ODM's system is to be determined);
12. Provide technical assistance to ODM for using SAS and other programming code as specified by ODM;
13. Conduct a review and validation of programming code for measures specified by ODM; and
14. Accept data in the format provided by ODM, ODM's suppliers, and/or other State of Ohio agencies.

Frequency Deliverable A2: The selected supplier must calculate approximately 22 performance measure results per MCOP plan annually (including the six CMS Minimum Data Set (MDS) nursing facility measures and the eight current measures used and eight newly developed measures from the Transition to Integrated Settings and Person-Centered Planning and Coordination proposed measure list). The number of measures is subject to change.

Deliverable A2: The selected supplier must produce the following:

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

SOW A3—Electronic Health Record (EHR) and Electronic Clinical Data Base Measures

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

The selected supplier will assist ODM in researching existing data sources and methodologies, making recommendations, developing methods, performing calculations, and implementing new measurement techniques related to newly evolving quality measures, such as the HEDIS electronic clinical data system (ECDS) measures, which are calculated using multiple data sources including electronic clinical data systems and SDOH databases (currently, EHR is not available. ODM is working on solutions for getting EHR and will not be able to provide a list of electronic databases for the purpose of response to this SOW).

SOW A3—Tasks 1 through 4

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

Frequency DeliverableA3: As needed by ODM.

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

SOW B: TECHNICAL ASSISTANCE FOR HEALTH PLAN PERFORMANCE MEASURES –HEDIS, CAHPS, HOS, NON-HEDIS, AND OHIO-SPECIFIC MEASURES

ODM uses a combination of HEDIS, CAHPS, HOS, nationally recognized non-HEDIS measures, and Ohio-specific measures to evaluate the performance of Ohio’s Medicaid Managed Care Program and MyCare Ohio Program participating health plans. The specific measures used align with goals and population streams established in ODM’s Quality Strategy. ODM sets performance expectations and compliance standards for the measures used to monitor health plan performance in the ODM Provider Agreements. ODM continually evaluates the appropriateness of selected measures and associated performance expectations in relation to population needs, program priorities, sustained performance improvement, and Quality Strategy goals and objectives.

SOW B — Technical Assistance for Health Plan Performance Measures: Tasks 1 through 10

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

populations such as Managed Long-Term Services and Support (MLTSS) into managed care.

The selected supplier must:

1. Assist ODM in the identification and selection of performance measures and/or measurement sets that are used to monitor the compliance of health plans with minimum performance standards and/or to award performance incentives to plans that meet ODM specified criteria. ODM has used criteria such as the following when selecting measures:
 - a. Are clinically appropriate for the specific population(s) being monitored;
 - b. Align with and support the goals of ODM's Quality Strategy;
 - c. Produce meaningful and robust results for Ohio's key areas of focus;
 - d. Integrate new measures as industry measurement sets evolve (e.g., CHIPRA, Adult Medicaid Core Set, eCQMs, etc.);
 - e. Ensure reliability, availability, standardization, and accuracy of data sources (e.g., EHRs, vital statistics, claims) required for calculation of measures; and
 - f. May be trended over time to measure changes in performance, comparisons to other Ohio Medicaid plans, and comparisons with national benchmarks.
2. Recommend and/or evaluate methodologies for establishing minimum performance standards used to monitor plan compliance and set performance incentive levels used to award performance incentives to health plans using criteria specified by ODM. ODM has used criteria such as the following when selecting minimum performance standards:
 - a. Are based on research and knowledge of other states', organizations', and CMS' approaches to setting performance expectations for providers/MCPs;
 - b. Use national benchmarks and/or other industry-based standards when available and appropriate;
 - c. Drive performance improvement for Ohio's Medicaid Managed Care Program and the MyCare Ohio Program;
 - d. May be adjusted if there are changes in methodologies after the performance expectations are set; and
 - e. Use statistical analyses, or other sound methodology for setting standards, when national benchmarks are not available.
3. Identify and inform ODM of updates in HEDIS, CAHPS, HOS, and nationally recognized non-HEDIS measure methodology within seven calendar days of the release of published updates;
4. Quantify the potential impact on HEDIS results from methodology changes to specific HEDIS measures using sound analytical techniques, in accordance with ODM's timeline;
5. Recommend a methodology for adjusting performance standards if a measure's methodology changes after ODM performance standards are set;
6. Perform ad hoc analyses related to questions raised by ODM and/or health plans regarding performance measure result calculations;
7. Act as a liaison between ODM and NCQA and/or CMS with respect to specific questions on HEDIS, CAHPS, and HOS measures and methodologies;
8. Ensure data collaboration, consistency, and coordination calculating HEDIS, CAHPS, and HOS performance measure results with CMS for the duration of the MyCare Program;
9. Provide technical assistance to MCPs, MCOPs, and ODM, as needed, related to HEDIS and health plan self-reported data issues and their resolution; and

10. Research, develop, implement, collect, calculate, and validate the new quality measures that are specific towards rebalancing (e.g., NCQA's rebalancing measure that is under-development), long- term care (LTC) and waiver populations including HCBS. Examples are:
 - a. HEDIS measures specific to LTSS population:
 - i. Readmission within thirty (30) Days of Hospitalization
 - ii. Flu Vaccination
 - iii. Pneumococcal Vaccination
 - iv. Adherence to Medication Regimen
 - b. CAHPS – HCBS. The 69 core items developed for measuring beneficiary experience with the Medicaid HCBS delivered by providers. Include the following topics:
 - i. Getting Needed Services
 - ii. Communication with Providers
 - iii. Case Managers
 - iv. Choice of Services
 - v. Community Inclusion and Empowerment
 - vi. Personal Safety
 - vii. Medical Transportation

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

SOW C—CONSUMER SURVEYS: CONSUMER EXPERIENCE SURVEYS AND CARE MANAGEMENT SURVEYS

SOW C1. Consumer Experience Surveys

SOW C1A: CAHPS – Ohio Medicaid Managed Care Program

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

SOW C1A —Tasks 1 through 2

1. Data Receipt and Validation

Ohio's contracted MCPs are required to administer the *NCQA HEDIS CAHPS Adult Medicaid Health Plan Survey* and the *NCQA HEDIS CAHPS Child Medicaid Health Plan Survey (with the*

chronic conditions measurement set) and to submit the items listed below to ODM on an annual basis, per the *ODM CAHPS Survey Administration and Data Submission Specifications* (the below documents may be viewed at the following link: <http://medicaid.ohio.gov/Portals/0/Resources/Managed%20Care%20Reports/MethodsSpecs/2018/ODM-CAHPS-Survey-Admin-Specs.pdf>).

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

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

The selected supplier must perform the following requirements:

1. Develop a data file layout document to be provided to Ohio's contracting MCPs for their use in submitting the Ohio-Specific Member-Level Data Files;
2. Establish and maintain a secure file transfer protocol (FTP) site to allow for receipt of the data;
3. Receive, maintain, and process the data;
4. Validate the data in accordance with the *ODM CAHPS Survey Administration and Data Submission Specifications*; *HEDIS Volume 3: Specifications for Survey Measures*; *NCQA's Quality Assurance Plan for HEDIS Survey Measures*; *NCQA and ODM data file layouts*; and *NCQA Summary Reports* (for Ohio's contracting plans); and
5. Inform ODM that all required data files were received and conform to the *ODM CAHPS Survey Administration and Data Submission Specifications*.

2. Data Analysis

The selected supplier must perform the following general requirements:

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

The selected supplier must perform the following specific analyses:

1. Calculate response rates;
2. Prepare adult, general child, children with chronic conditions (CCC), and children

- without chronic conditions demographic (non-CCC) profiles;
- 3. Prepare general child, CCC, and non-CCC respondent profiles;
- 4. Prepare a profile of members classified as children with chronic conditions (i.e., responses to the CCC screener questions);
- 5. Conduct a respondent/non-respondent analysis and test for statistically significant differences between respondents and non-respondents at the MCP and Ohio Medicaid Managed Care Program levels, with respect to member age, gender, race, and ethnicity;
- 6. Conduct a comparative analysis of MCP, Ohio Medicaid Managed Care Program, and national Medicaid averages, and test for statistically significant differences between MCP level and Ohio Medicaid Managed Care Program level scores;
- 7. Conduct a trending analysis of MCP, Ohio Medicaid Managed Care Program, and national Medicaid averages, and test for statistically significant differences between current and prior year's scores for each MCP and the Ohio Medicaid Managed Care Program;
- 8. Produce star ratings tables for adult and general child members that compare MCP and Ohio Medicaid Managed Care Program mean scores for the core measures (i.e., global ratings and composite measures) to national Medicaid benchmarks provided in *NCQA CAHPS Benchmarks and Thresholds for Accreditation*;
- 9. Conduct a key driver analysis for approximately three of the CAHPS core measures (to be determined) which includes a review of MCP and Ohio Medicaid Managed Care Program performance on the key drivers to identify strengths and weaknesses and presents findings using an analytic diagram or model (e.g., a priority matrix, opportunity analysis). Separate analyses should be performed on the adult and general child data;
- 10. Develop cross tabulations of specific survey data (e.g., responses to each survey question stratified by certain demographic variables), for the adult and general child populations, as specified by ODM;
- 11. Conduct a comparative analysis of CCC and non-CCC mean scores, and test for statistically significant differences between CCC and non-CCC level scores;
- 12. Conduct a trending analysis of CCC and non-CCC means, and test for statistically significant differences between current and prior year's scores for each population; and
- 13. Develop cross tabulations of specific survey data (e.g., responses to each survey question stratified by certain demographic variables), for the CCC population only, as specified by ODM.

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

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

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

4. One Survey Methodology Report.
5. One Demographics Report (typically slides displaying results tied to key demographics such as race, age).

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

SOW C1B: CAHPS – MyCare Ohio Program

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

SOW C1B – Tasks 1 and 2

1. Data Receipt and Validation

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

The selected supplier must perform the following general requirements:

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

2. Data Analysis

The selected supplier must perform the following general requirements:

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

The selected supplier must perform the following specific analyses:

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

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

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

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

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

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

SOW C2 – Care Management Surveys

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

The selected supplier must conduct survey research to evaluate Ohio Medicaid members' experiences with the health plans' care management program operations and service delivery and to assess their satisfaction with those services. Care management programs provided by the state's

contracted MCPs and those provided by the state's contracted MCOPs will be assessed separately. Specific study populations and indicators will be developed in collaboration with ODM. Each survey will be conducted annually. Additional plans and lines of business may be added in the future as needed.

SOW C2—Tasks 1 through 10:

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

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

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

Frequency Deliverable C2: Annually, beginning in SFY 2020, the supplier must conduct one survey for MyCare and one survey for Managed Care.

Deliverable C2: For each program (i.e., Managed Care, MCOP) and contract year in which a survey is conducted, the selected supplier must create one full report for each program with a unit of analysis at the plan-level for purposes of sampling and reporting (for a total of two reports). Each report must include, but not be limited to, the following sections: Executive Summary, Introduction, Methodology, Results including Trending Over Time, Summary, Conclusions and Recommendations.

SOW D: HEALTH PLAN QUALITY RATING SCORECARDS

This Deliverable focuses on production of Quality Rating Scorecards for health plans by line of business, evaluating plan performance using established methodology and metrics. The scorecards present star ratings based on standardized scores that summarize performance at the measure, category, domain, and overall plan levels. The scorecard methodology is revised, as needed, to align with revisions to the Provider Agreements between ODM and the plans. ODM's dashboard application provides most of the data for the scorecard. Currently, the scorecard is generated primarily in Microsoft® Excel and Microsoft® Word. Data is both exported and manually entered into a series of Excel workbooks that ultimately feed into a master spreadsheet and word template

that generate PDFs for reports. Currently, the dashboard is static, and this will be the expectation at the start of the contract. However, the supplier must be prepared to make recommendations to improve data visualization platforms (e.g. Tableau), including interactive dashboard applications. ODM desires the ability for visualization from different perspectives including consumer, stakeholder, and internal.

SOW D—Tasks 1 through 8

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

Frequency Deliverable D: One scorecard per each line of business, annually, finalized in time for open enrollment in November. For SFY22 and SFY23, there will be one scorecard. Beginning in SFY24, additional lines of business will be added. Planning funds should be included in SFY23 to accommodate readiness for the new lines of business.

Deliverable D: The selected supplier must establish a work plan for developing and implementing an electronic Quality Rating Scorecard per each applicable line of business, (these are separate scorecards, alignment of the methodologies for each, where possible, will be determined by the selected supplier and ODM) to assist ODM in evaluating the performance of the Ohio Medicaid Program's contracted health plans. The selected supplier must develop and implement the electronic scorecards and produce individual plan and summary results, per ODM specifications, on an annual basis. The supplier must modify/enhance the scorecard tools (analytics, reporting, and/or reference materials) as needed, to align with ODM's changing business requirements. These Deliverables will include the development and implementation of all necessary hardware, including any proprietary hardware as determined by the supplier for the Ohio Department of

Medicaid to use or access the data analytics or reports., software, data and documentation (e.g., scorecard methodology, scorecard reports).

SOW E: PROVIDER SATISFACTION SURVEYS

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

SOW E1 – Tasks 1 through 8

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

1. Identify study populations and indicators;
2. Recommend, select, and/or develop survey instrument(s), with preference given to nationally accepted, publicly available survey measures and instruments;
3. Develop and follow a sampling plan that uses a representative sample, allows data to be analyzed per plan, and uses a 95 percent confidence level with a five percent margin of error. Currently, the eligible number of providers available to be surveyed is approximately 5850;
4. Develop and follow a data analysis plan that includes risk adjustment and statistical significance testing when appropriate;
5. Develop and follow reporting expectations and report outlines;
6. Use survey administration protocols designed to achieve high response rates;
7. Use data collection procedures that ensure data are valid and reliable; and
8. Validate data by:
 - a. Validating that the number of records and completes match final disposition report;
 - b. Ensuring disposition codes and questions coded according to project specifications;
 - c. Validating all data elements have valid values; and
 - d. Calculating results in accordance with data analysis plan approved by ODM.

Frequency Deliverable E1: Administer the survey annually, effective SFY 2020. The timeframe for administering the survey (i.e., month/CY) during each SFY will be determined in collaboration with ODM.

Deliverable E1: The selected supplier must produce the following two reports each SFY:

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

SOW E2: OHIORISE PROVIDER SATISFACTION SURVEY

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

SOW E – Tasks 1 through 8

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

1. Identify study populations and indicators;
2. Recommend, select, and/or develop survey instrument(s), with preference given to nationally accepted, publicly available survey measures and instruments;
3. Develop and follow a sampling plan that uses a representative sample and uses a 95 percent confidence level with a five percent margin of error.
4. Develop and follow a data analysis plan that includes risk adjustment and statistical significance testing when appropriate;
5. Develop and follow reporting expectations and report outlines;
6. Use survey administration protocols designed to achieve high response rates;
7. Use data collection procedures that ensure data are valid and reliable; and
8. Validate data by:
 - a. Validating that the number of records and completes match final disposition report;
 - b. Ensuring disposition codes and questions coded according to project specifications;
 - c. Validating all data elements have valid values; and
 - d. Calculating results in accordance with data analysis plan approved by ODM.

Frequency Deliverable E2: Administer the survey annually, effective SFY 2024. The timeframe for administering the survey (i.e., month/CY) during each SFY will be determined in collaboration with ODM.

Deliverable E2: The selected supplier must produce the following two reports each SFY:

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

SOW F: ENCOUNTER DATA VALIDATION STUDIES

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

ODM uses encounter data as a primary data source to set capitation rates for plans, monitor plan performance, determine member service utilization, and evaluate program effectiveness. Key data

elements related to payments between plans and providers, TPL, diagnoses, and procedures are especially important for rate setting and ensuring appropriate access to and quality of care. The purpose of this study is to evaluate the accuracy and completeness of key data encounter data elements, including but not limited to costs associated with the provision of Medicaid services, accurate identification of service providers, and complete diagnosis and procedure coding.

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

SOW F1—Data Collection and Validation: Tasks 1 through 5

In conducting this study, the selected supplier must:

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

Frequency Deliverable F1: Annually

Deliverable F1: The selected supplier must produce one report for the Medicaid Managed Care Program and one report for the MCOP that each include plan-specific and statewide results. The reports must include at a minimum the following sections: Executive Summary, Methodology, Findings, Conclusions, and Recommendations.

SOW F2—Technical Assistance

The selected supplier must provide up to 250 hours of technical assistance to the plans that perform poorly on the encounter data validation studies and/or are found to maintain poor quality data.

SOW F2—Tasks 1 through 3

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

1. Providing plans with guidance on how to monitor the accuracy and completeness of the encounter data that is submitted to ODM;

2. Providing plans with guidance on how to establish edits; and
Providing plans with guidance on how to link various files (e.g. the provider file with administrative claims file) to ensure that the plans are providing ODM with all of the required encounter data elements.

SOW G—ENCOUNTER DATA VOLUME AND ACCURACY

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

SOW G1: Encounter Data Volume Assessments—Tasks 1 through 13

1. The supplier must develop and produce monthly and/or quarterly reports designed to examine and compare the volume of accepted encounters of the Managed Care, MyCare Ohio plans, and OhioRISE Plan to each other, separated by eligibility category, including, but not limited to, the following categories of service:

For the Medicaid Managed Care Plans: Inpatient Hospital; Behavioral Health; Emergency Department; Dental; Vision; Primary and Specialist Care; Pharmacy; Durable Medical Equipment; Deliveries; and Outpatient Services.

For the MyCare Ohio Plans: Inpatient Hospital; Behavioral Health; Emergency Department; Dental; Vision; Primary and Specialist Care; Pharmacy; Durable Medical Equipment; Nursing Facility; Home Health; and Outpatient Services.

For the OhioRise Plan: Inpatient Hospital; Behavioral Health; Inpatient; Residential; Intensive Home-Based Treatment (IHBT); Crisis; Clinical; Care Coordination; Assessment and Testing; Waiver; and Others.

2. Develop and update methodologies with documentation based on updates to cost report methodologies or other programmatic changes determined relevant to encounter volume, with the inclusion of valid data sources in collaboration with ODM for the categories of service listed above and others that may be pertinent to encounter volume on at least an annual basis;
3. Develop a data-driven approach to identify gaps in encounter data submissions to include in the quarterly reports;
4. Develop a methodology for benchmarking encounter data volume and setting performance thresholds, which may include an improvement component and/or minimum set standards for which ODM can hold the managed care plans, MyCare Ohio plans, and the OhioRISE Plan accountable;
5. Develop and/or update programming code in SAS or other ODM-approved programming applications;
6. Calculate results for encounter data volume measures using documented programming in SAS or other ODM-approved programming application;

7. Produce MS Excel rate workbooks and/or other data platforms approved by ODM that may be used by managed care plans, MyCare Ohio plans, and the OhioRISE Plan which contain denominator and numerator performance measures results as requested by ODM;
8. Produce data bases, containing measure denominator, numerator, and rates that can be migrated to data visualization platforms (e.g. Tableau) to easily view and manipulate detailed measure data, including interactive dashboard applications;
9. Develop and implement a process to reconcile discrepancies identified by the managed care and MyCare Ohio plans for calculated performance measure results;
10. Provide SAS and other programming code to ODM;
11. Provide technical assistance to ODM for using SAS and other programming code as specified by ODM;
12. Conduct a review and validation of programming code for measures specified by ODM; and
13. Accept data in the format provided by ODM, ODM's suppliers, and/or other State of Ohio agencies.

Frequency Deliverable G1: The selected supplier must calculate the Encounter Data Volume measure results for the Managed Care, MyCare Ohio Plans, and the OhioRISE Plan for comparison purposes on a quarterly and/or monthly basis. The measure list is subject to change.

Deliverable G1: The selected supplier must produce the following:

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

SOW G2: Encounter Data Submission Completeness Assessments – Tasks 1 through 12

To ensure consistent, timely, and complete encounter data submissions by the Managed Care and MyCare Ohio Plans, the selected supplier must complete the following for metrics identified below but not limited to:

1. Develop and update methodologies with documentation to ensure that all Managed Care, MyCare Ohio Plans, and the OhioRISE Plan have submitted complete encounter data that accurately reflects the data maintained in the plans' claims systems;
2. Develop a data-driven approach to identify differences between encounter data between claims data stored in the plans' systems and encounter data sent to and reflected in ODM's data systems;
3. Develop a methodology for benchmarking the difference between the claims data stored in plans' systems and encounter data reflected in ODM's data systems, which may include and improvement component and/or minimum set standards for which ODM can hold the Managed Care and MyCare Ohio plans accountable;

4. Develop and/or update programming code in SAS or other ODM-approved programming applications;
5. Calculate results for claim to encounter comparison measures using documented programming in SAS or other ODM-approved programming application;
6. Produce MS Excel rate workbooks and/or other data platforms approved by ODM that may be used by managed care plans, MyCare Ohio plans, and the OhioRISE Plan which contain denominator and numerator performance measures results as requested by ODM;
7. Produce data bases, containing measure denominator, numerator, and rates that can be migrated to data visualization platforms (e.g. Tableau) to easily view and manipulate detailed measure data, including interactive dashboard applications;
8. Develop and implement a process to reconcile discrepancies identified by the managed care, MyCare Ohio plans, and the OhioRISE Plan for calculated performance measure results;
9. Provide SAS and other programming code to ODM;
10. Provide technical assistance to ODM for using SAS and other programming code as specified by ODM;
11. Conduct a review and validation of programming code for measures specified by ODM;
12. Accept data in the format provided by ODM, ODM's suppliers, and/or other State of Ohio agencies.
13. Maintain and update the Encounter 360 dashboards. The measures on this report currently apply to both the Managed Care and MyCare Program. OhioRise Plan will be included as newly addition from SFY23. Measures are subject to change and additional lines of business may be added in the future; and
14. Update dashboard on a quarterly and/or monthly basis and send an e-mail notification with Tableau server links to ODM, Plan representatives; and
15. Provide technical support (e.g. engage in reconciliation processes for encounter quality measures). Inform ODM with ongoing communications and developments.

Frequency Deliverable G2: The selected supplier must calculate the claim to encounter data measure results for the Managed Care, Ohio Plans, and the OhioRISE Plan for comparison purposes on a monthly basis. The measure list is subject to change.

Deliverable G2: The selected supplier must produce the following:

1. Performance measure methodology documents, as specified by ODM;
2. Reconciliation materials (e.g., reconciliation methodology document, Excel rate workbooks);
3. Monthly reports that contain the measures for Claim to Encounter Data comparisons. Reports must contain Managed Care, MyCare Ohio, and the OhioRISE Plan performance measure results, as specified by ODM; and
4. Encounter 360 dashboards on a quarterly or monthly basis.

SOW H: PERFORMANCE IMPROVEMENT PROJECTS

ODM defines quality improvement as a deliberate and defined, science-informed approach that is responsive to member and provider needs and incorporates reliable methods for improving population health. Following this definition, all ODM health plans shall make continuous and

ongoing efforts to achieve measurable improvements in efficiency, effectiveness, performance, accountability, outcomes, and other indicators of quality in services or processes that achieve equity and improve population health. Often these efforts require manual, rapid cycle, iterative work to determine effective strategies that may need to be “hardwired” into plan processes.

During each contract SFY, each health plan will be required to conduct multiple improvement projects as outlined in the ODM Provider Agreements. Each year, one of the improvement projects will be a PIP validated by the EQR. All improvement projects, including PIPs, must achieve, through periodic measurements and interventions, significant and sustained improvement in clinical and/or non-clinical areas which are expected to have a favorable effect on health outcomes and satisfaction. Health plans must adhere to ODM improvement project content and format specifications. All ODM-specified improvement projects span a minimum of 12 months which includes planning and implementation activities, as well as putting processes in place for sustainability and further testing and refinement of interventions during spread.

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

On March 9, 2023, ODM is launching the Antipsychotic Metabolic Monitoring PIP with the OhioRISE PIHP, the SPBM PAHP, and the seven MCOs.

Over the last few decades, antipsychotic prescribing for children and adolescents has increased rapidly. These medications can elevate the risk of developing serious metabolic health complications associated with poor cardiometabolic outcomes in adulthood. Given these risks and the potential for lifelong consequences, metabolic monitoring (blood glucose and cholesterol testing) is an important component for ensuring the appropriate management of children and adolescents on antipsychotic medications.

This project will address the improvement in yearly blood glucose and cholesterol metabolic monitoring among Medicaid-insured children and adolescents prescribed antipsychotics. The project will span 22 months and will be the first project in which three different managed care entities have needed to combine data, care coordination resources, and member and provider supports to collaboratively improve an outcome. The project will follow the Five Milestones of ODM PIPs: (1.) Project Planning and Scoping; (2.) Understanding Current State & Developing the Initial Theory for Improvement; (3.) Designing and Testing Changes to Advance Learning and Inform Implementation, Sustainability, and Spread; (4.) Implementation, Sustainability, and Spread; and (5.) Quality Insights and Continued Spread & Sustainability. IPRO will use the ODM Milestone Assessment Tool for validation of the PIP.

This PIP will overlap the PIP currently taking place by approximately 10 months.

SOW H—Performance Improvement Project Validation: Tasks 1 through 6

As directed by ODM, the selected supplier must:

1. If requested by ODM, provide technical assistance to plans in development, implementation, and administration of the current PIP(s), following the Model for Improvement¹ and focused on an ODM population stream;
2. Incorporating the ODM milestone assessment tool, develop a standardized tool that incorporates CMS' PIP protocol with the Model for Improvement¹ and rapid cycle improvement tools, such as process mapping, Pareto charts, key driver diagrams, the Plan Do Study Act (PDSA) ramps, and statistical process control methods. The standard tool should establish objective criteria that will be used to document the design, implementation, and outcomes of the PIP;
3. Using the standardized tool developed in task 2 above, develop a scoring methodology that will be used to determine if the PIPs are valid and to rate the percentage of compliance with CMS' PIP protocols.
4. Calculate percentage scores in accordance with the scoring methodology developed in task 2 above;
5. Assign a validation status of 'meets', 'partially meets', or 'does not meet' based on the calculation of an overall percentage score; and
6. To provide an opportunity for a plan to increase their score, before the end of each milestone, provide a written assessment of what must be changed for the health plan to achieve a status of met.

Frequency Deliverable H: Annually, with two PIPs overlapping for approximately 6 months of SFY24.

Deliverable H: The selected supplier must produce one report per health plan and PIP topic (i.e., individual reports should be produced for each PIP topic conducted by each plan, which includes 7 Medicaid MCOs, 5 MyCare MCOs, 1 OhioRISE plan (PIHP), and 1 SPBM plan (PAHP).

SOW I: OHIO EQUITY INSTITUTE INFANT MORTALITY DASHBOARDS

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

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

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

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

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

SOW I – Tasks 1 through 6

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

Frequency Deliverable I: Quarterly

Deliverable I:

Measures:

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

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

5. The number and percentage of female Medicaid recipients of childbearing age who use long-acting reversible contraception; and
6. A comparison of the low-birthweight rate of Medicaid recipients with the low-birthweight rate of women who are not Medicaid recipients.

Dashboards:

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

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

SOW J: POPULATION STREAM AND ANNUAL QUALITY MEASURE DASHBOARDS

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

Beginning in 2016, ODM adopted the use of 1-2-page plan-specific quality measure dashboards to provide a visual presentation of each MCP's and MCOP's annual outcome results on

HEDIS/CAHPS measures, as well as multiple year performance trending, a summary of results by population stream, and a summary of performance incentive awards. The dashboards include ODM quality withhold index and population stream index scoring. The selected supplier shall, in collaboration with ODM, update quality measure dashboards for each of the five Ohio MCPs, each of the five Ohio MCOPs, as well as program-level dashboards for the Ohio Medicaid Managed Care program and the MyCare Ohio program. The dashboards will be produced on an annual basis using self-reported, audited HEDIS/CAHPS results, as well as non-HEDIS measure results, and other applicable quality outcome indicators, to be determined by ODM.

SOW J– Tasks 1 through 4

For this Deliverable, the selected supplier must:

1. Complete a work plan for each quality measure dashboard detailing the updating and enhancement of the dashboards, as needed, or requested by ODM;
2. Analyze the dashboard's methodology, including quality measures to be used, data sources as more timely and accurate data becomes available (e.g., clinical data [EHR]), metric calculation, and visual presentation, as needed, or as requested by ODM;
3. The index score for each population stream and MCP will be calculated using a similar methodology to that which is currently calculated for the current annual dashboards (see resource library) with guidance from ODM. The index score must be graphically displayed in a similar manner to current dashboards, including a trend across time for the individual plan as well as the individual plan compared to the other plans; and
4. Modify the dashboard's content and layout, including visual presentation, as needed, or as requested by ODM; and
5. Produce dashboards for: each MCP, MCOP, Medicaid managed care program level, and MyCare Ohio program level. The dashboards must be generated in (or be capable of conversion to) a common electronic format (e.g. PDF) and designed for optimal visualization in electronic and/or hard-copy format.

Frequency Deliverable J: Annually

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

1. Plan-specific quality performance measures trended and compared to national benchmarks (e.g. NCQA HEDIS Quality Compass percentiles), statewide benchmarks and any other applicable benchmarks. Quality performance measures will include HEDIS, CAHPS and ODM-specific quality measures;
2. Population stream plan-specific index scores calculated in accordance with the ODM quality indices scoring methodology, as well as other applicable population stream index scoring. The index score must be graphically displayed in a similar manner to current dashboards, including a trend across time for the individual plan, and compared to the other plans;

3. State/program-level population stream index scores evaluating the Ohio Medicaid managed care program performance in comparison to other state Medicaid managed care programs; and
4. Other quality specific measures or indicators, as specified by ODM, to potentially include performance incentive awards, summary of performance by population stream, and plan-specific and program-level measure results.

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

SOW K: CARE INNOVATION AND COMMUNITY IMPROVEMENT PROGRAM (CICIP) EVALUATION

SOW K: CICIP Hospital System Quality Improvement (QI) Strategy Evaluation – Tasks 1 through 7

Building on past insights on CICIP initiatives evaluate the effectiveness of the quality improvement efforts of the hospital systems and overall program for CICIP, the selected supplier must do the following:

1. Develop an approach to collect the details and categorize each of the hospital system's quality improvement initiatives related to the CICIP performance measures, related interventions, and their population health strategy, for ODM's approval;
2. Develop an approach to track how each hospital system is monitoring and evaluating each of the initiatives and their effectiveness for the Medicaid population, for ODM's approval;
3. Use the approved approach to conduct on-site reviews of each hospital system's quality improvement strategy and processes related to improving outcomes for CICIP performance measures, related interventions, and their population health strategy, including each hospital system's plan to evaluate effectiveness (on-site visits may be conducted virtually on an as-needed basis, with ODM approval);
4. Assess the effective implementation the hospital systems' quality improvement method, rapid cycle data feedbacks with Plan-Do-Study-Act (PDSA);
5. Assess the effectiveness of each hospital system's quality improvement initiatives in improving health care outcomes of their consumers, especially those related to opioid or other substance abuse disorders;
6. Identify best practices and gaps in care, in addition to hospital healthcare system and community health system with results conveyed align with quarterly and annual performance measures and
7. Develop a strategy for ODM to share and spread best practices of hospital systems, synthesize best practice and innovation for potential state-wide dissemination.

Frequency Deliverable K: The selected supplier must produce CICIP QI strategy evaluation results for the CICIP hospital systems on a quarterly basis and in an annual report. The measure list is subject to change.

Deliverable K: The selected supplier must produce, as specified by ODM, the following:

1. ODM-approved methods to collect each hospital systems' strategy and processes to improve outcomes related to CICIP performance measures;
2. ODM-approved methods to track hospital systems' monitoring and evaluation plan;
3. Quarterly reports at the hospital-level for each hospital system;
4. Annual reports that contain evaluations of quality improvement programs related to CICIP. Reports must contain program and hospital-system results;
5. Participate in the annual meeting with the CICIP hospitals to review:
 - a. Hospital-level results;
 - b. Program-level results;
 - c. Strengths and weaknesses of each quality improvement initiative and their overall quality improvement strategy; and
 - d. Recommendations to improve each quality improvement initiative and the hospital system's overall quality improvement strategy and evaluation plan.
6. Annual meeting with all CICIP hospital systems to review performance to identify best performers, evaluate the impact of the CICIP program, share best practices, and develop a plan to spread best practices.

SOW L. Alternative Payment Model Evaluations

Ohio's CPC and CPC for Kids programs emphasize primary care to support improved population health outcomes. CPC is a team-based care delivery model led by a primary care practice that comprehensively manages a patient's health needs with a goal of improving quality of care and lowering costs by empowering practices to deliver the best care possible. CPC for Kids is an optional add-on program specific to pediatric practices that includes additional quality metrics and bonus incentives. Medicaid managed care organizations (MCOs) play a key role in supporting CPC entities to achieve program goals. For more information on the CPC and CPC for Kids programs, please visit <https://medicaid.ohio.gov/resources-for-providers/special-programs-and-initiatives/payment-innovation/comprehensive-primary-care/comprehensive-primary-care>.

The selected supplier will use quantitative and qualitative data to evaluate the implementation, cost-effectiveness, and impact of the CPC and CPC for Kids models. CPC evaluation will include a Consumer Assessment of Healthcare Providers and Systems (CAHPS) or CAHPS-like consumer survey, provider survey, and performance metrics provided by ODM.

The selected supplier is expected to complement the previous evaluation to ensure consistency and prevent duplication. Survey tools and health care analytics used in evaluations must be considered in completing this Deliverable.

SOW L1 – Tasks 1 through 9

In conducting the CPC evaluation and in collaboration with ODM, the selected supplier must consider the following options. All are subject to modification and the final activity will be determined collaboratively between the supplier and ODM:

1. Develop three peer groups to enable analyses of relative changes. One peer group will be based on practice models, i.e., FQHC, hospital-affiliated, & independent; the second peer group is based on geographic location, i.e., urban, suburban, & rural; a third will be based on consumer age, i.e., adult and child. All surveys and analyses will be reported at no less than a peer group level of comparison;
2. With guidance from ODM, develop a time-series design factoring for comparison groups;
3. Use a consumer survey to focus on changes in patients' experience of care as a measurable outcome to provider improvements, set as a rate of change. The consumer survey will include additional Medicaid-specific closed and open-ended questions for a sub-sample of patients in high achieving practices to capture how the practices have benefitted from their experience;
4. Use Provider surveys to focus on the CPC entity's activities to improve organizational process improvement, staffing, cost-of-care, quality measures, and MCO support;
5. Develop health care analytics that focus on overall cost-of-care, utilization, and a subset of quality measures included in the CPC performance reports. Quality measures will be selected based upon an analysis of the measures that have the most variation among CPC entities, and the most room for improvement;
6. Write mini case studies about successful CPC entities including partnerships with MCOs and the evaluation of total cost of care and cost shifting. Best practices will be identified and shared with CPCs and MCOs;
7. Provide a preliminary report summarizing findings from the Ohio CPC Program to inform future waves of entities eligible to participate in the CPC Program and improve the role of the MCOs in supporting CPC entities;
8. Provide a report with results for each component of this Deliverable as they are completed. Each report will include best practices & recommendations for improvement at the entity, managed care organization, and program levels, if applicable; and
9. Provide a year-end annual report each SFY thereafter.

Frequency of Deliverable L1: Annually for each SFY from 2020 through 2025.

Deliverables L1:

1. Develop provider and patient surveys;
2. Conduct analyses;
3. Lead and/or participate in CPC learning sessions and webinars with CPC entities and managed care organizations as directed by ODM; and
4. Annual reports.

L2. Ohio Comprehensive Maternal Care (CMC) Evaluation

This activity is awaiting program maturity, with planning and development in SFY2024.

The CMC program is an Ohio initiative aimed at transforming maternal care infrastructure intended to support improved maternal and infant health outcomes and reduce racial disparities in maternal and neonatal care. It is based on the Patient-Centered Medical Home and uses concepts

of team-based care, patient-centered care, patient satisfaction, and health information interoperability to help practices deliver the best possible care and drive continuous patient outcome improvements. CMC participating practices agree to implement required activities throughout the year, which should then be reflected in their quality metrics, including racial disparities. These activities include enhanced access to care, patient identification and risk stratification, population health management, patient engagement, team-based care delivery, care management plans, care continuity, community integration and engagement, and patient experience. This program will launch in 2023 and ODM anticipates between 50-70 CMC providers in the program. For more information on the CMC program, please visit: <https://medicaid.ohio.gov/INITIATIVES/Maternal-and-Infant-Support>.

In SFY24, the supplier must collaborate with ODM to design an evaluation framework for the CMC program that assesses the impact and effectiveness of the CMC model. This shall consider qualitative and quantitative data sources and ensure alignment between performance measures for the program, monitoring activities (SOW V), and future evaluation.

Frequency of Deliverable L2: SFY 24 will be design of evaluation framework with first year of evaluation being SFY25.

Deliverable L2:

Deliverables will be determined as the framework is defined and will include at minimum, qualitative and quantitative data collection methods, data analysis, and an annual evaluation report.

SOW O. Care Coordination Dashboard

The Ohio Department of Medicaid (ODM) seeks to improve the health for all individuals. This includes using and promoting a population health approach. Data are used to risk stratify members and identify population streams. Strategies specific to risk levels and population streams are developed to improve quality of care, patient experience, and reduce costs of care. Care coordination, including care management, is a critical component of a population health management strategy.

In both Medicaid Managed Care and MyCare Ohio programs, the health plans must offer care coordination services and supports when needed by members. This may extend to new programs which may be added in the future. In order to identify individuals appropriate for care management services, the Plans conduct assessments of members' clinical, social, and safety needs, as applicable. Based on the assessment, a person-centered care plan with goals, interventions, and outcomes is developed by the Plan in conjunction with, and in support of, the member and managing clinician. The Plan care manager/team works with a member and their providers to identify, address, and remove barriers to care; secure resources; and coordinate with providers across systems; facilitate transitions of care; etc.

Case Management Agencies (CMAs) & Recovery Management Agencies (RMAs) provide case management services to Fee-For-Service/Adult Extension (Group 8) individuals who are eligible

for Home and Community Based Waiver Services and individuals who participate in a 1915(i) initiative called the Specialized Recovery Services Program (SRSP).

ODM expects the plans', CMAs', and RMAs' care coordination approach to emulate the following attributes of a high performing system: person and family centered; aligned with and supportive of primary managing clinicians; timely, proactive planned communication and action; assurance of health, safety, welfare; promotion of self-care and independence; emphasis of cross continuum collaboration and relationships; trauma-informed; culturally attuned; and comprehensive consideration of physical, behavioral and social determinants of health.

For more information about care coordination program requirements, please refer to: The Managed Care Agreements, MyCare Ohio Agreements, Case Management Agency Contracts, & Recovery Management Agency Contracts, Ohio's HCBS Waiver applications, and the state plan amendment for SRSP.

Phase 1 – Interactive Dashboard – SFY 2020 and annually thereafter:

Create an interactive dashboard application that displays plan-level and program-level (MyCare, Medicaid managed care) data elements generated from plan & ODM generated files.

- Ability to filter by single and multiple variables that may include items such as:
 - Demographics
 - Enrollment
 - Health risk assessment data
 - Population health management data
 - Comprehensive primary care risk level
 - Opportunity Index level
 - Utilization
- Create reporting capabilities as determined by ODM.

Phase 2: Program Evaluation: SFY 2024

Delay the complex CM program evaluation as described in SOW O below until SFY 2024.

SOW O – Tasks 1 through 8

Evaluation of the Care Coordination Program, the selected supplier must:

1. Design and develop a care coordination program evaluation strategy able to produce robust information to support the State's ability to monitor and assess the effectiveness of the various entities (including the MCPs/MCOPs, the CMAs, the RMAs, etc.) in performing core care coordination activities (e.g. needs assessments, etc.) and addresses factors and care management data such as effectiveness, cost, etc. and other goals as determined by ODM.
2. Calculate and visually display in a report:
 - a. Program level status at a glance including basic statistics such as lives covered, distribution across risk stratification level, etc. Statistics are to be

compared across programs where feasible. Present data from an all-programs view and by contracted entity.

- b. Detail statistics such as trends in spend, total cost of care, quality & efficiency metric requirements, utilization metrics, and any other statistics requested by ODM.
3. Produce reports so users have the capability to ‘drill down’ on any statistic in the report to see metric details such as how many individuals are included in the statistic.
4. Identify key findings and conduct analysis to determine the root causes.
5. Present the report and key findings to ODM staff.
6. Create presentation materials upon ODM’s request.
7. Provide a methods document detailing calculations and data sources for all measures and other statistics included in the report.
8. Provide analytical and programmatic support for complex follow-up questions to further the understanding of the program’s strengths and areas needing improvement.

Frequency of Deliverables O: Phase 1, annually for each SFY from 2020 through 2025. Phase 2, SFY24 and SFY25.

Deliverables O:

Phase 1:

1. Maintain, update, and provide ongoing support, training, and management of the Care Coordination Dashboard;
2. Make recommendations in planning and dashboard expansion to accommodate additional lines of business and to capture a wider range of key care coordination/management metrics and analytics;

Phase 2

1. Conduct analyses;
2. Annual reports;
3. Methods documentation;
4. Conduct root-cause analysis of key findings;
5. Presentation of the reports and key findings; and
6. Analytical and programmatic support for follow-up questions.

SOW P: MANAGEMENT AND ANALYSIS OF SPECIAL DATA SETS

SOW P1: Health Risk Assessment Data

The Medicaid Managed Care Organizations (MCOs), OhioRISE plan, and the MyCare Ohio Plans (MCOPs) are required to complete a standardized health risk assessment (HRA) for all new members. New lines of business may be added in the future. The plans will submit a file in accordance with ODM health risk assessment file specifications to ODM that contains health risk assessment results for all specified members. ODM intends to use the HRA data to assess disparities, risk stratification, and predictive modeling to name a few.

SOW P1—Tasks 1 through 8

Produce and maintain a data collection system containing health risk assessment (HRA) information for individual Medicaid consumers using data files collected, reconciled, and read into the system from the plans:

1. Update file specifications for collecting individual-level HRA information on a quarterly basis from the plans working in collaboration with ODM.
2. Produce an HRA system to store information at the individual-level for consumers to store HRA information. The data must be able to be migrated to data visualization platforms (e.g. Tableau) in order to easily view and manipulate detailed trending and geographical views as developed in conjunction with ODM, including interactive dashboard applications.
3. Create query and reporting ability of the HRA data system in collaboration with ODM.
4. Create ad hoc reports as requested by ODM from the HRA data system.
5. Collect and read in HRA data files to the HRA data system from each plan on a quarterly basis, to include working with the plans to reconcile these files with enrollment information, ensuring that the data files are accurate, complete, and follow the file specifications.
6. Update HRA file specifications and the data system as new data becomes available on at least an annual basis. This may be more frequent if new sources of data (e.g. EHR) become available to integrate with the system.
7. Produce MS Excel rate workbooks and/or or other data platforms approved by ODM that may be used by plans to reconcile the HRA information with their systems;
8. Integrate HRA data with other data sources such as claims data for specific analysis requested by ODM.

Frequency Deliverables P1: The selected supplier must collect and read in HRA data files from plans into the HRA system, ensuring accurate and complete data as specified above, on a quarterly basis.

Deliverables P1: The selected supplier must produce the following:

1. HRA file specification documents, as specified by ODM;
2. Reconciliation materials (e.g., reconciliation methodology document, Excel rate workbooks);
3. HRA system specifications;
4. Quarterly reports showing HRA results by plan, as specified by ODM;

SOW P2: Population Health Management Data Project

The Ohio Department of Medicaid seeks to improve the health of the individuals enrolled in Ohio Medicaid Managed Care Organizations and MyCare Ohio Plans (plans) by taking a population health approach. Data are used to risk stratify members and group them into twelve different population streams: Healthy Children, Healthy Adults, Infants, Women of Reproductive Age – Non-High Risk, Women of Reproductive Age – High Risk, Behavioral Health Children, Behavioral Health Adults – Non-SUD, Behavioral Health Adults – SUD, Children with Chronic

Conditions, Children with Developmental Disabilities, Adults with Chronic Conditions, and Elderly. Strategies specific to risk levels and population streams are developed to improve quality of care, patient experience, and reduce costs of care. ODM expects that all plans assign all members to a population stream, risk stratification level and care management status per the Managed Care Provider Agreement and in accordance with ODM-developed file specifications which can be found at <https://medicaid.ohio.gov/Provider/ManagedCare/ManagedCareProgramAppendix#1879201-2018>. The plans are required to submit three electronic files to ODM on a quarterly basis: population stream, risk stratification level and care management status. ODM intends to use these data files for program evaluation and improvement purposes. Additional lines of business may be added in the future.

SOW P2—Tasks 1 through 8

ODM requests the supplier produce and maintain a system containing the population health management (PHM) information for individual Medicaid consumers using data files collected, reconciled, and loaded

1. Update file specifications for collecting individual-level PHM information on a quarterly basis from the Medicaid plans working in collaboration with ODM.
2. Produce a PHM system to store information at the individual-level for consumers. The data must be able to be migrated to data visualization platforms (e.g. Tableau) in order to easily view and manipulate detailed trending and geographical views as developed in conjunction with ODM, including interactive dashboard applications.
3. Create query and reporting ability of the PHM system in collaboration with ODM.
4. Create ad hoc reports as requested by ODM from the PHM system.
5. Collect and read in PHM data files to the PHM system from each plan on a quarterly basis by working with the plans to reconcile these files with enrollment information, ensuring that the data files are accurate, complete, and follow the file specifications.
6. Update PHM file specifications and the system as new data becomes available on at least an annual basis. This may be more frequent if new sources of data (e.g. EHR) become available to integrate with the system.
7. Produce MS Excel rate workbooks and/or other data platforms approved by ODM that may be used by plans to reconcile the PHM system information with their systems;
8. Integrate PHM data with other data sources such as claims data, EHR data, cost data, and/or health risk assessment data for specific analysis requested by ODM.
9. Using integrated data, develop and conduct an evaluation of each plan's risk stratification and care management data to determine the effectiveness of each plan's processes to identify and assist, e.g., care manage, members with the highest needs. Through this analysis compare plan results and identify best practices in population health management and areas needing improvement for each plan.

Frequency Deliverables P2: The selected supplier must collect and read in PHM data files from plans into the PHM system, ensuring accurate and complete data as specified above, on a quarterly basis.

Deliverables P2: The selected supplier must produce the following:

1. PHM file specification documents, as specified by ODM;
2. Reconciliation materials (e.g., reconciliation methodology document, Excel rate workbooks);
3. PHM system specifications;
4. Quarterly reports showing PHM results by plan, as specified by ODM; and
5. Annual report on the evaluation of plan population health management programs.

SOW P3: OhioRISE Enrollment Data Transmission

To coordinate referrals to OhioRISE, MCOs submit information about newly identified members whom they are referring for OhioRISE services. This information is checked for completeness and transmitted to Aetna for care coordination. The supplier will receive files weekly from the MCOs, clean the data, communicate with the MCOs about any data problems, and transmit a complete file to Aetna. The supplier will also track volume of referrals and report to ODM.

SOW P3—Tasks

1. Create process for MCOs to transmit data to supplier.
2. Ingest and clean data. Work with MCOs on any data errors or problems.
3. Send files to Aetna.

Frequency Deliverables P3: The selected supplier must intake data weekly and submit data to Aetna weekly.

Deliverables P3: The selected supplier must produce the following:

1. Data quality report
2. File of new members sent to Aetna.

SOW Q: GENERAL TECHNICAL ASSISTANCE IN SUPPORT OF PERFORMANCE EVALUATION AND IMPROVEMENT

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

SOW R: VALIDATION OF PROVIDER NETWORK ADEQUACY AND AVAILABILITY.

All Lines of Business (LOB) (e.g., MCOs, MyCare, OHR) must meet all applicable provider panel requirements established by ODM for their designated service areas in order to ensure access to medically necessary, Medicaid-covered services. All LOB are required to submit provider information in a manner specified by ODM to ensure all LOB meet the minimum provider panel requirements. All LOB may submit files on a daily, weekly, or monthly basis to the appropriate system as specified by ODM. Validation of this information is necessary to ensure accuracy of

provider information listed in directories that are used by consumers. The validation activities will be completed for all LOB and the EQRO will validate according to CMS protocols when applicable. Additional requirements will be added related to Network Adequacy Standards when CMS releases new protocols related to 42 CFR § 438.358, section (b)(iv).

SOW R1 —Evaluation of Provider Panel Accuracy: Tasks 1 and 2

A. For MCOs, MyCare, and OhioRISE:

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

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

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

Frequency Deliverable R1: The Medicaid Addenda audit will be conducted in SFY 2024.

Deliverable R1: For each evaluation conducted, the Supplier must create plan specific reports for each LOB reviewed.

SOW R2– Provider Access Surveys: To ensure MCP, MyCare Ohio, and OhioRISE members (future populations may be added) are able to appropriately access providers, ODM employs the use of telephone surveys among a sample of providers to determine appointment availability information for new and existing members. These may be done as a secret shop or revealed caller type survey.

SOW R2A1: Primary Care Provider Telephone Surveys for MCOs and MyCare—Tasks 1 through 5

The supplier must conduct the following with a focus on primary care providers:

1. Develop and/or update a study methodology describing the evaluation approach, which shall include an assessment of the provider directory accuracy;
2. Develop and/or update a standardized data collection tool;
3. Develop a sampling methodology. Use the most recent monthly managed care plan provided provider data files for drawing a sample of providers and develop a standard protocol for sampling;
 - a. A single statewide survey with proportional distribution of sampled cases shall be used.
 - b. An appropriate oversample will be used to account for unreachable providers.

- c. Sample will ensure a 95 percent confidence level and minimum margin of error of plus 5 percent.
4. Develop a script in collaboration with ODM; and
5. Conduct telephone surveys among sampled provider locations.

Frequency Deliverable R2A1: Twice per year, fielded once in fall and once in spring.

Deliverable R2A1: After each survey, supplier will provide ODM with:

- a. A report that includes data tables with aggregate and plan-specific results, include appointment availability and provider directory accuracy; and
- b. Plan-specific workbooks (flat files) containing provider-level survey data results.

SOW R2A2: Behavioral Care Provider Telephone Surveys for OhioRISE—Tasks 1 through 5

The supplier must conduct the following with a focus on behavioral care providers:

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

Frequency Deliverable R2A2: Twice per year, fielded once in fall and once in spring.

Deliverable R2A2: After each survey, supplier will provide ODM with:

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

SOW R2B: Specialist/Specialty Provider Telephone Surveys—Tasks 1 through 5

The supplier must conduct the following with a focus on specialty providers selected by ODM (e.g., SUD, MRSS, Dental, DME.) The goal is to understand what an ODM consumer may experience when seeking services. These have been conducted as revealed caller surveys and secret shop surveys, depending on the specialty:

1. Develop and/or update a study methodology describing the evaluation approach;
2. Develop and/or update a standardized data collection tool;
3. Develop a sampling methodology. Use the most recent monthly managed care plan provided provider data files for drawing a sample of providers and develop a standard protocol for sampling;

- a. A single statewide survey with proportional distribution of sampled cases shall be used.
- b. An appropriate oversample will be used to account for unreachable providers.
- c. Sample will ensure a 95 percent confidence level and minimum margin of error of plus 5 percent.
4. Develop a script in collaboration with ODM; and
5. Conduct telephone surveys among sampled provider locations.

Frequency Deliverable R2B: Twice per year.

Deliverable R2B: After each survey, supplier will provide ODM with:

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

SOW S: EXTERNAL QUALITY REVIEW TECHNICAL REPORT

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

SOW S—Tasks 1 through 6

The supplier must produce a report that follows CMS External Quality Review Technical Report guidelines and includes the following:

1. A description of the manner in which the data from all EQR activities conducted in accordance with 42 CFR § 438.358 were aggregated and analyzed, and conclusions that were drawn with regard to the quality, timeliness and access to health care services furnished to health plans' members;
2. A description of the objectives; technical methods of data collection and analysis; description of data obtained, including validated performance data for each activity conducted in accordance with 42 CFR § 438.358(b) and (c); and conclusions that were drawn from the data for each activity included in the report;
3. An assessment of each plan's strengths and weaknesses for the quality, timeliness and access to health care services furnished to Medicaid managed care members;
4. Recommendations for improving the quality of services furnished by each MCP including how the State can target goals and objectives in the quality strategy to better support improvement in the quality, timeliness, and access to health care services furnished to Medicaid managed care members;
5. Methodologically appropriate comparative information about all participating plans by program (e.g., Medicaid Managed Care Program and MyCare Ohio Program); and
6. An assessment of the plans' effectiveness in addressing recommendations from the prior year's technical report.

Frequency Deliverable S: Annually, beginning SFY 2021.

Deliverable S: Produce one comprehensive technical report that contains findings for the

Medicaid Managed Care Program, the MyCare Ohio Program, OhioRISE (PIHP), and the SPBM (PAHP). The report must meet compliance standards set by Section 508 of the Rehabilitation Act - 29 U.S.C. § 794 (d).

SOW T: TARGETED REVIEWS – VALIDATION OF COMPLIANCE WITH STATE AND FEDERAL PROGRAM REQUIREMENTS

ODM health plans are required to comply with federal and state program requirements specified in the Code of Federal Regulations, the Ohio Administrative Code, the Ohio Revised Code, the ODM Provider Agreements, and 1915(b) and (c) waivers. The selected supplier must conduct an assessment of each plan's performance on and/or compliance with the requirements that are in effect during the time period under review. The assessment may include, but is not be limited to, a targeted review of the following areas: 1) availability of services, 2) assurance of adequate capacity and services; 3) coordination and continuity of care; 4) coverage and authorization of services; 5) credentialing and re-credentialing of services; 6) sub-contracted relationships and delegation; 7) enrollee information and enrollee rights; 8) confidentiality of health information; 9) enrollment and disenrollment; 10) the grievance and complaint process; 11) practice guidelines; 12) quality assessment and performance improvement program; 13) health information systems; 14) fraud and abuse; 15) or other topics identified by ODM.

When conducting reviews for the MyCare, the clinical review team will include a staff person who has substantial experience with Medicaid long-term care services and supports. Prior to initiation of reviews, supplier will be required to provide ODM with the credentials of the persons who will perform this work and present them for ODM approval.

SOW T1—Targeted Review for MyCare Tasks 1 through 6

1. Develop an evaluation methodology that includes, but is not limited to, a review of policies and procedures, staff interviews, and file reviews;
2. Develop a standardized electronic data collection tool that is used for each MCOP (additional health plan types may be added in the future);
3. In collaboration with ODM, maintain and enhance the developed electronic review/reporting tool to improve ease of use (for both reviewers and ODM and plan end-users) and greater functionality for producing ad-hoc reports.
4. Formulate review teams that are comprised of qualified surveyors and/or certified coders who have the appropriate experience, expertise, and credentials to review the records as needed for the reviews. For MyCare CM targeted reviews, teams will be comprised of at least one registered nurse and one social worker.
5. Develop training materials for training the staff in approved data collection and abstraction protocols. ODM must review and approve training materials.
6. Assure inter-rater reliability (IRR), the degree to which different data collectors/abstractors give consistent estimates of the same phenomenon. Recommend a statistical method for ODM consideration and approval for determining inter-rater reliability.

Frequency Deliverable T1:

1. Targeted reviews must be conducted per the following:
 - a. Reviews will be conducted on a schedule/frequency to be determined by ODM. The number of plans subject to a review will vary depending on the topic selected;
 - b. For Care Management (MyCare Plans only) reviews, all five MCOPs are included;
 - i. The reviews will be conducted virtually for SFY22 and SFY23. The sample size (N) for the targeted reviews will be large enough to report results with 95% confidence of being within a 5% margin of error. The sample will be randomized and drawn according to procedures developed in collaboration with ODM and will use ODM supplier files.
 - c. ODM will utilize a time-based reimbursement methodology for the targeted reviews; and
 - d. ODM will allocate a total of 10,000 hours per SFY to support targeted reviews. Supplier can assume that 50% of the hours will be allocated for care management reviews and 50% of hours will be allocated to other operational areas. Supplier will need to submit a budget for each activity requested. If it appears it will be necessary to exceed the maximum allowed upon hours, prior authorization will be required from ODM. Request for additional hours must include detailed description of work done to date, justification for need of additional hours, and estimate of total additional hours needed to complete work.

Deliverable T1: After each targeted review, the supplier must provide evaluation results to ODM in plan-specific reports and program-level reports, as requested. The reports must include an executive summary, introduction, methodology, summary of findings, conclusion, and recommendations for improvement. The completed data collection tool and the information sources used must be made available to ODM.

SOW T2— Targeted Review for MCOs, OhioRISE, or SPBM

This includes all aspects of work included in T1 but focused on MCOs, OhioRISE, or the SPBM and will be performed as necessary when requested by ODM.

Frequency Deliverable T2: As needed.

SOW U: COMPREHENSIVE PRIMARY CARE (CPC) AND CPC FOR KIDS MONITORING.

The CPC and CPC for Kids programs are Ohio initiatives aimed at transforming primary care infrastructure intended to support improved population health outcomes. The programs are based on the Patient-Centered Medical Home and use concepts of team-based care, patient-centered care, patient satisfaction, and health information interoperability to help entities deliver the best possible care while lowering cost of care. CPC and CPC for Kids participating entities agree to implement required activities throughout the program year, which should then be reflected in improvements in their quality and efficiency metric results. These activities include same-day appointments and 24/7 access to care, risk stratification, population health management, team-based care delivery, care coordination, follow-up after hospital discharge, tests and specialist referrals, community services and supports integration, behavioral health integration, and patient

experience. This program launched in 2017 and as of January 1, 2021, there were over 300 practices participating in the programs. For more information on the CPC program, please visit: <http://medicaid.ohio.gov/provider/PaymentInnovation/CPC>.

ODM is interested in evaluating CPC and CPC for Kids entity compliance with the aforementioned activity requirements, assess an entity's strengths and weaknesses, and assess the impact of the activity requirements on CPC quality and efficiency metric results.

SOW U – CPC and CPC for Kids Monitoring: Tasks 1 through 7

This process will consist of entity surveys and in-depth reviews, developing entity and summary level reports, issuing and tracking performance improvement plans, as needed, and providing technical assistance to entities where needed based on performance or where requested by the entity.

The Supplier must conduct each of the following tasks:

1. Develop an evaluation methodology, structured questionnaire/survey, and any other tools ODM and supplier determine are necessary to conduct the review. Develop an electronic tool, in collaboration with ODM, that can be used as a means of gathering information and permits end users to perform ad hoc, end-user defined inquiries of the data. All entities should be evaluated annually via survey, with the opportunity to update previous years' results in the survey tool.
2. Conduct surveys and in-depth reviews for CPC and CPC for Kids entities.
 - a. For CPC reviews, ODM desires in-depth reviews to take place onsite in SFY24 and SFY25. CPC for Kids reviews will primarily be virtual except for sites selected for in-depth review that also participate in CPC for Kids (CPC-K). For efficiency, those sites will have the CPC-K review at the same onsite visit.
 - i. CPC sites selected for in-depth reviews will consist of new sites that have been added and not reviewed previously; sites who had poor performance in the most recent reviews, and the remainder may be sites of particular interest due to outstanding performance, random sample, or other criteria to be determined by ODM and the Supplier. Supplier should expect no more than 60 onsite CPC reviews total per review cycle.
 - ii. Supplier will need to review all entities in CPC for Kids annually for at least the CPC for Kids bonus activities if not conducting a complete in-depth review of the entity. CPC for Kids reviews should not to exceed 125 entities per review cycle (including both those that are in-person those that are virtual).
 - iii. Supplier will work with ODM to derive the final list of entities to receive in-depth reviews prior to conducting said reviews. In-depth reviews are estimated to take approximately 3 hours per entity, not including travel time. Reasonable effort will be made to group onsite practice reviews in time blocks by week and geographically.
 - iv. The scope of all reviews is to evaluate CPC and CPC for Kids entity performance on activity requirements and observe and document innovative practices as well as uses of CPC funds to support CPC activity requirements.

- v. CPC and CPC for Kids partnerships should be evaluated as a single CPC entity, reviewing one practice per partnership. The partnership convener practice is responsible for completing survey requirements on behalf of the partnership; however, in-depth reviews may occur at the convener or any of the of practices within the partnership as determined appropriate by ODM and the Supplier. Supplier is expected to interact with the entities to share ideas and provide technical assistance.
3. Generate a report of the surveys and in-depth reviews for each CPC and CPC for Kids entity that was evaluated (i.e., an individual report for each CPC). The report will include sections consisting of the following:
 - a. A “heat map” identifying the extent to which a CPC met each area of the activity requirements (e.g., green = pass; yellow = concerns/issues; red = fail; and a flag calling out activity requirements that were met in a unique or innovative way);
 - b. Detailed descriptions of how/why each activity requirement was scored, including the reason why any were marked with an innovation flag;
 - c. A profile of the CPC entities, including, but not limited to, its affiliation (i.e., hospital-affiliated or independent), the number of sites within the entity, where the sites are located, CPC entities assigned peer groups, and the longest distance between two sites; and
 - d. Comparison of CPC entities’ performance on quality metrics against results from the CPC monitoring activity e.g., how the ED visit rate measure is impacted by entity policies on extended hours. Include best practices for similar entities for activities needing improvement. Quality and efficiency metric data for each entity should be obtained from report data sent to the CPC and CPC for Kids entities through ODM’s provider portal by ODM or its supplier.
4. Prepare a statewide Summary Report that must include compliance determinations, difficulties encountered by the CPCs, as well as their strengths; recommendations for updating CPC program activity requirements, profiles of CPCs with good outcomes, and statewide results categorized by up to four peer groups (e.g. practice model, size, geography, predominant population served etc.). Include an analysis for each activity to find best practices by peer group that result in high performance on quality and efficiency metrics. The peer groups must align with the ones developed to complete the CPC Evaluation Scope of Work. ODM will provide this information.
5. In collaboration with ODM, take the following actions related to performance improvement:
 - a. Notify CPC entities of any needed performance improvement plans (PIPs);
 - b. Collect PIPs, assuring CPC entities submit them on a timely basis and assessing the PIP’s adequacy;
 - c. Give CPC entities feedback on PIPs, providing them with any needed technical assistance, and determining when PIPs are final;
 - d. Track PIPs over time and follow up with CPC entities as necessary; and
 - e. Support the CPC reconsideration rights process regarding the results of the activity requirement assessments. (CPCs are allowed to contest the results of the assessment reports.) Supplier responsibilities shall include, but not be limited to, providing to ODM documentation and other evidence gathered from the review supporting its findings.

6. Conduct an annual assessment of the monitoring tool(s) used to monitor CPCs. Determine the level of performance of the tool(s) in identifying CPC activities
 - a. needing improvement in order to perform better on clinical and efficiency measures, and
 - b. that serve as best practices.
 - c. Recommend changes to the tool for the following year's reviews.
7. Provide up to 500 hours of technical assistance per SFY, as requested by ODM.

Frequency Deliverable U: SFY24 will include 2 sets of practice reviews, one at the beginning of SFY24 for PY23 and one set of practice reviews in the last quarter of SFY24 for PY24. As the CPC program operates on a calendar year and this contract is based on a fiscal year, deliverables are adjusted based on the cycle for CPC monitoring which is between 12 and 16 months depending on the number of practices reviewed, number of PIPs and TA required, etc.

Contract Period (SFY)	Program Year	Onsite Review schedule
2024	PY 2023	July-September 2023
2024	PY 2024	April-June 2024
2025	PY 2025	March-May 2025

Deliverables SOW U:

1. Practice monitoring reports from reviews
2. Survey results
3. Statewide report
4. TA/PIP reports

SOW V. Comprehensive Maternal Care Practice Monitoring

The CMC program is an Ohio initiative aimed at transforming maternal care infrastructure intended to support improved maternal and infant health outcomes and reduce disparities in maternal and neonatal care. It is based on the Patient-Centered Medical Home and uses concepts of team-based care, patient-centered care, patient satisfaction, and health information interoperability to help practices deliver the best possible care and drive continuous patient outcome improvements. CMC participating practices agree to implement required activities throughout the year, which should then be reflected in their quality metrics, including racial disparities. These activities include enhanced access to care, patient identification and risk stratification, population health management, patient engagement, team-based care delivery, care management, care continuity, community integration and engagement, and patient experience. This program launched in 2023 and currently has approximately 76 CMC providers in the program. For more information on the CMC program, please visit:

<https://medicaid.ohio.gov/resources-for-providers/special-programs-and-initiatives/payment-innovation/cmc/cmc>

ODM is interested in evaluating a CMC practice's compliance with the aforementioned activity requirements, assessing a practice's initial strengths and weaknesses, and the impact of the activity requirements on CMC quality metrics and racial disparities.

SOW V – CMC Monitoring: Tasks 1 through 7

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

The Supplier must conduct each of the following tasks:

1. Develop an evaluation methodology, structured questionnaire, and any other tools ODM and supplier determine are necessary to conduct the review. Develop an electronic tool, in collaboration with ODM, that can be used as a means of gathering information and permits end users to perform ad hoc, end-user defined inquiries of the data.
2. Conduct desk and on-site reviews for CMCs. For the inaugural program year, all CMC practices will receive a desk review. On-site reviews will then be conducted for a selected number of sites that had previous desk reviews (estimate is three hours per practice). Sites for on-site review will be based upon ODM direction. The scope of the review is to evaluate CMC practice's performance on standards and requirements and observe and document innovative practices. Supplier is expected to interact with the practices to share ideas and provide technical assistance as follows:
 - a. For SFY 2024, Supplier shall conduct a desk review for all CMC practices who participated in the 2023 program year; On site reviews will be conducted for up to 1/2 of the CMC practices (maximum of 40 practices).
 - b. For SFY 2025, Supplier shall conduct a desk review for all new practices and 1/2 of the practices that were reviewed in the prior state fiscal year. On site reviews will be conducted for up to 1/2 of practices for which a desk review was conducted. Supplier can anticipate an additional 15 practices for each SFY. See table below for anticipated numbers:

Contract Period (SFY)	Program Year	Desk Review Schedule	Onsite Review schedule	Total Practices	Desk Reviews	On Site Reviews
2024	PY 2023	April-June 2023	July-September 2023	76	76	38
2024	PY 2024	January-February 2024	April-June 2024	90 (incl. 15 new)	53	27
2025	PY 2025	January-February 2025	March-May 2025	100 (incl. 10 new)	50	25

3. Generate a report of the desk and on-site reviews for each CMC that was evaluated (i.e., an individual report for each CMC). The report is expected to include sections similar to those for CPC practices and may be adjusted as needed by ODM.
4. Prepare a statewide Summary Report that must include, but not be limited to, compliance determinations, difficulties encountered by the CMCs, as well as their strengths; recommendations for updating CMC program activity requirements, profiles of CMCs with good outcomes, and statewide results categorized by up to four peer groups (e.g.

practice model, size, location etc.). Include an analysis for each activity to find best practices by peer group that result in high performance on quality metrics and racial disparities.

- a. In collaboration with ODM, take the following actions related to performance improvement:
 - b. Notify CMC practices of any needed performance improvement plans (PIPs);
 - c. Collect PIPs, assuring CMC practices submit them on a timely basis and assessing the PIP's adequacy;
 - d. Give CMC practices feedback on PIPs, providing them with any needed technical assistance, and determining when PIPs are final;
 - e. Track PIPs over time and follow up with CMC practices as necessary;
 - f. Ensure the integrity of the PIP process by assigning a different coordinator for the activity evaluation and the PIP development/implementation; and
 - g. Coordinate the CMC reconsideration rights process. (CMCs are allowed to contest the results of the assessment reports.) Supplier responsibilities shall include, but not be limited to, providing to ODM documentation and other evidence gathered from the review supporting its findings.
5. Conduct an annual assessment of the monitoring tool(s) used to monitor CMCs. Determine the level of performance of the tool(s) in identifying CMC activities
 - a. needing improvement in order to perform better on clinical quality measures and reduce racial disparities, and
 - b. that serve as best practices.
 - c. Recommend changes to the tool for the following year's reviews.
6. Provide up to 500 hours of technical assistance per SFY, as requested by ODM.
7. Conduct a CAHPS or Patient Experience of Care Survey annually for all CMC entities and include results in individual and statewide reports. Additional patient experience of care information should be gathered when available, for example from Patient and Family Advisory Councils. Supplier should work with each practice to determine the best way to maximize survey response rates prior to administering patient surveys. Supplier should review survey plans with ODM prior to conducting surveys.

Frequency Deliverable V: SFY24 will include 2 sets of practice reviews, one at the beginning of SFY24 for PY23 and one set of practice reviews in the last quarter of SFY24 for PY24. As the CMC program operates on a calendar year and this contract is based on a fiscal year, deliverables are adjusted based on the cycle for CMC monitoring which is between 12 and 16 months depending on the number of practices reviewed, number of PIPs and TA required, etc.

Deliverables SOW V:

1. Practice monitoring reports from reviews
2. Survey results
3. Statewide report
4. TA/PIP reports

SOW X. Readiness Review for New Populations or Lines of Business

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

SOW X — Tasks 1 through 3

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

Frequency Deliverable X: As needed by ODM.

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

SOW Y. Information System Review

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

SOW Y – Tasks 1 and 2

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

Frequency Deliverable Y: As needed by ODM.

Deliverable Y: Conduct on-site audits and complete one plan-specific report for each on-site review conducted. Reports shall include results of audits, identified problems and potential problems, and recommendations.

SOW Z: Deeming Crosswalk and Comprehensive Review

SOW Z1. Deeming Crosswalk

To avoid duplication of efforts and as allowed by 42 CFR § 438.360, ODM may use results from a plan's private accreditation and/or Medicare reviews instead of conducting one or more of the following EQR activities: validation of Performance Improvement Plans (PIPs), validation of performance measures, and compliance reviews with other elements included in the accreditation standards. This is also known as deeming. The standards that may be eligible for exemption, or deeming, must be at least as stringent as Medicaid standards and comparable to standards established by the State. As of March 2021, six health plans are accredited by National Committee for Quality Assurance (NCQA). There may be additional health plans in the future. ODM has deemed plans from certain portions of the administrative review and may explore how this option can be extended to other activities as permitted by CMS – e.g., validation of PIPs and validation of performance measures.

SOW Z1—Tasks 1 through 3

The selected supplier must conduct the following tasks:

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

Frequency Deliverable Z1: SFY2022 for planning to be prepared for implementation of the crosswalk in early SFY2023.

Deliverable Z1: The selected supplier must produce a deeming crosswalk template in SFY22 and a completed crosswalk tool for all plans, as well as a summary report of the findings in SFY23.

SOW Z2. Comprehensive Review - Validation of MCP Compliance with State and Federal program requirements

Plans are required to comply with federal and state program requirements specified in the Code of Federal Regulations, the Ohio Administrative Code, the Ohio Revised Code, the OMA Provider Agreements, and 1915 (b) and (c) waivers. The selected supplier must conduct an assessment of each plan's compliance with the requirements that are in effect during the time period under review. The assessment must include, but not be limited to, a review of the following areas: 1) availability of services, 2) assurance of adequate capacity and services; 3) coordination and

continuity of care; 4) coverage and authorization of services; 5) credentialing and re-credentialing of services; 6) sub-contracted relationships and delegation; 7) enrollee information and enrollee rights; 8) confidentiality of health information; 9) enrollment and disenrollment; 10) the grievance and complaint process; 11) practice guidelines; 12) quality assessment and performance improvement program; 13) health information systems; and 14) fraud and abuse.

Prior to initiation of reviews, the selected supplier will be required to provide ODM with the credentials of the persons who will perform this work and present them for ODM approval.

SOW Z2—Tasks 1 through 8

The selected supplier must conduct each of the following tasks:

1. In consultation with ODM, identify the topic areas and administrative standards that will be reviewed;
2. Develop an evaluation methodology that includes, but is not limited to, a review of policies and procedures, staff interviews, and file reviews;
3. Develop a standardized data collection tool that is used for each line of business (e.g., MCP, MCOP, etc.);
4. Use a plan's private accreditation results or Medicare reviews, as appropriate and as approved by ODM, to identify compliance with the administrative standards (SOW: Deeming Crosswalk);
5. Conduct a desk review and/or on-site review;
6. Aggregate and analyze the data and information collected in order to communicate findings of compliance with the administrative standards;
7. Prepare plan-specific reports of findings that include the completed data collection tool with cited references, as appropriate; and
8. Prepare program-specific reports if needed, as requested by ODM.

Frequency Deliverable Z2:

The selected supplier must conduct each of the following:

1. Planning, and development of review materials templates and tools for MCOs, MCOPs, OhioRISE, and the SPBM (this step will begin for MCOs and MCOPs in SFY23); and
A comprehensive review of plans' compliance with federal regulations described in 42 CFR § 438, conducted in SFY 2023. This includes 7 Medicaid MCOs, 5 MyCare MCOs, 1 OhioRISE plan (PIHP), and 1 SPBM plan (PAHP).

Deliverable Z2: The supplier must provide evaluation results to ODM in plan-specific reports and program-specific reports, as requested. The reports must include an executive summary, introduction, methodology, summary of findings, conclusion, and recommendations for improvement. The completed data collection tools and the information sources used must be made available to ODM.

SOW AA. Independent Assessment Report of 1915(b) Waiver

SOW AA –Tasks 1 through 7

1. Collaborate with ODM to develop a methodology for completing the Independent Assessment;
2. Collaborate with ODM, determine a timeline for the Scope of Work which, to meet waiver requirements, assures the report is finalized and submitted on or before a date specified by CMS;
3. Ensure the assessment will be completed in accordance with the Health Care Financing Administration's (HCFA) "Independent Assessment Requirement for Section 1915(b) Waiver Programs: Guidance to States" (<https://www.medicaid.gov/Federal-Policy-Guidance/downloads/smd122298.pdf>);
4. Ensure the methodology will evaluate domains identified in the waiver, including, but not limited to, access to care, quality of care, and cost effectiveness;
5. Collaborate with ODM to determine the "look-back" period for the assessment;
6. Work with ODM's contracted actuary in evaluating the cost-effectiveness of the waiver and consider this information in the assessment and resulting report; and
7. Determine information sources required for conducting the assessment (for example, Ohio Medicaid Quality Strategy; documents from ODM and MCPs; federal and/or state statutes and administrative codes; provider agreements; etc.).

Frequency Deliverable AA: An assessment shall be initiated in SFY 2023 for the MyCare program and be completed in SFY 2024; additional assessments may be added in the future, as needed.

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

SOW BB. Medicaid Managed Care Quality Strategy Evaluation

ODM's *Managed Care Population Health and Quality Strategy (Quality Strategy)* incorporates a population health management approach to improve healthcare quality, member and provider experience, and health outcomes while reducing cost. This includes the intelligent use of health data to identify individual and population needs in a timely manner; the use of population health approaches such as quality improvement, care management, and cross-system collaboration; supporting innovation and sustaining improvements through supportive payment practices; and capturing actionable, accurate and timely data for effective decision making. Delivering healthcare through a person-centered lens is integral to the success of each approach and is interwoven throughout the fabric of ODM's population health improvement efforts.

Medicaid's collaborative partnerships with providers and provider associations, private insurers, other state agencies, academic medical centers, and state-level quality improvement (QI) collaboratives also contribute to the success of ODM's Quality Strategy. Each plays a role by ensuring coordinated planning and facilitating alignment across complementary initiatives. These partnerships are strengthened by the alignment of the Ohio Medicaid Quality Strategy and the State Health Improvement Plan supporting ODM's and the MCPs' work with other state agencies on improvement goals.

Working closely with stakeholders, advocates, medical professionals, and fellow state agencies, ODM continues to modernize the Medicaid program and improve Ohio's healthcare landscape. High-level priorities of ODM include:

- improving wellness and health outcomes;
- improving the care of individuals with complex needs
- emphasizing a personalized care experience;
- supporting providers in better patient care; and
- increasing program transparency and accountability

Ohio's Medicaid Managed Care program advances many of these goals through ODM's population health approach. ODM and its contracted managed care plans, in conjunction with providers, develop and harness actionable data to identify the needs of individuals in a timely manner; actively respond to those needs using population health strategies, such as quality improvement, community engagement, and care coordination; and transparently monitor and assess progress. Based on assessments of progress, approaches to population health are then refined to increase effectiveness and impact. The focus on transformative population health improvement is supported by more comprehensive and widespread value-based purchasing efforts emphasizing the outcome measures of quality.

The ODM Quality Strategy covers Medicaid MCOs, MyCare MCOs, the OhioRISE PIHP and SPBM PAHP. As required by 42 CFR §438.340, the state must have an evaluation of the effectiveness of its quality strategy at least every 3 years.

SOW BB – Tasks 1 through 7

To determine whether ODM is able to improve population health and quality through the processes and procedures outlined in its quality strategy and put in place through a population health and systems thinking approach, the evaluation must include the following tasks:

1. Review ODM's "Primer for Clinical Success: Population Health Management for the Next Generation of Managed Care" which "summarizes key, sequential concepts, linking population health management capabilities, such as effective use of actionable data analytics, structured quality improvement tools, and program requirements, aimed at improving health outcomes for families served by Ohio Medicaid. Improvement extends beyond closing gaps in a system not designed for and with individuals in the Medicaid program.";
2. Review ODM's Population Health and Quality Strategy;
3. Review Provider Agreements;
4. Review relevant federal and state level documents;
5. Interview key ODM personnel, as needed, after completing items 1-5.
6. Design an evaluation organized according to the population health improvement approaches and methods for monitoring plan performance which includes:
 - a. A review of the key components of ODM's systems level approach in which efforts are aligned at the macro (state), mezzo (MCE and large health systems) and micro (community and practice level) to determine if ODM is doing this well.

- b. A review of the Population Health Approaches (CC, UM, QI, etc.) and ODM's methods for monitoring as defined in the Provider Agreements and other contractual guiding documents as appropriate for the relevant line of business (MCOs, MCOPs, PIHP, PAHP).
- c. An examination of MCO QAPIs.
- d. An examination of all MCO QI projects, including Quality Withhold (QW) projects.

Frequency of Deliverables BB: Every three years beginning in SFY24 or more frequently as needed.

Deliverables BB: Produce one comprehensive report that contains findings for the evaluation of the State Quality Strategy including:

- 1. An assessment of the completeness of the quality strategy;
- 2. Verification of the scope of the quality strategy;
- 3. Verification that the goals of the quality strategy are quantifiable;
- 4. An assessment of the selected activities and approaches across all lines of business to determine their potential to achieve the goals and/or objectives laid out in the quality strategy; and
- 5. An examination of strengths, opportunities for improvement, and recommendations to help ODM add, enhance, or modify sections of the Quality Strategy or the quality initiatives aimed at improving service delivery, accessibility, and quality.

IPRO Proposed Budget SFY24 and SFY25

	75/25 Items	SFY24	SFY25
A1a	HEDIS Performance Measure Validation	\$51,952	\$54,549
A1b	HEDIS Performance Measure Calculation and Reporting	\$98,480	\$103,404
A2	Non-HEDIS and Ohio-specific Performance Measures Development, Calculation, and Reporting	\$210,000	\$220,500
A3	Electronic Health Record (EHR) and Electronic Clinical Data Base Measures	\$100,000	\$100,000
B	Technical Assistance...HEDIS, CAHPS, non-HEDIS, and Ohio-specific Measures	\$75,000	\$78,750
C1a	Consumer Experience Surveys – CAHPS - MCP	\$185,220	\$175,959
C1b	Consumer Experience Surveys – CAHPS - MCOP	\$115,763	\$121,551
C2	Care Management Surveys	\$385,875	\$405,169
D	Managed Care Plan Quality Rating Scorecard	\$161,700	\$169,785
F1	Encounter Data Collection and Validation	\$357,525	\$357,525
F2	Encounter Data Validation Technical Assistance	\$44,392	\$46,611
G1	Encounter Data Volume Assessments	\$203,963	\$214,161
G2	Encounter Data Submission Completeness Assessments	\$70,980	\$74,529
H	Performance Improvement Project (PIP) Validation	\$300,000	\$227,115
Q	General Technical Assistance 1750 hours	\$500,000	\$525,000
R1	Evaluation of Addendum Audit (MCO/MCOP)	\$211,060	\$221,613
R2a1	Primary Care Provider Telephone Surveys	\$193,580	\$263,259
R2a2	Behavioral Health Care Provider Telephone Surveys for OR	\$150,000	\$157,500

R2b	Specialist/Specialty Provider Telephone Surveys	\$529,200	\$555,660
S	EQR Technical Report	\$149,940	\$157,437
T1	Targeted reviews for MCOP	\$1,200,000	\$1,260,000
T2	Targeted Reviews for MCP, SPBM, or OR	\$800,000	\$840,000
Y	Information System Review	\$0	\$0
Z1	Deeming Crosswalk	\$0	\$0
Z2	3-year Comprehensive Review	\$1,400,000	\$400,000
AA	Independent Assessment Report of 1915(b) Waiver	\$147,000	\$154,350
BB	Quality Strategy Evaluation	\$75,000	\$0
	75/25 Totals - PO Line 1	\$ 7,716,628	\$ 6,884,426
	50/50 Items		
E1	MCO Provider Satisfaction Surveys	\$160,000	\$168,000
E2	OHRISE Provider Satisfaction Surveys	\$60,000	\$63,000
I	Ohio Equity Institute Infant Mortality Dashboards	\$80,000	\$84,000
J	Annual Population Streams Dashboards	\$63,901	\$67,096
K	CICIP Hospital System Quality Improvement Strategy Evaluation	\$284,600	\$298,830
L1	Ohio Comprehensive Primary Care (CPC) Evaluation	\$750,000	\$787,500
L2	Comprehensive Maternal Care Practice (CMC) Evaluation Planning	\$50,000	\$450,000
O1	Care Management Dashboard and Program Evaluation	\$480,000	\$504,000
P1	Health Risk Assessment	\$140,000	\$147,000
P2	Care Management Data	\$140,000	\$147,000
P3	OhioRISE Enrollment Data Transmission	\$80,000	\$80,000
U	CPC Monitoring and TA	\$2,500,000	\$1,900,000
V	Comprehensive Maternal Care Practice (CMC) Monitoring	\$1,500,000	\$1,200,000
X	Readiness Review for New pops or Lines of Business	\$0	\$0

75/25 Totals - PO Line 1	\$ 7,716,628	\$ 6,884,426
50/50 Totals - PO Line 2	\$ 6,288,501	\$ 5,896,426
Grand Total SFY21	\$ 14,005,129	\$ 12,780,852



NON-MEMBER ACKNOWLEDGMENT

Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4642

Employer Services: 1-888-400-0965
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee (e.g., you are an independent contractor) and will not have contributions made to OPERS.

Employer: Please complete Step 2. The form must be completed and returned to the retirement system no later than 30 days after the individual begins providing personal services to the public employer. You may fax the completed form to 614-857-1152 or email to employeroutreach@opers.org.

If the individual providing this service is receiving a benefit from OPERS, you must submit the Notice of Re-employment or Contract Services of an OPERS Benefit Recipient, form SR-6, in addition to the Non-Member Acknowledgement, form PEDACKN, for the service listed below. Failure to submit the SR-6 form timely may result in an overpayment of pension billed to the employer.

STEP 1: Personal Information

First Name

MI

Last Name

Date of Birth:

Month

Day

Year

STEP 2: Public Employer Information (To be completed by the Public Employer)

Name of Public Employer for which individual is providing personal services

Employer Contact

First Name

MI

Last Name

Employer Code

Employer Contact Phone Number

Service Provided to Public Employer

Start Date of Service

Month

Day

Year

End Date of Service

Month

Day

Year

STEP 3: Acknowledgment

The public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for this service. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification. A copy of this form must be sent to OPERS.

Signature _____

Do not print or type name

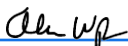
Today's Date _____

Ohio Department of Medicaid
Jessica Gaston Mathews, Deputy Legal Counsel
Office of Contracts and Procurement
50 West Town Street
Columbus, Ohio 43215

Dear Ms. Gaston Mathews,

By signing below, I acknowledge that I have received a copy of the PEDACKN form. I have not completed the form because it does not apply to my company or my employer.

Signed:


Alan Woghin (Apr 17, 2023 08:05 EDT)

Alan Woghin, CPA
Printed Name: Chief Financial Officer/Sr. Vice President

On behalf of Island Peer Review Organization, Inc. (dba IPRO)

[Contractor Name]

Date: Apr 17, 2023

For Official Use Only:

Contract DIN _____

APPOINTING AUTHORITY APPROVAL <i>Maurice M. Conneran J.E.P.</i>	POLICY NUMBER: ODM-IPP 5001 VERSION 2
	EFFECTIVE DATE: September 1, 2021

I. PURPOSE/REASON:

- A. To ensure agency managers have the most complete information available with which to make hiring decisions, the Ohio Department of Medicaid (ODM) requires that those internal and external applicants selected and offered a position with the agency successfully complete a criminal background check before the effective date of their employment.
- B. Persons selected for employment with ODM in positions covered by the Federal Omnibus Transportation Employee Testing Act of 1991, safety-sensitive positions, and unclassified positions are subject to a pre-employment urinalysis for illegal substance use in accordance with the State of Ohio Drug Free Workplace Services Program, State of Ohio Employees Drug Testing Programs Manual. This test must be satisfactorily completed prior to the effective date of employment.
- C. Employment in some offices of ODM may be limited by regulations set in place by the federal government. This includes individuals employed in positions that have access to Federal Tax Information (FTI), who must undergo appropriate background checks in accordance with IRS Publication 1075 upon hire and every ten (10) years thereafter.
- D. ODM will validate all new employees' eligibility to legally work in the United States (e.g., a United States citizen or foreign citizen with the appropriate authorization) in accordance with IRS Publication 1075.
- E. All offers of employment are contingent on meeting the requirements of this policy and all offers can be rescinded at any time for any legal reason at the discretion of ODM.

II. REFERENCES/AUTHORITY:

- A. REFERENCES
 - 1. Ohio Revised Code (ORC) 5160.03
 - 2. ORC 2921.02, 2921.41, 2921.43, and 2961.02
 - 3. ORC 124.25
 - 4. ORC 124.74
 - 5. OAC 123:1-76-01 through 1-76-14
 - 6. [State of Ohio Employees Drug Testing Programs Manual](#)
 - 7. Federal Omnibus Transportation Employee Testing Act of 1991
 - 8. United States Code (USC): 42 U.S.C. 1320a-7
 - 9. Code of Federal Regulations (CFR): 42 CFR 1001 and 42 CFR 1003
 - 10. State of Ohio Administrative Policy HR-29

11. IRS Publication 1075 (see <https://www.irs.gov/privacy-disclosure/safeguards-program>)
12. ODM IPP 8510 Access, Use, or Disclosure of Federal Tax Information
13. ODM IPP 8511 Safeguarding Confidential Personal Information

B. AUTHORITY

1. This policy is established by order of the director of ODM, hereinafter referred to as director.
2. Per ORC 5160.03, all duties conferred on the various work units of the department by law or by order of the director shall be performed under such rules as the director prescribes and shall be under the director's control.

III. SCOPE:

- A. This policy applies to all applicants selected for and offered positions with ODM (final candidates), including all current ODM employees applying for positions within ODM or those ODM employees who require access to FTI as part of their job duties as outlined in their position description.
- B. All contract personnel performing work for ODM, including temporary service personnel, are required to have a satisfactory criminal background check in accordance with the conditions set forth in this policy.
- C. All persons selected for positions covered by Federal Omnibus Transportation Employee Testing Act of 1991 or safety-sensitive positions will be required to submit to a urinalysis test for illegal substances when requested. All persons selected for positions with ODM will be verified against the U.S. Department of Health and Human Services, Office of Inspector General, List of Excluded Individuals/Entities (LEIE) database.
- D. The ODM Bureau of Human Resources (BHR) is responsible for implementing the procedures contained within this policy and ensuring they are equally applied to all persons offered employment with ODM as appropriate based on job classification and position description.

IV. PROCEDURES - CRIMINAL BACKGROUND CHECKS:

A. INTRODUCTION

1. Employment in a position with ODM is contingent upon successful completion of a criminal background check.
2. All persons selected for and tentatively offered a position with ODM are required to provide ODM BHR a consent form for the criminal background check. Exceptions for contract personnel and temporary service personnel are specified in Section IV-D.
3. The background check will include a review of state and local law enforcement agencies where the final candidate or employee has lived, worked, and/or

attended school within at least the last 7 years, and if applicable, of the appropriate agency for any identified arrests.

4. Those selected for and tentatively offered an unclassified position with ODM must complete a special Background Information Form for Unclassified Employee and a Tax Liability Waiver when requested by ODM BHR. (See Appendix B.) These forms will be sent to the Department of Public Safety for a separate check.
5. In addition to a background investigation including a review of state and local law enforcement agencies described in Section IV-A-3 above, final candidates and employees, including intermittent, contract, and temporary employees, who have or will have access to FTI are also required to have a national agency criminal background check that includes Federal Bureau of Investigation (FBI) fingerprinting conducted by the Ohio Bureau of Criminal Identification and Investigation (BCI) and ODM in accordance with IRS Publication 1075. The local, state, and national agency background checks shall occur before an individual has access to systems containing FTI and then every ten (10) years thereafter if the individual remains in a position that has access to FTI. As part of this check, final candidates are required to submit fingerprints electronically. ODM BHR will facilitate the process of submitting the fingerprints to BCI. A review of FBI fingerprint results will be conducted to identify possible suitability issues in accordance with the guidelines set forth in Section IV-B below.

B. DISQUALIFYING FACTORS

Unless provided by law, a record of criminal conviction(s) and/or prosecution(s) will not automatically disqualify a final candidate or employee from being appointed to or maintaining a position with ODM. If a final candidate or employee has a criminal conviction and/or prosecution, ODM BHR, with assistance from the Office of Legal Counsel as needed, will determine whether the candidate is or remains qualified and suitable to hold the applied-for position given the criminal conviction history or nature of the prosecution by following the procedures outlined below.

1. The following are in and of themselves disqualifying factors:
 - a. Refusal to consent to a criminal background check, including unusual or unreasonable delay in executing the consent to conduct a background check;
 - b. A conviction identified in ORC 2961.02;
 - c. A felony conviction for a violation of any of the following sections of the ORC or a felony conviction (or equivalent) in another state for the same type of violation:
 - i. Bribery (ORC 2921.02);
 - ii. Theft in office (ORC 2941.41);
 - iii. Soliciting or accepting improper compensation (ORC 2921.43); any conviction for this offense within seven years of submission of the employment application to ODM or during current ODM employment is a disqualifying factor.
2. Criminal convictions and/or prosecutions considered for positions with access to FTI:

When a position includes access to FTI, ODM will engage in the individualized analysis described below when reviewing any conviction, except for those automatically disqualifying conditions listed in section IV-B-1 above.

3. General relevance of criminal convictions and/or prosecutions to employment at ODM:
Even when an employee will not, in the course of employment, have access to or use FTI, ODM will conduct an individualized analysis on a final candidate's or an employee's conviction or prosecution history, as set forth below.
4. Individualized analysis:
 - a. Unless otherwise provided by federal or state law (as described above), to determine whether a final candidate or employee is or continues to be suitable for a position with ODM, ODM will conduct an analysis of the duties of the position and the crime(s) committed, along with a review of the following non-exclusive list of factors:
 - i. Relevance of the criminal record to the position sought;
 - ii. The nature of the work performed;
 - iii. The time that has lapsed since the conviction;
 - iv. The age of the final candidate or employee at the time of the offense;
 - v. The severity and specific circumstances of the offense, including the type of harm that the final candidate or employee caused, and/or the legal elements involved in the specific crime committed;
 - vi. The number of offenses;
 - vii. Whether the final candidate or employee has pending charges;
 - viii. Whether a prosecution is ongoing but not concluded or the manner of conclusion, if not a conviction (*e.g.*, a plea bargain);
 - ix. Any evidence of rehabilitation or contrition;
 - x. Any other relevant information, including information submitted by or on behalf of the final candidate or employee, or other information obtained by ODM.
 - b. Assessing a criminal background check with arrests: if the identity of the employee or final candidate is confirmed, and if there is corroborating evidence of criminal activity involving acts identified in section IV-B above, arrests may be considered in determining suitability for a position with access to FTI.
 - c. Based on these factors and other relevant information deemed appropriate for review, the ODM Human Resources Director will determine whether there is a significant nexus between the duties that the final candidate or employee would or does perform for ODM, ODM's policies and procedures, and the crime(s) or wrongdoing committed, and whether the criminal background renders the final candidate or employee unsuitable for the job. The final decision whether to withdraw a conditional offer of employment to a candidate or to seek termination of the current employee's employment based on this analysis will be made by the ODM Human Resources Director. This process also applies to contractors described in Sections IV-D.

5. Notification of disqualification:

- a. If the ODM Human Resources Director determines, in accordance with Section IV-B, that an individual's criminal record disqualifies or renders the individual unsuitable or no longer suitable for the position, the individual will be notified immediately.
- b. The individual will be provided a copy of the background check information upon which the ODM Human Resources Director relied, a copy of this policy, and the reason why the criminal record rendered this individual disqualified or unsuitable for employment with ODM.
- c. The individual will be provided information about how to dispute the accuracy of the criminal record. **Note:** ODM has no responsibility concerning the challenge and review process of information contained in the BCI or other background check report but will consider and review any revised reports provided by BCI or other background check provider.

C. REPORTING OF KNOWN OFFENDERS

Should the results of the criminal background check disclose outstanding warrant(s), violation(s) of probation or parole, or any other similar outstanding actions against the employee or final candidate, any pertinent information supplied as part of the employment process will be forwarded to the ODM Office of Legal Counsel for appropriate action on behalf of the director and the agency.

D. CONTRACT PERSONNEL AND TEMPORARY SERVICE PERSONNEL

1. Contract and temporary service personnel (contractor) hired through a contract with ODM or DAS that perform work for ODM are required to have a satisfactory BCI check. The check is to be performed by the Contract Vendor before the contractor will be allowed to commence work for ODM. The Contract Vendor shall verify that a background check was completed on the contractor in accordance with the terms outlined in Section IV-B. ODM reserves the right to conduct random audits on the background check report at any time and for any reason. ODM reserves the right to disapprove the use of any contractor who does not meet the standards outlined in Section IV-B.
2. Requirements of this section, other than FTI requirements, may be waived by ODM if:
 - a. Unwarranted delays in mission essential work will occur;
 - b. The contractor will be at an ODM worksite only on an as needed basis (e.g., copier servicers, lecturers, installers, etc...);
 - c. The contractor will not be working at an ODM worksite and will not have access to ODM systems (e.g. IME Providers);
 - d. The contractor will be working at an ODM worksite for short periods of time (e.g., less than 1 week at a time) with a cumulative total of less than 90 days during a calendar year.

V. PROCEDURES – ELIGIBILITY TO WORK IN THE UNITED STATES

- A. ODM will validate all new employees' eligibility to legally work in the United States (e.g., a United States citizen or foreign citizen with the appropriate authorization) in accordance with IRS Publication 1075.
 - 1. ODM BHR will complete the USCIS Form I-9 to document verification of the identity and employment authorization of each new employee to work in the United States.
 - 2. Within 3 days of completion, ODM BHR will process all new employees who will have access to FTI through E-Verify to assist with verification of his or her status and the documents provided with the Form I-9. The E-verify system is located at www.uscis.gov/e-verify.
- B. This verification process will only be completed on new employees. Any employee with expiring employment eligibility will be documented and monitored for continued compliance.
- C. Any employee not found eligible to work in the United States will be notified in writing and tentative offer of employment withdrawn.

VI. PROCEDURES - TESTING FOR ILLEGAL SUBSTANCE USE:

A. INTRODUCTION

- 1. Employment with ODM in a position covered by the Federal Omnibus Transportation Employee Testing Act of 1991, a safety-sensitive position, or an unclassified position is contingent upon successful completion of a preemployment urinalysis test for illegal substances.
- 2. Every person interviewed for a position requiring drug testing will be required to sign a form indicating their acknowledgment that the appointment of the final candidate for the position will be contingent upon successful completion of the preemployment urinalysis test for illegal substance use. See Federal Omnibus Transportation Employee Testing Act of 1991 Position, Safety-sensitive Position, and Unclassified Position Drug Testing Acknowledgment Form, Appendix A.
- 3. Every final candidate for a testing designated position will be advised that he or she will have the opportunity to offer explanation or submit medical documentation to the Medical Review Officer of any legally prescribed medications which might explain a positive test.

B. DISQUALIFYING FACTORS

- 1. The following will result in disqualifying a final candidate for a position (as described in Section VI-A-1) with ODM:
 - a. Refusal to consent to and/or satisfactorily complete the urinalysis.
 - b. Having a positive test result for an illegal substance.
- 2. Any final candidate that tests positive will not be eligible for state employment for a period of one year following the date of a positive result. Final candidates who refuse to be tested or whose actions impede the collection process in any way will not be hired. The ODM Human Resources Director will be notified and

provided with all information pertinent to the situation.

C. NOTIFICATION OF DISQUALIFICATION

1. Upon receipt of a positive drug test result, the individual will be notified by telephone or in person by ODM BHR.
2. After the initial notification, a letter will be sent to the disqualified individual providing him or her with written notification of the withdrawal of the tentative offer of employment. This letter will also detail the process for a retest or other ways to appeal the results of the test.

Note: ODM has no responsibility concerning the retest or other appeal processes resulting from the urinalysis. Those processes are controlled by the Drug Free Workplace Services Program Office of the Ohio Department of Administrative Services.

D. CURRENT ODM EMPLOYEES TESTING POSITIVE FOR ILLEGAL SUBSTANCES

Current employees that test positive for an illegal substance as a result of a test done in accordance with this policy will be disqualified for that new position and will have the tentative offer withdrawn. The test result will be referred to BHR for further investigation in accordance with the [State of Ohio Employees Drug Testing Programs Manual](#) and all applicable bargaining union contracts.

VII. SPECIAL PROGRAM REQUIREMENTS:

A. BACKGROUND

1. The Congress of the United States has worked diligently to protect the health and welfare of the nation's elderly and poor by implementing legislation to prevent certain individuals and businesses from participating in Federally-funded health care programs. The US Department of Health and Human Service, Office of Inspector General (HHS/OIG), under this Congressional mandate, established a program to exclude individuals and entities affected by these various legal authorities and maintains a list of all currently excluded parties called the List of Excluded Individuals / Entities (LEIE).
2. In accordance with 42 U.S.C. 1320a-7(d), the Secretary of Health and Human Services "shall exercise the authority under this section and section 1128A in a manner that results in an individual's or entity's exclusion from all the programs under title XVIII and all the State health care programs in which the individual or entity may otherwise participate."
3. No program payment will be made to any entity in which an excluded individual is serving as an employee, administrator, operator, or in any other capacity, for any services, including administrative and management services furnished, ordered, or prescribed during the period of exclusion.

- B.** Based on the possible loss of federal funding to the agency, ODM must take all due precautions in hiring individuals that will be employed in the agency. All those

selected for a position with ODM will be screened by ODM BHR utilizing the [on-line LEIE database](#).

- C. If a final candidate's name appears on the LEIE, he or she will be notified and afforded reasonable opportunity (14 calendar days) to provide evidence that the information contained on the LEIE is either incorrect or out-of-date. If it is determined that the final candidate's name correctly appears on the exclusion list, the individual's tentative offer of employment will be withdrawn.

D. NOTIFICATION TO FINAL CANDIDATE

1. If a final candidate's name appears on the LEIE, he or she will be notified by telephone or in person by ODM BHR.

After the initial notification, a letter will be sent to the individual providing him or her with written notification of his or her name appearing on the LEIE. The letter also will provide contact information for HHS/OIG.

Note: ODM has no responsibility concerning the challenge of information contained on the LEIE beyond providing the disqualified individual a reasonable opportunity to provide evidence that the information contained on the LEIE is either incorrect or out-of-date. The inclusion of an individual's name on the LEIE is determined solely by HHS/OIG.

- E. If after 14 (fourteen) calendar days the final candidate fails to produce evidence that the LEIE is incorrect, ODM BHR will notify the individual and will withdraw the tentative offer of employment.
- F. Copies of all information pertaining to any actions taken as a result of the information and requirements contained in the section will be maintained by ODM BHR in accordance with current recordkeeping and retention requirements.

VIII. CONTACT:

Please direct all questions or concerns to IPP_ODM_Policy_Admin@medicaid.ohio.gov.

IX. APPENDICES:

- A. [FEDERAL OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT OF 1991 POSITION, SAFETY-SENSITIVE POSITION, AND UNCLASSIFIED POSITION DRUG TESTING ACKNOWLEDGMENT FORM](#)
- B. BACKGROUND INFORMATION FORMS ([A](#) and [B](#)) AND [DISCLOSURE QUESTIONNAIRE](#) FOR UNCLASSIFIED EMPLOYEE

X. REVISION HISTORY:

This Policy supersedes any previously issued directive or policy and will remain effective until cancelled or superseded.

Date	Description of Change
August 14, 2015	Original
September 1, 2021	Added language re. IRS Publication 1075



C-2021-05-0048R2 IPRO

Final Audit Report

2023-04-17

Created:	2023-04-17
By:	Tierre Jeanne-Porter (tjeanne-porter@ipro.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUzu4vk9oPFC_SZMqFlvtqsBBoxHgYfU

"C-2021-05-0048R2 IPRO" History

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