

**PERSONAL SERVICE CONTRACT**  
**By and Between**  
**THE OHIO DEPARTMENT OF HEALTH**  
**AND**  
**CMR, INC.**

**PREAMBLE**

The Ohio Department of Health (hereinafter referred to as "**ODH**"), whose address is 246 North High Street, Columbus, Ohio 43215, and **CMR, INC.**, (hereinafter referred to as the "**Contractor**"), whose address is 406 East Wilson Bridge Rd., Suite B, Worthington, Ohio 43085 hereby enter into this contract. For the purposes of this contract, the term "party" means **ODH** and the **CONTRACTOR** collectively. **ODH** and the **CONTRACTOR**, in consideration of the mutual promises expressed below and intending to be legally bound, agree to the following provisions.

**ARTICLE I**  
**Scope of Work and Deliverables**

- A. The **CONTRACTOR** shall provide the services and perform the work as specified in the following:
1. As necessary, report to **ODH**'s contract manager, Jean Myer or her designee, The Ohio Department of Health, 246 North High Street, Columbus, Ohio 43215 (Telephone number (614) 466-2276; FAX number (614) 644-9850).
  2. **CONTRACTOR** shall perform the work and activities set forth in this Contract including the attached Exhibits 1 and 2 for the amount and manner of compensation as set forth in Section A of **Article III** of this contract.
  3. The terms and condition set forth in the SCOPE OF WORK FOR **CONTRACTOR**, attached as Exhibit 1, are incorporated in this contract by reference. The terms of the Request for Proposals (RFP) dated February 26, 2004 and the response received from the **CONTRACTOR**, dated April 5, 2004, both of which are attached as Exhibit 2, to the extent as determined by **ODH**, that the terms do not contradict or conflict with the terms and conditions of this contract, are incorporated in this contract by reference.
- B. The **CONTRACTOR** shall furnish its own support staff and services as necessary for the satisfactory performance of the work described in

**ARTICLE 1, Section A**, above. Unless otherwise specified in this contract, **ODH** will not provide any other staff, services, or material to the **CONTRACTOR** for the purpose of assisting the **CONTRACTOR** in the performance of this contract.

- C. **ODH** may, from time to time as it deems appropriate, communicate specific instructions and requests to the **CONTRACTOR** concerning the performance of the work described in this contract. Upon such notice and within ten (10) days after receipt of instructions, the **CONTRACTOR** shall comply with such instructions and fulfill such requests to the satisfaction of **ODH**. It is expressly understood by the parties that these instructions and requests are for the sole purpose of ensuring satisfactory completion of the work described in this contract. They are not intended to amend or alter this contract or any part thereof. All such instructions and requests shall be communicated to the **CONTRACTOR** by the **ODH** contract manager, or her designee.
- D. The **CONTRACTOR** shall consult with the **ODH** contract manager as necessary to assure mutual understanding of the work to be performed and the satisfactory completion thereof.

## **ARTICLE II**

### **Time of Performance**

- A. Upon approval by the Director of **ODH** and if required, the Controlling Board, this contract shall be in effect from July 1, 2004, or upon execution by both parties, whichever is later, through June 30, 2005, unless this contract is suspended or terminated pursuant to **ARTICLE X** prior to the termination date.
- B. It is expressly understood by both **ODH** and the **CONTRACTOR** that this contract shall not be valid and enforceable until the Director of the Office of Budget and Management certifies, pursuant to section 126.07 of the Revised Code, that there is a balance in the appropriation not already encumbered to pay existing obligations.
- C. The **CONTRACTOR** shall neither perform work nor submit an invoice for payment for work performed under this contract for any time period prior to receipt of written notification from the **ODH** contract manager that the requirements of section 126.07 and, if applicable, section 127.16 of the Revised Code have been met.
- D. The **CONTRACTOR** shall neither perform work nor submit an invoice for payment for work performed under this contract for any time period after the termination date set forth in **ARTICLE II, Section A**, above.

### **ARTICLE III**

#### **Compensation for Services**

A. In consideration of the services provided pursuant to **ARTICLE I** of this contract, **ODH** agrees to pay compensation as follows:

1) For the period beginning July 1, 2004 and ending June 30, 2005, inclusive, one hundred fifty thousand dollars (\$150,000) for the entire period. As invoiced **ODH** will pay **CONTRACTOR**:

- a) \$3,687 as a monthly service fee.
- b) \$95 per script change.
- c) \$0.67 per automated call including transcription; or
- d) \$0.25 per call if the caller leaves a name and address on the message system and **CONTRACTOR** subsequently transcribes, creates and processes an order; or
- e) \$2.98 per call if the call is answered by a live counselor; or
- f) \$0.55 per order card transcribed; or
- g) \$.27 per listened message from prerecorded information line; or
- h) \$1.65 per follow up survey call; or
- j) \$.10 Per Survey dial out connection
- k) \$ 680.00 Monthly Mail Fulfillment Service Fee
- l) \$.27 Per Packet Mailed

It is expressly understood by **ODH** and **CONTRACTOR** that the terms of this contract limit the total compensation for services and miscellaneous expenses for the period beginning July 1, 2004 and ending June 30, 2005 to a maximum of one hundred fifty thousand dollars (\$150,000). The **CONTRACTOR** shall monitor the work performed under this contract and shall not accept an assignment under the contract if it will cause or is reasonably likely to cause the total amount paid under the contract for the contract period specified in **ARTICLE II** (A) to exceed the maximum

allowable compensation for services. The **CONTRACTOR** hereby waives the interest provisions of Section 126.30 of the Revised Code.

B. **ODH** will not reimburse the **CONTRACTOR** for travel for the purposes of this contract.

C. The **CONTRACTOR** shall invoice **ODH** monthly for services the **CONTRACTOR** provides. An itemized statement listing the services provided, the dates services were provided, and the amount of payment due shall accompany the invoice. Invoices shall be sent to **ODH**, ATTN: Accounts Payable, P.O. Box 118, Columbus, Ohio 43216-0118. This will also include but not be limited to verification of all local access or long distance telephone charges approved by **ODH**. **ODH** will reimburse the **CONTRACTOR** within forty-five (45) days of receipt of a valid invoice for the amount of payment due. **ODH** shall return any invalid or incomplete invoice to the **CONTRACTOR** within fifteen (15) days after **ODH** receives the invoice. An explanation will accompany the invoice that states the reason for return and any information needed to correct the invoice. Final invoices for services provided under this contract shall be submitted by the **CONTRACTOR** no later than ninety (90) days following the termination of the contract. The **CONTRACTOR** hereby waives the interest provisions of section 126.30 of the Revised Code.

D. Subject to the provisions of sections 126.07 and 131.33 of the Revised Code, which shall at all times govern this contract, **ODH** represents that:

(1) that it intends to maintain this agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and

(2) It will use its best effort to obtain the appropriation of any necessary funds during the term of this agreement.

However, it is understood by the **CONTRACTOR** that the availability of funds is contingent on appropriations made by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding **ODH** for the payments due hereunder, this agreement is terminated as of the date funding expires without further obligation of **ODH** or the State of Ohio.

E. **ODH** will not compensate the **CONTRACTOR** for any work performed prior to receipt of written notification from the **ODH** contract manager that the requirements of section 126.07 and, if applicable, section 127.16 of the Revised Code have been met as set forth in **ARTICLE II, Sections C**

and **D. ODH** will not compensate the **CONTRACTOR** for any work performed after the termination date set forth in **ARTICLE II, Section A.**

#### **ARTICLE IV**

##### **Independent Contractor**

- A. No agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. Inasmuch as **ODH** is interested in the **CONTRACTOR's** end product, **ODH** does not control the manner in which the **CONTRACTOR** performs this contract. **ODH** is not liable for the workers' compensation or unemployment compensation payments required by Chapters 4123. and 4141. of the Revised Code, respectively. In addition, the **CONTRACTOR** assumes responsibility for tax liabilities that result from compensation paid to the **CONTRACTOR** by **ODH**. **ODH** will report any payment made under this contract to the Internal Revenue Service on Form 1099.
- B. No provision contained in this contract shall be construed as entitling the **CONTRACTOR** to participate in hospital plans, medical plans, sick leave benefits, vacation, and other benefits available to employees of **ODH** or to become a member of the Public Employees Retirement System (Chapter 145 of the Revised Code).
- C. The **CONTRACTOR** certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period the **CONTRACTOR** becomes disqualified from conducting business in Ohio, for whatever reason, the **CONTRACTOR** shall immediately notify **ODH** of the disqualification.

#### **ARTICLE V**

##### **Conflict of Interest and Ethics Laws**

- A. The **CONTRACTOR** hereby covenants that neither the **CONTRACTOR** nor any officer, member or employee of the **CONTRACTOR** has interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this contract.

- B. Neither the **CONTRACTOR** nor any officer, member or employee of the **CONTRACTOR** shall, prior to the completion of such work and payment for such work, acquire any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of such work.
- C. The **CONTRACTOR** shall not promise or give to any **ODH** employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. The **CONTRACTOR** shall not solicit an **ODH** employee to violate any **ODH** rule or policy relating to the conduct of contracting parties or to violate sections 102.03, 102.04 or 2921.42 of the Revised Code.
- D. The **CONTRACTOR** hereby covenants that the **CONTRACTOR** and any officer, member or employee of the **CONTRACTOR** are in compliance with section 102.04 of the Revised Code and that if the **CONTRACTOR** is required to file a statement pursuant to 102.04(D)(2) of the Revised Code, such statement has been filed with the **ODH** General Counsel in addition to any other required filings.
- E. The **CONTRACTOR** hereby certifies compliance with the executive agency lobbying requirement of sections 121.60 to 121.69 of the Revised Code.
- F. The **CONTRACTOR** hereby certifies and affirms that, as applicable to the **CONTRACTOR**, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual within the two previous calendar years, one or more contributions in excess of \$1,000.00 to the Governor or to his campaign committees. If it is determined that the **CONTRACTOR's** certification of this requirement is false or misleading, notwithstanding any criminal or civil liabilities imposed by law, the **CONTRACTOR** shall return to **ODH** all monies paid to the **CONTRACTOR** under this contract. The provisions of this section shall survive the expiration or termination of this contract.
- G. The **CONTRACTOR** hereby certifies that the **CONTRACTOR** is not on the most recent list established by the Secretary of State pursuant to section 121.23 of the Revised Code, which identifies the **CONTRACTOR** as having more than one unfair labor practice contempt of court filing.

## **ARTICLE VI**

### **Equal Employment Opportunity**

- A. In carrying out this agreement, the **CONTRACTOR** shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, national origin, ancestry, veteran status, or any other factor specified in section 125.111 of the Revised Code, in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.
- B. The **CONTRACTOR** shall incorporate the foregoing requirements of **ARTICLE VII, Section A** in all of its contracts for performance of any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

## **ARTICLE VII**

### **Records, Documents, and Information**

All records, documents, writings or other information produced or used by the **CONTRACTOR** in the performance of this contract shall be treated according to the following terms:

- A. All **ODH** information which, under the laws of the State of Ohio, is classified as public or private, will be treated as such by the **CONTRACTOR**. Where there is a question as to whether information is public or private, **ODH** shall make the final determination. The **CONTRACTOR** shall not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. The **CONTRACTOR** agrees to be bound by the same standards of confidentiality that apply to the employees of **ODH** and the State of Ohio. The terms of this section shall be included in any subcontracts executed by the **CONTRACTOR** for work under this contract.
- B. All proprietary information of the **CONTRACTOR** shall be held to be strictly confidential by **ODH**. Proprietary information is information which, if made public, would put the **CONTRACTOR** at a disadvantage in the market place and trade of which the **CONTRACTOR** is a part. The **CONTRACTOR** is responsible for notifying **ODH** of the nature of the information prior to its release to **ODH**. **ODH** reserves the right to require reasonable evidence of the **CONTRACTOR's** assertion of the proprietary nature of any information to be provided.
- C. All records relating to costs, work performed and supporting documentation for invoices submitted to **ODH** by the **CONTRACTOR** shall be retained and made available by the **CONTRACTOR** for audit by

the State of Ohio (including but not limited to **ODH**, the Auditor of the State of Ohio, the Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of three years after payment for work performed under this contract. If an audit, litigation, or other action is initiated during this time period, the **CONTRACTOR** shall retain such records until the action is concluded and all issues resolved or the three years end, whichever is later.

- C. As determined by **ODH**, **ODH** and/or its designee may monitor both overtly and/or covertly the operation of the Helpline and the fulfillment process.

## **ARTICLE VIII**

### **Rights in Deliverables, Data and Copyrights**

The Deliverables provided by the **CONTRACTOR** under **ARTICLE I** and any item produced under this contract, including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media, shall become the property of **ODH** which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. The **CONTRACTOR** shall not obtain copyright, patent, or other proprietary protection for the Deliverables. The **CONTRACTOR** shall not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter.

## **ARTICLE IX**

### **Disclosure of Personal Health Information**

- A. **CONTRACTOR** hereby agrees that the information provided or made available by **ODH** shall not be used or disclosed other than as permitted or required by the contract or as required by law. **CONTRACTOR** will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this contract [ref. 45 C.F.R.164.504(e)(2)(ii)(A)(B)]. **CONTRACTOR** shall immediately report to **ODH** any discovery of use or disclosure of information not provided for or allowed by the contract.
- B. **CONTRACTOR** hereby agrees that anytime information is provided or made available to any subcontractor or agent, **CONTRACTOR** must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of information as contained in the contract. **CONTRACTOR** must obtain **ODH** approval

prior to entering into such agreements. Further, **CONTRACTOR** agrees to make available and provide right of access to an individual of their protected health information when that protected health information is obtained in the performance of **CONTRACTORS** obligations under this contract.

## **ARTICLE X**

### **Suspension and Termination**

- A. **ODH** may suspend or terminate this contract for any reason thirty (30) days after delivery of written notice to the **CONTRACTOR**. **ODH** may suspend or terminate this contract immediately after delivery of written notice to the **CONTRACTOR** if **ODH**:
1. Discovers any illegal conduct on the part of the **CONTRACTOR**;
  2. Discovers a violation of **ARTICLE V** or **ARTICLE XV**; or
  3. Is subject to a loss of funding as set forth in **ARTICLE III, Section D**.
- B. The **CONTRACTOR**, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this contract, suspend or terminate any subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as **ODH** may require.
- C. In the event of suspension or termination under this Article, the **CONTRACTOR** shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which shall be calculated by **ODH** based on the rate set forth in **ARTICLE III**, less any funds previously paid by or on behalf of **ODH**. In the case of services for which the **CONTRACTOR** charges a flat rate, compensation shall be based on a reasonable percentage of the total services performed, as determined by **ODH**, less any funds previously paid by or on behalf of **ODH**. **ODH** shall not be liable for any further claims, and the claims submitted by the **CONTRACTOR** shall not exceed the total amount of compensation allowed by this contract.

## **ARTICLE XI**

### **Breach or Default**

- A. Upon breach or default by the **CONTRACTOR** of any of the provisions, obligations or duties embodied in this contract, **ODH** may exercise all administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and **ODH** retains the right to exercise all remedies hereinabove mentioned.
- B. If **ODH** or the **CONTRACTOR** fails to perform an obligation or obligations under this contract and thereafter such failure is waived by the other party, such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by **ODH** shall not be effective unless it is in writing and signed by the ODH contract manager.

## **ARTICLE XII**

### **Amendments**

This writing constitutes the entire agreement between the parties with respect to all matters herein. This contract may be amended only by a writing signed by both parties. However, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this contract, without the necessity for executing written amendments. Any written amendments to this contract shall be prospective in nature. When a new or different term or condition is added, additional consideration is not necessary to bind the parties.

## **ARTICLE XIII**

### **Limitation of Liability**

- A. The **CONTRACTOR** holds **ODH** harmless from any and all liability, suits, losses, judgments, damages, or any other demands arising out of the actions or omissions of the **CONTRACTOR** while performing this contract. The **CONTRACTOR** agrees to defend against claims for injury or legal action arising from this contract if called upon by **ODH** to do so.
- B. **ODH's** liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to the **CONTRACTOR** under **ARTICLE III** or the amount of direct damages incurred by the **CONTRACTOR**, whichever is less. The **CONTRACTOR's** sole and exclusive remedies for **ODH's** failure to perform under the contract shall be as set forth in this article. In no event shall **ODH** be liable for any indirect or consequential damages, including loss of profit, even if **ODH** knew or should have known of the possibility of such damages.

- C. Neither party is responsible to the other party for nonperformance or delay in performance of the terms of the contract due to acts of God, wars, riots, strikes, or other causes beyond the control of the parties.

#### **ARTICLE XIV Assignment**

The **CONTRACTOR** shall not assign any interest (including subcontracts) in this contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of **ODH**. Any such assignments or subcontracts shall be submitted for **ODH's** review ninety (90) days prior to the desired effective date. Approval by **ODH** shall not be deemed to increase in any manner the total compensation provided for in this contract. Claims for compensation due or to become due the **CONTRACTOR** from **ODH** under this contract may be assigned to a bank, trust company, or other financial institution without **ODH's** approval if notice of any such assignment is promptly furnished in writing to **ODH**.

#### **ARTICLE XV Drug Free Workplace**

The **CONTRACTOR** shall comply with all applicable state and federal rules, regulations and statutes pertaining to a drug free workplace. The **CONTRACTOR** shall make a good faith effort to ensure that all employees of the **CONTRACTOR** do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.

#### **ARTICLE XVI Construction**

This agreement shall 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 enforceability of the balance of this contract shall not be affected thereby, provided that the absence of the unenforceable provision does not render the performance of the remainder of the contract impossible.

**ARTICLE XVII  
WRITTEN NOTICES**

All written notices required by this contract shall be in writing and deemed received if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage pre-paid, to the addresses set forth hereunder or to such other addresses designated in writing by any of the parties in accordance with this provision.

- 1) In case of **ODH**, to:

Jean Myer  
Help Me Grow/Ohio Kids Card Administrator  
Bureau of Early Intervention Services  
Ohio Department of Health  
246 North High Street  
Columbus, Ohio 43215

-- With copies to Paul Parsons, Bureau of Early Intervention Services

- 2) In case of **CONTRACTOR**, to:  
CMR, Inc.  
406 East Wilson Bridge Rd.  
Suite B  
Worthington, Ohio 43085

IN WITNESS WHEREOF, the parties, by signing below, indicate their agreement to the above.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert D. Denman  
Vice President  
CMR, INC.

\_\_\_\_\_  
Date

\_\_\_\_\_  
J. Nick Baird  
Director of Health

## **EXHIBIT 1 - Scope of Work for CONTRACTOR**

# **SCOPE OF WORK FOR CONTRACTOR**

## **Call Management Requirements**

### **OPERATIONS**

- (a) Utilize automated functions and a live call center to respond efficiently, effectively and in a timely manner to the estimated 40,000 to 50,000 consumer inquiries per year.
- (b) Provide live service 24 hours a day year-round. Provide service through the automated system during major holidays (New Years Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving and Christmas).
- (c) Process and process all packet orders center within 48 hours of receiving order.
- (d) Transcribe and verify mailed in order cards and other forms for Help Me Grow and Ohio Kids Card information within 24 hours of receipt.
- (e) Provide TDD/TDY service to hearing impaired callers to the Help Me Grow Helpline.
- (f) Provide translation service for non-English speaking callers.
- (g) Ensure the gathering of accurate information. Provide accurate zip plus four addresses from consumers requesting materials. Review and correct all incorrect addresses. This may include but not be limited to utilizing software or calling back consumers to verify addresses. The Ohio Department of Health will not provide monetary compensation for callbacks or software to correct addresses.
- (h) Conduct monthly surveys, in a manner approved by the Ohio Department of Health, of 5% of the total calls to the Helpline to evaluate the effectiveness of the Helpline, consumer response to health/educational materials and caller satisfaction with Helpline services. The surveys shall stratify participants such that valid conclusions regarding the effectiveness of the program can be drawn for the various sub-populations of program participants, e.g., women of various socioeconomic groups, race, educational level.
- (i) Transfer calls to existing State of Ohio locations at no additional charge to caller or the State of Ohio. Release transferred calls to the correct source of information thus freeing the operator location for new incoming calls.

## **EXHIBIT 1 - Scope of Work for CONTRACTOR**

- (j) Process scripts and educational materials for the Call Management Menu System and Automated Functions of 1-800-GROW (4769) within forty-eight hours of request by the Ohio Department of Health.
- (k) Provide space to house and operate the Help Me Grow Helpline. Provide all office furnishings, supplies, software and equipment that will be utilized to operate the Help Me Grow Helpline.
- (l) Respond efficiently and effectively to fulfill orders for informational packets as specified by **ODH**. **CONTRACTOR** shall be responsible for inventory maintenance, ordering the necessary literature from the designated **ODH** personnel or designated warehouse to meet caller demand, assuring accurate distribution of literature to all callers, tracking and reporting literature processing and shipping to **ODH**, and conducting quality assurance.

### **DEVELOPMENT AND DESIGN**

- (a) Use existing data in the Help Me grow database that includes the Alliance of Information and Referral Systems (AIRS) to design, develop and install a secured, searchable internet/intranet database that will allow individuals with password access to update and submit information to the Help Me Grow database via the internet. This database shall include social service agencies within the state of Ohio that meet the criteria and approval of the Help Me Grow program, Ohio Kids Card businesses, Ohio Kids card members and Ohio Kids Card enrollment sites within the state of Ohio that meet the criteria and approval of the Help Me Grow program.
- (b) Create/maintain databases and ordering systems that could be integrated into the search and ordering pages of the Ohio Kids Card and Help Me Grow's website.
- (c) Employ a telephone system that is compatible with the states long distance line, including the phone line 1-800-755 -GROW, for the Helpline.
- (d) Automate at least 50% of the information packet orders so that no transcription is required. This can be accomplished by either matching the customer's home phone number with a database of all U.S. phone numbers and addresses, via voice recognition, or other technology. Transcribe all orders, which are not completed via database matching or voice recognition.
- (e) Provide a call management system that can be readily monitored by the supervisor of the call center and a remote computer site utilized by the Ohio Department of Health. Through this remote computer site the Ohio Department of Health shall have access to hourly, daily, weekly, monthly and yearly reports. Reports shall include, but not be

## **EXHIBIT 1 - Scope of Work for CONTRACTOR**

limited to the following information:

- Call volume reports
- Average caller hold times
- Number of callers transferred to a specific voice mail option
- Number of callers answered live
- Number of callers answered by the autoattendant
- Number of calls during each hour
- Number of abandoned calls
- Busy signals
- Roll-overs
- Length of call
- Percentage of calls answered and serviced versus total calls received
- Customer demographics
- Customer callback survey reports
- Reports by county
- Special Reports
- Caller demographic reports
- Written reports as requested by the Ohio Department of Health

### **CUSTOMER SERVICE**

- (a) Via trained phone specialists, obtain a callers data information to fulfill requests by callers for: 1) the mailing of health and educational materials; 2) quick electronic and live transfer to all designated state social service programs requested (within the constraints of this project); and/or 3) program eligibility information based upon quarterly updated State of Ohio social service program information, utilizing eligibility screening information stored in an information and referral database.
- (b) Ensure that call management data is readily available to supervisors. Supervisors shall know on a real time basis how many operators are available, how long an operator has been on a call, etc. Ensure daily, weekly, and monthly statistics are captured for reporting purposes.
- (c) Meet a service standard abandonment rate of 5% or less and no busy outs during both live service and after hours. During live service, meet a service standard of no caller holding for live service more than 2.5 minutes. Assess the usage of the Helpline and determine and provide an appropriate number of referral specialists to meet caller demand during live service. Make every effort to maximize caller service at the Helpline and minimize telephone charges.
- (d) Continuously monitor the efficiency of the Help Me Grow Helpline system with real time

## EXHIBIT 1 - Scope of Work for CONTRACTOR

tracking of hold times, busy outs, call lengths, and other performance indicators as established by the Ohio Department of Health.

- (e) Train all phone specialists in all aspects of information, referral and order taking procedures. Provide additional training as approved by the Ohio Department of Health on programs, services, literature or referral topics, prior to providing service to the Help Me Grow Helpline. Remain available for periodic training by Ohio Department of Health personnel as deemed necessary. Maintain staffing to include phone specialists with the following skills and knowledge:
  - Excellent communications skills,
  - Ability to define problems,
  - Word processing and basic data entry capabilities,
  - Demonstrated ability to handle sensitive inquiries from the general public,
  - Basic knowledge of public assistance/material and child health programs,
  - Experience in working with diverse populations,
  - Ability to access and utilize internet resources,
  - Ability to recognize and respond appropriately to crisis calls.
- (f) Minimum staffing requirements shall include supervisors, who in addition to the requirements for the phone specialists are skilled in working with “crisis” intervention. Supervisors should have the ability to perform a warm transfer to an appropriate crisis line. A supervisor must be available for all hours of “live” operation.
- (g) Provide assurances to the Ohio Department of Health that no employee associated with this project has a criminal record or prior convictions for obscenity, sexual assault, child abuse/endangerment, and failure to maintain child support or tax evasion.

## **COMPUTER**

- (a) **CONTRACTOR** shall provide necessary hardware and software that is capable of performing all of the terms and conditions of this Agreement. **CONTRACTOR** expressly agrees that the **ODH** Office of Management Information Systems shall have the right to review the hardware and software used or proposed to be used by **CONTRACTOR** to determine whether it is capable of performing all of the terms and conditions of this Agreement. As determined by **ODH**, **CONTRACTOR'S** failure to provide such a system will render this contract immediately null and void. **CONTRACTOR** will provide a system with the following minimum characteristics: 1) provision of adequate maintenance, which is the responsibility and cost of **CONTRACTOR**; 2) capable of being upgraded; 3) capable of being updated, which is the responsibility of **CONTRACTOR**; 4) capable of folding in all databases as requested by **ODH**; 5) capable of running with a sub-second response time; 6) capable of providing daily

## EXHIBIT 1 - Scope of Work for CONTRACTOR

backups of data; 8) capable of providing an online and visual directory containing all information required by federal and state law as determined by **ODH**; and capable of printing a hard copy of the Helpline directory and database.

- (b) **CONTRACTOR** is responsible for tracking all materials being ordered by consumers and agencies through the Helpline. This will include individual and bulk orders. **ODH** will have the ability to view individual and bulk orders with their remote computer site. This tracking should include quantity and demographic information. Specific demographic questions for consumers and agencies will be determined by the **ODH**. **ODH** will have access from their remote computer site all information from this demographic tracking. Reports will be able to provide information in hours, days, months or year formats.
- (c) **CONTRACTOR** will have the ability to electronically mail correspondence and reports to the Ohio Department of Health. This will include but not be limited to status reports, caller requests for information and general communication.
- (d) **CONTRACTOR** will provide a back-up delivery system of fulfillment requests to the fulfillment center if the computer system is incapable of transferring necessary information the next business day. This back-up service will be provided at no additional cost to **ODH** and will be implemented immediately to provide the information on the next business day from receiving the request for literature packets.
- (e) **CONTRACTOR** is responsible for all software, hardware and database maintenance. **CONTRACTOR** will provide all and any warranties and maintenance of computer hardware and software, including at the workstations located at **CONTRACTOR**, **ODH** and the fulfillment center. This will include the cost of updating all software utilized in the daily operations of the Help Me Grow Helpline.
- (f) All databases assembled, loaded, maintained, or updated by **CONTRACTOR** pursuant to this Agreement are the exclusive property of **ODH**. This includes, but is not limited to, the database of information, including referral numbers, and the database of callers to the Helpline. Database will be accessible through the internet. **CONTRACTOR** will provide written documentation of the completed database in the following manner or any other manner as requested by **ODH**:
  - source code in written and uncompiled format for all databases/modules developed for **ODH**, including all documentation;
  - complete record layout consisting of fields and field lengths and records of fixed length;

## EXHIBIT 1 - Scope of Work for **CONTRACTOR**

- if the fields are packed or signed, those records/fields will be defined, if requested;
- establish an archive directory of all changes, deletions etc. of the database.

### **SERVICE**

- (a) **CONTRACTOR** shall meet a service standard abandonment rate of 5% or less and no busy outs during both live service and after hours. During live service **CONTRACTOR** will meet a service standard of no caller holding for live service more than 2.5 minutes. **CONTRACTOR** will assess the usage of the Helpline and determine and provide an appropriate number of referral specialists to meet caller demand during live service. By mutual agreement between **ODH** and **CONTRACTOR**, the minimum number of referral specialists on the phones and the number of the Helpline workstations may be adjusted.
- (b) After the first month of operation of the Helpline and every month thereafter, **CONTRACTOR** shall Conduct monthly surveys, in a manner approved by the Ohio Department of Health, on 5% of the total number of calls answered, transferred and transcribed and/or billed in the previous month. The surveys shall stratify participants such that valid conclusions regarding the effectiveness of the program can be drawn for the various sub-populations of program participants, e.g., women of various socioeconomic groups, race, educational level.
- (c) **CONTRACTOR** is responsible for the gathering of accurate information from callers to enable the **MAIL FULFILLMENT CONTRACTOR** to process accurate zip plus four addresses from consumers requesting materials. Reviewing and correcting all incorrect addresses will be the responsibility of **CONTRACTOR**. This may include but not limited to utilizing software or calling back consumers to verify addresses. The Ohio Department of Health will not provide monetary compensation for callbacks or software to correct addresses. In addition, **CONTRACTOR** will employ quality assurance measures for the accuracy of transcription services.
- (d) **CONTRACTOR** shall generate and transmit electronically or in person to fulfillment center, each order within the next business day. **CONTRACTOR** shall interface with the **MAIL FULFILLMENT CONTRACTOR** regarding day to day operations.
- (e) **CONTRACTOR** shall daily maintain the computer and database system to keep the system accurate and functioning properly. **CONTRACTOR** is responsible for inventory maintenance of orders that are placed through the call management system, assuring accurate distribution of literature to all callers, tracking and reporting literature processing and shipping to **ODH**, and conducting quality assurance.

## **EXHIBIT 1 - Scope of Work for CONTRACTOR**

- (f) **CONTRACTOR** shall provide that the inventory system is part of the overall Helpline system and uses the caller programming and directories. **CONTRACTOR** is responsible for system security and maintenance.
- (g) **CONTRACTOR** will automate at least 50% of the information packet orders so no transcription is required. This can be accomplished by either matching the customer's home phone number with a database of all U.S. phone numbers and addresses, via voice recognition, or other technology. Utilize a voicemail system and transcribe all orders which are not completed via database matching or voice recognition.
- (h) **CONTRACTOR** will daily transcribe all voice mail requests for the literature packets offered through the Helpline. These orders will be transferred to the fulfillment center by the next business day.

### **TRAINING/MONITORING**

- (a) **CONTRACTOR** staff shall attend training, including inservice programs provided by **ODH** and other state agencies designed to enable referral specialists to provide better and more accurate information to the HELP ME GROW customer and to enhance the training of other appropriate **CONTRACTOR** staff related to new procedures and information.
- (b) The referral specialists shall be continuously monitored by their supervisors to assure that their skills meet the established requirements. **ODH** will have remote computer access to monitor the operations of the Helpline and fulfillment process.

### **MISCELLANEOUS**

- (a) **ODH** may make additional requests regarding the operation of the Helpline.
- (b) **CONTRACTOR** is responsible for all maintenance, installation, performance standards, replacement, and repair of all equipment and property, including, but not limited to, the entire computer, phone, printer and any other audio or visual systems, that are the subject of this Agreement. **CONTRACTOR** warrants that all such equipment and property is capable of performing the work contemplated by this Agreement for the term of this Agreement.