

**AMENDMENT #1
FOR
RFP NUMBER 0A04022**

DATE AMENDMENT ISSUED: June 22, 2004

The state of Ohio, through the Department of Administrative Services, Investment and Governance Division, for the Department of Job & Family Services is requesting proposals for a Contractor to provide Case Management for all ODJFS-administered home and community-based services (HCBS) programs.

OPENING DATE:	July 15, 2004
OPENING TIME:	11:00 A.M.
OPENING LOCATION:	Department of Administrative Services IT Governance Division Bid Room 30 East Broad Street, 40th Floor Columbus, Ohio 43215

The attached pages represent the amendment for the Request for Proposal (RFP) listed above. Please use the attached pages to replace the pages previously issued by the state.

Specifications and requirements that have been revised are indicated with asterisks and/or bold type.

Calendar of Events. The schedule for the Work is given below. The State may change this schedule at anytime. If the State changes the schedule before the Proposal due date, it will do so through an alert or announcement on the State Procurement web site at the bottom of the RFP detail page. The Web site alert will be followed by an amendment to this RFP, also available through the State Procurement web site near the bottom of the RFP detail page. After the Proposal due date and before the award of the Contract, the State will make schedule changes through the RFP amendment process. And the State will make changes in the Work schedule after the Contract award through the change order provisions in the general terms and conditions of the Contract. It is each prospective offeror's responsibility to check the Web site question and answer area for this RFP for current information regarding this RFP and its Calendar of Events.

Dates:

Firm Dates

RFP Issued: June 4, 2004
Inquiry Period Begins: June 4, 2004
Inquiry Period Ends: July 8, 2004
Proposal Due Date: July 15, 2004 at 11:00 a.m. Eastern Standard Time

Pre-Proposal Conference. A Pre-Proposal conference will be held at 10:00 a.m., on June 14, 2004, at the Rhodes Office Tower, Lobby Hearing Room, 30 E. Broad Street, Columbus, Ohio 43215. The purpose of this conference is to discuss the RFP and the Project with prospective offerors and to allow them to ask questions arising from their initial review of this RFP.

Attendance at the pre-Proposal conference is not a prerequisite to submitting a Proposal.

***Estimated Dates**

Issuance of Purchase Order: ~~August 16, 2004~~ **September 3, 2004**
Work Begins: ~~August 23, 2004~~ **September 7, 2004**

There are references in this RFP to the Proposal due date. Prospective offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time that the Proposals are due and not just the date.

*Initial Assessment Fee Points = (the lowest proposed average Initial Assessment Fee/the offeror's proposed average Initial Assessment Fee) * C, where C is the total amount of Initial Assessment Fee Points available. The value of C is ~~72~~ **62.7**.

*Caseload Fee Points = (the lowest proposed average Caseload Fee/the offeror's proposed average Caseload Fee) * C, where C is the total amount of Caseload Fee Points available. The value of C is ~~72~~ **62.7**.

*Initial Quality Management Plan Points = (the lowest proposed Initial Quality Management Plan Fee/the offeror's proposed Initial Quality Management Plan Fee) * C, where C is the total amount of Initial Quality Management Plan Points available. The value of C is ~~54~~ **47**.

*Management Reports Points = (the lowest proposed Management Reports Fee/the offeror's proposed Management Reports Fee) * C, where C is the total amount of Management Reports Points available. The value of C is ~~54~~ **47**.

*Monthly Performance Reports Points = (the lowest proposed average Monthly Performance Reports Fee/the offeror's proposed average Monthly Performance Reports Fee) * C, where C is the total amount of Monthly Performance Reports Points available. The value of C is ~~408~~ **93.9**. The average Monthly Performance Reports Fee will be calculated for each offeror by averaging the proposed "Monthly Performance Reports Fee for FY05-09" and the proposed "Monthly Performance Reports Fee with Addition of the Self-Directed Care Waiver Cost".

Total evaluation points will be determined by summing the technical points and the cost points.

Total Evaluation Points = Total Technical Proposal Points
+ Initial Assessment Fee Points
+ Caseload Fee Points
+ Initial Quality Management Plan Points
+ Management Reports Points
+ Monthly Performance Points.

Based on the total "meets" points available, excluding desirable points, the technical proposal evaluation represents 60% of the total points. Cost points represent 40% of the total points available.

One or more of the Proposals will then be selected for further consideration in the next phase of the evaluation process. The Proposal(s) selected to be considered in the next phase always will be the highest-ranking Proposal(s) based on this analysis. That is, the State may not move a lower-ranking Proposal to the next phase unless all Proposals that rank above it are also moved to the next phase, excluding any Proposals that the State disqualifies because of excessive cost or other irregularities. Alternatively, if there are to be no more phases because the State feels they are unnecessary or inappropriate, the highest-ranking Proposal will be awarded the Contract.

If the State finds that one or more Proposals should be given further consideration, the State may select one or more of the highest-ranking Proposals to move to the next phase. The State may alternatively choose to bypass any or all subsequent phases and make an award based solely on the evaluation phase.

This RFP asks for responses and submissions from offerors, most of which represent components of the above criteria. While each criterion represents only a part of the total basis for a decision to award the Contract to an offeror, a failure by an offeror to make a required submission or meet a mandatory requirement will normally result in a rejection of that offeror's

- **Other clinical functions.** Some of the clinical functions the CMA must complete are as-needed and periodic clinical functions. Current functions include:

- **Managing Core Plus cases.** As stated in Part One of this RFP, ODJFS intends to reengineer this part of the Ohio Home Care program. Until this transformation takes place, the CMA is responsible for managing Core Plus cases as described earlier in the Scope of Work. Core Plus projections and statistical information can be found in Part One of this RFP.

Core Plus program eligibility, enrollment (as applicable), and care coordination/service planning must be completed within ten working days of the initial face-to-face assessment, including the completion of the following activities:

- Obtaining the consumer's or consumer representative's signature on the All Services Plan (ASP).
 - Notifying the applicant of program eligibility or ineligibility and due process rights.
- **Level of care desk reviews for Intermediate Care Facility for Mental Retardation and Developmental Disability (ICFMR/DD) facility placement.** The CMA may be responsible for conducting paper reviews of ICFMR/DD levels of care and making recommendations in accordance with Ohio Administrative Code rule 5101:3-3-153 (<http://onlinedocs.andersonpublishing.com>). All desk reviews must be completed by an RN, LSW, or LISW. An average of eighty-six desk reviews per month is currently performed.

Level of care desk reviews must be completed within five working days of receiving documentation.

***The CMA may be responsible for assessing individuals who have received an adverse determination as a result of the desk review process. The assessments must be performed by a Registered Nurse.**

- **In-person assessments of individuals receiving adverse determinations of Nursing Facility (NF) placement for Intermediate Care Facility for Mental Retardation and Developmental Disability (ICFMR/DD) facility placement.** The CMA may be responsible for assessing individuals for ICFMR/DD facility placement who have received an adverse determination for NF placement as required by rule 5101:3-3-151 (<http://onlinedocs.andersonpublishing.com>) of the Ohio Administrative Code. These assessments must be performed by a Registered Nurse. An average of three to five assessments per month is currently performed.

Assessments must be completed within ten working days from receipt of the assessment request.

Provider Management Functions

- **Operate an Incident Management, Investigation and Response System.** The CMA will act as the ODJFS designee in operating the Incident Management, Investigation and Response System (IMIRS) as outlined in Ohio Administrative Code rule 5101:3-12-29 (see Supplement 5). The system defines Level 1 and Level 2 incidents; the reporting, notification and response requirements; investigation requirements; the process for substantiating incidents; and recommending provider sanctions to ODJFS. The CMA must develop and implement written procedures and guidelines for operating IMIRS as well as internal processes for reviewing and analyzing all Level 1 and Level 2 incidents to identify patterns and/or trends. The guidelines must assist with the analysis of incidents and address the reduction of future actions and/or trends. Upon request by ODJFS, the CMA must provide evidence that this review has been conducted and that appropriate action has been taken.

- Methods for monitoring authorized costs and cost of services delivered for each program, including for each program and ODJFS-specified subgroups (e.g. age, geographic location) minimum, maximum, mean, and median costs for all home care-related services and changes in costs over time.

Payment for this deliverable will be based on ODJFS acceptance of the QMP.

Quarterly Management Report – Management Reports must be submitted to ODJFS quarterly, i.e. no later than 15 calendar days after December 31, March 31, June 30, and September 30. The Management Report's purpose is to summarize performance trends/patterns and their impact on the QMP components. It summarizes 1) how monthly performance results impact the QMP and 2) what actions the CMA plans for continuous improvement of the day-to-day management of the program(s). Specifically, each Management Report must include data supporting the current QMP goals and benchmarks, progress made toward goals and benchmarks, planned quality improvements or corrective actions based on analyzed data, any updated or new goals, and other updates or changes to the QMP. Information must reflect both the CMA statewide and each regional site.

While data from Monthly Performance Reports (as described later in this section) will be summarized for the Management Report, the Management Report is a separate and distinct reporting mechanism and has a broader scope than the Monthly Performance Report. Both types of reports are required to be submitted (including overlapping months of December, March, June, and September) and are paid as separate deliverables.

Payment for this deliverable will be based on ODJFS acceptance of each Management Report.

Monthly Performance Report – Performance Reports, based on an ODJFS-defined format, must be submitted to ODJFS monthly. All reports are due by the 15th calendar day of the following month; the first report must be submitted following the first full month after the Contract is initiated. Each performance report must include data about how well each regional site and the overall CMA (statewide) is meeting key waiver assurances described in the scope of work, including at minimum:

Clinical Management

- results of utilization management program reviews, when applicable during a particular month, meeting accuracy and compliance levels of at least 90% for the first year of the Contract and at least 95% for subsequent years of the Contract
- consumer health and safety – number of consumer incidents, including subcategories (e.g. type of incident, substantiated/unsubstantiated)
- ***results of level of care desk reviews**

Provider Management

- provider monitoring – number of provider occurrences/notices of operational deficiency (NODs) plans of correction, unannounced visits, results of billing reviews, etc.
- provider enrollment - BCII checks and other licensure/certification checks, number of providers enrolled, etc.

Program Management

- maintaining statewide cost neutrality for each program, including analysis of reasons for increases or decreases in median program costs
- results of activities related to upholding consumer rights and increasing consumer participation, including at minimum:
 - consumer satisfaction levels of at least 90% for the first year of the Contract and at least 95% for subsequent years of the Contract

number of adverse actions (i.e. denials and disenrollments) and corresponding percentages of hearing rights notices given for those actions, number of hearings

- o held and the corresponding percentages of decisions sustained or decisions overruled

ODJFS will monitor baseline performance standards throughout the first six months of the Contract. ODJFS reserves the right to set and/or change minimum benchmarks after the first six months of Contractor performance.

Payment for this deliverable will be based on ODJFS acceptance of each monthly performance report (including clinical management, provider management, and program management components).

The Contractor's Fee Structure. The Contractor will invoice ***(or alternately submit billing as described in this section)** and the State will pay for the following tasks/deliverables as described in the Deliverable section of this RFP:

- Initial assessments
- Caseload managed
- Initial Quality Management Plan
- Management Reports
- Monthly Performance Reports

This RFP provides only an estimate of the State's requirements. No guarantee is made of any specific amount to be purchased. The Contractor will be compensated for the actual number of initial assessments performed, the number of cases managed, and the actual number of management reports and monthly performance reports submitted.

After six months of Contractor performance, a payment holdback of 1 percent to 3 percent per region will be applied to the payment of the quarterly management report and/or monthly performance report deliverables if one or more regions are performing below the minimum performance levels. The percentage of holdback will be determined by ODJFS and based on the severity of the deficiency. The holdback amount will be paid upon successful correction of the deficient area(s) in each region.

ODJFS is exploring the possibility of utilizing performance-based rate setting as a contract management tool. This approach would provide ODJFS the ability to increase the monthly performance report rate for maintaining exceptional performance levels in one or more regions. The continuation of the increased rate would depend on the continuation of the exceptional performance. If this concept is pursued, evaluation criteria will be developed within the first year of the Contract and implemented after June 30, 2005. A formal Contract amendment will be executed prior to implementing performance-based rate setting. In addition to monthly performance report results, annual program management review results/findings may be used to evaluate performance for this purpose. An example of a scoring mechanism that might be considered is:

- Level A – region scores between 96 and 100 points – rate increases up to 10%
- Level B – region scores between 90 and 95 points – rate increases up to 5%
- Level C – region scores below 90 points – no rate increase

***For most Initial Assessments and/or all Caseload costs, the Contractor may be required to bill the Medicaid Management Information System (MMIS) following ODJFS billing instructions (<http://emanuals.odjfs.state.oh.us/emanuals/medicaid/BIN>) to receive reimbursement.**

If this alternative method of billing is required, a code will be assigned for the caseload activity and a code will be assigned for the initial assessment activity. The CMA will be informed of these codes during the initial contract implementation period.

Some persons applying for ODJFS-administered programs will not have Medicaid eligibility at the time of their assessments or may be denied Medicaid eligibility as part of the eligibility process. In these situations, the Contractor will not be able to bill MMIS for its assessment. Invoices will be submitted to ODJFS for these costs to be reimbursed.

If billing through MMIS is utilized, ODJFS will provide training and onsite technical assistance to the Contractor in the areas of Medicaid eligibility and billing as part of the initial contract implementation period.

Source of Funding; Third-Party Funding. None.

Reimbursable Expenses. None

Bill to Address. Contractor invoices ***and alternate billing, if required,** must be prepared in accordance with State of Ohio and specific ODJFS invoice ***and billing** submission requirements. ***Invoice and** billing instructions will be provided to the CMA during the initial contract implementation period.

The State will not suspend the Contract for its convenience more than once during the term of this Contract, and any suspension for the State's convenience will not continue for more than 30 calendar days. If the Contractor does not receive notice to resume or terminate the Work within the 30 day period, then this Contract will terminate automatically for the State's convenience at the end of the 30 calendar day period.

Any default by the Contractor or one of its subcontractors will be treated as a default by the Contractor and all of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the State for any liability to them. Each subcontractor will hold the State harmless for any damage caused to them from a suspension or termination. They will look solely to the Contractor for any compensation to which they may be entitled.

Representatives The State's representative under this Contract will be the person identified on the RFP or a subsequent notice to the Contractor as the "Work Representative." The Work Representative will review all reports made in the performance of the Work by the Contractor, will conduct all liaison with the Contractor, and will accept or reject the Deliverables. The Work Representative may assign a manager responsibilities for individual aspects of the Work to act as the Work Representative for those individual portions of the Work, if applicable and appropriate.

~~***The Contractor's Project Manager under this Contract will be the person identified on the RFP as the "Project Manager." The Project Manager will conduct all liaisons with the State under this Contract. Either party, upon written notice to the other party, may designate another representative. But the Project Manager may not be replaced without the approval of the State if s/he is identified in the RFP as a key individual on the Project.***~~

Work Responsibilities. The State will be responsible for providing only those things expressly identified, if any, in the RFP. If the State has agreed to provide facilities or equipment, the Contractor, by signing this Contract, warrants that the Contractor has either inspected the facilities and/or equipment or has voluntarily waived an inspection and will work with the equipment and/or facilities on an "as is" basis.

Normal working hours on State property is Monday through Friday (except for State holidays) from 8:00 a.m. to 5:00 p.m., Eastern Standard Time, with a one hour for lunch. The Contractor must plan to work within these time constraints for any Work that will be done on State property.

If the Work, or parts of it, will be performed on the State's property, the State will provide the Contractor with reasonable access to that property.

The Contractor will provide a written report to the Work Representative at least as often as the end of every other week throughout the term of this Contract, or as otherwise provided in the RFP.

Unless otherwise provided in the RFP, the Contractor will be responsible for obtaining all official permits, approvals, and similar authorizations required by any local, state, or Federal agency for the Work.

Changes. The State may make reasonable changes, within the general scope of the Project, in any one or more of the following: (I) Project tasks or subtasks; (ii) time or place of delivery; or (iii) period of performance. The State will do so by issuing a written order under this Contract describing the nature of the change ("Change Order"). Additionally, if the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Project, the Contractor will have the right to request a Change Order from the State. Scope of work changes will be managed as follows: pricing will be provided from the Contractor to the State. The State