

Bob Taft
Governor

Tom Hayes
Director



30 East Broad Street • Columbus, Ohio 43215-3414
www.state.oh.us/odjfs

June 11, 2004

Dear Vendor:

This letter is to announce the release of the Ohio Department of Job and Family Services' (ODJFS) Ohio Medicaid Delivery Structure Redesign Request for Proposals (RFP)#: R-04-07-1036 for the purpose of obtaining a vendor to provide technical assistance support, expert consultation, operational assistance and liaison support activities in redesigning Ohio's Medicaid delivery systems for people with disabilities. ODJFS will consider proposals only from vendors qualified in performing in-depth program research, evaluation and statistical analysis and experienced in the development of home and community-based waivers, Medicaid State Plan services, reimbursement systems and health care policy for people with disabilities. The actual effective date for the resulting contract is dependent upon Controlling Board approval and other required funding approvals.

This ODJFS RFP is made available to all interested, qualified vendors through the web site managed by the Ohio Department of Administrative Services (DAS) for State of Ohio procurements. If you are interested in submitting a proposal to ODJFS for this important project, please obtain the RFP through the following Internet process:

- * **Access the State Procurement web site at <http://www.ohio.gov/procure>;**
- * **From the Navigation Bar on the left, select "Find it Fast;"**
- * **Select "Doc/Bid/Schedule #" as the Type;**
- * **Enter the RFP Number *JFS-R04-07-1036*; and**
- * **Click the "Find it Fast" button.**

If you would prefer that a paper copy be mailed or FAXED to you, please send your request via FAX to:

Office of Contracts and Acquisitions
Ohio Department of Job and Family Services
30 East Broad Street, 31st Floor
Columbus, Ohio 43215-3414
FAX: (614) 995-4876

Responses must be prepared and submitted in strict accordance with the requirements and time frames given in the RFP. Thank you for your attention to this request.

Sincerely,

Thomas J. Hayes
Director

REQUEST FOR PROPOSALS
Ohio Medicaid Delivery System Redesign

RFP#: R-04-07-1036

Issued By:
The Ohio Department of Job and Family Services

Office of Ohio Health Plans
30 East Broad Street, 31st Floor
Columbus, Ohio 43215-3414

(June 2004)

REQUEST FOR PROPOSALS (RFP):
Ohio Medicaid Delivery System Redesign
RFP#: R-04-07-1036

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ODJFS REQUEST FOR PROPOSALS (RFP):
Ohio Medicaid Delivery System Redesign
RFP#: R-04-07-1036

SECTION I. GENERAL PURPOSE & VENDOR INFORMATION

1.1 Purpose

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Proposals (RFP) to obtain a vendor to provide technical assistance support, expert consultation, operational assistance and liaison support activities in redesigning Ohio's Medicaid delivery systems for people with disabilities. ODJFS will only consider proposals from vendors experienced in the development of Medicaid Home and Community Based Waivers, Medicaid State Plan Services, Reimbursement systems and methodologies for Medicaid covered services and health care policy for people with disabilities and who are qualified in performing in-depth program research, evaluation and statistical analysis. ODJFS expects that the selected vendor will be under contract (including contract renewals) for the performance of these services from approximately September 7, 2004 through June 30, 2008.

The Ohio Medicaid Program provides medical services to more than 1.8 million Ohioans each year. Of the more than 1.8 million total consumers, approximately 24% are low income, aged, blind, or people with disabilities. The ODJFS Office of Ohio Health Plans (OHP) offers two benefit packages to its consumers: primary and acute care services to everyone who receives a Medicaid card, and long-term care services in the community, a nursing facility or an Intermediate Care Facility for the Mentally Retarded (ICF/MR). Consumers receive their primary and acute care benefits either through a fee-for-service arrangement (a traditional indemnity plan that the State directly administers), or through licensed managed care plans under contract with the State. Regardless of the delivery system, the same comprehensive set of services is covered, including physician care, prescription medications, hospital services, and other medically necessary services. Consumers needing long-term care services obtain them either in community or institutional settings.

Federal law requires the State of Ohio to designate a state agency to be responsible for the administration of the Medicaid program. ODJFS serves as the single state agency responsible for the Medicaid program. Within ODJFS, the program is directed by OHP. ODJFS also has the authority to delegate some aspects of its administrative functions. For example, the county departments of job and family services (CDJFS) determine Medicaid eligibility. Some administrative functions are also delegated to other state agencies through interagency agreements that require them to assure statewide access to specialized Medicaid benefits. Some services are administered and provided through local county boards of MR/DD (Mental Retardation/Developmental Disabilities), and some services are administered through county Mental Health and Alcohol and Drug Addiction Services boards. OHP also contracts with case management vendors to assist in the administration of the Ohio Home Care Program. In Ohio, there are three Nursing Facility based HCBS waivers: the Ohio Home Care Waiver, administered by OHP; the PASSPORT and the CHOICES waivers, administered through the Department of Aging; and four ICF-MR based HCBS waivers: the Transitions Waiver, administered by OHP and the Individual Options Waiver (I/O), the Residential Facilities Waiver (RFW) and the Level 1 Waiver, administered through the Department of MR/DD. The Ticket to Work and Work Incentives Improvement Act (TWWIIA) of 1999 created a mechanism for states to assist individuals with disabilities in securing and maintaining employment without risk of losing Medicaid coverage. There are two components of TWWIIA, namely the "ticket" provided by the Social Security Administration for individuals with eligibility for the program and the

Medicaid Buy-In option which permits states to design programs which allow the individual to purchase continued Medicaid coverage once the individual obtains employment. Although Ohio does not currently have a Medicaid Buy-In (MBI), it will be exploring and proposing one. The successful bidder will assist with this implementation proposal.

The Medicaid Program also provides certain state plan services for people under the Rehabilitation Option. For people with mental illness, the program is called the Community Mental Health Program. For individuals with substance abuse problems, several treatment programs are offered through the local Alcohol Drug Addiction and Mental Health (ADAMH) Boards, which are under the auspices of the Ohio Department of Alcohol and Drug Addiction Services (ODADAS). For people with MR/DD, the program is called the Community Alternative Funding System (CAFS). Habilitation is provided under this program to individuals living in Intermediate Care Facilities for the Mentally Retarded (ICF-MR) and on ICF-MR based waivers. The Medicaid program also provides services to individuals who are residents of Nursing Facilities (NFs) and ICFs-MR. Ohio reviews appropriateness of payment, including through onsite reviews. In addition, a therapy services package is provided to individuals with MR/DD who do not live in ICFs-MR or who are not receiving home and community based services.

1.2 Issuing Office

This RFP is released by and the subsequent contract(s) will be with ODJFS. The Office of Ohio Health Plans, which will administer the contract, is responsible for state level supervision. OHP's mission as a value purchaser is to assure access to comprehensive, quality health care services for targeted populations in order to improve the health status of Ohioans and their communities and to support the self-sufficiency and care of covered populations.

The contract expected to result from this RFP process will be an agreement between ODJFS and the selected contractor. The Ohio Department of Administrative Services (DAS) involvement is limited to providing support by publishing this RFP and its related documents on the State of Ohio procurement opportunities web site, which it manages. This consolidated web site is intended to provide vendors of all types with the convenience of a single web site from which to search all procurement opportunities offered by any State of Ohio governmental agency.

DAS is not involved in the development of this RFP, the receipt of vendor responses/proposals, the evaluation of those proposals, contractor selection, or in the development or execution of the contract. If interested vendors have a need to communicate regarding this RFP, they must contact **ODJFS** using one of the mechanisms provided for in **Sections 1.7, Internet Question and Answer Period/RFP Clarification Opportunity, or 1.9, Communications Prohibited**, of this RFP. Vendor proposals must be submitted to ODJFS in strict accordance with proposal submission instructions provided in **Section 4.1, Proposal Submission**. Vendors are cautioned that communication attempts which do not comply with these instructions will not be answered, and that ODJFS will not consider any proposals submitted to any address other than the one provided in Section 4.1 of this RFP.

1.3 Background

The health delivery system for people with disabilities is becoming more complex and consumer-driven. As a result of changing attitudes and consumer demands, the Americans with Disabilities Act, the Olmstead decision and new technologies, traditional methods of providing care fall short of meeting the desires of these individuals. In addition, due to recent court decisions, oversight reviews by CMS, and new interpretations of law, it is imperative that Ohio continues to modify how services are provided.

The State of Ohio is committed to continuing to provide community-based alternatives for people with disabilities. To this end, Governor Taft and members of his cabinet, have developed the Ohio Access Cabinet and the Ohio Access report. The Ohio Access initiative has been consistent with the direction set by the Olmstead decision. The Ohio Access initiative is a call to action for all Ohio agencies that serve persons with disabilities:

- Aging
- Alcohol and Drug Addiction Services
- Budget and Management
- Health
- Job and Family Services, including Medicaid
- Mental Health and
- Mental Retardation and Developmental Disabilities.

There have been two Ohio Access reports. The first Ohio Access report was released in February 2001 in response to Governor Taft's instructions to his cabinet to conduct a broad review of the state's existing system of services for people with disabilities, obtain feedback from the public, and make recommendations for improving these services.

Ohio has significantly improved long-term services and supports since 2001, and is in a better position today to do more. The second report starts with a vision for Ohio in which:

- Ohio's seniors and people with disabilities live with dignity in settings they prefer;
- They are able to maximize their employment, self-care, interpersonal relationships, and community participation; and
- Government programs honor and support the role of families and friends who provide care.

A variety of strategies to accomplish this vision are presented in the Ohio Access report. The goal of Ohio Access is that every strategy to achieve the vision must contribute to:

- Offering individuals meaningful choices;
- Aligning systems to improve quality and provide better outcomes for individuals; and
- Getting the best possible value from taxpayer investments.

In response, ODJFS has undertaken a major redesign of its keystone community-based long term care initiative, the Ohio Home Care Program. ODJFS conducted 18 consumer forums around Ohio in the Summer of 2003 during which several preliminary home care reform proposals were discussed with consumers, providers and other key stakeholders. ODJFS received many insightful comments and suggestions that underscore the importance of honoring consumer demand for greater flexibility and self-direction. ODJFS remains committed to the redesign of the Ohio Home Care Program which is intended to provide consumers with increased opportunity for self-direction, better target the needs of consumers, including those who are ready for hospital discharge, and continue to improve program cost management. As part of the reform package, ODJFS will develop an Independence Plus Waiver, utilizing the Cash and Counseling model that was created by the Robert Wood Johnson Foundation, and which was demonstrated in Arkansas, Florida and New Jersey beginning in the 1990's in efforts to increase consumer directed care opportunities.

About 1.2 million people receive disability-related supportive services at home through Medicaid state plan or home and community-based waiver programs. Under the Medicaid state plan, services traditionally have been restricted to human assistance with personal care and homemaking provided by

licensed agencies. Waiver programs have offered additional services, but coverage often has been limited, with a case manager deciding whether services were needed. In contrast to these traditional service models, states are increasingly offering Medicaid beneficiaries and their families the opportunity to obtain supportive services from individual providers. This alternative is called “consumer directed” care.

Cash and Counseling is an existing model of consumer directed care, initially funded as a demonstration by the Robert Wood Johnson Foundation. It provides a flexible monthly allowance that consumers can use to hire their choice of workers, including family members, and to purchase other goods and services. Cash and Counseling requires that consumers develop spending plans showing how they would use the allowance to meet their needs for supportive services. It also provides counseling and fiscal assistance to help consumers manage their allowance and their responsibilities as employers. Consumers who are unable or unwilling to manage their allowance and responsibilities themselves can designate a representative, such as a family member, to help them or do it for them.

The Cash and Counseling model gives consumers the most control over choices that are meaningful to them. This approach best supports consumers as they live fully integrated in their communities. This model enables consumers to not only choose who it is they will employ or choose to let go, but it gives consumers the ability to make choices about which kinds of services and how much of a service will be purchased. It is consumers whose success in the community depends on these choices and consumers and their families who are best able to make these choices. These choices not only lead to increased independence and self-sufficiency, it leads to improved quality of life and better health outcomes. This model also delivers the best value from taxpayer investments, cutting out some of the ‘middle man’ cost and permitting the consumer to act more quickly to change services, providers or pricing to accommodate the consumer’s changing needs and circumstances.

Also resulting from the Olmstead decision, Federal Medicaid policy now permits states to assist individuals who want to leave institutional settings and return to their communities. States may provide limited payments for items typically not covered by Medicaid when individuals are leaving institutional settings, including one-time costs such as utility deposits, and basic furniture. In October 2002, CMS awarded ODJFS a Systems Change for Community Living--Nursing Facility Transitions Grant. ODJFS has used the award to secure a vendor to design, implement and evaluate the Ohio Access Success Project. In addition, the SFY 04-05 budget provides funding for the operation of the Ohio Access Success Project that will provide transition assistance to up to 250 Medicaid-eligible nursing facility residents to relocate to community settings. Participating consumers will receive one-time financial assistance for community relocation expenses.

Ohio has also received a CMS Real Choice Systems Change Grant which will be used to develop a web-based long-term care services and supports data-base known as No Wrong Door. Also included in this grant is funding for a housing coordinator to be located at ODJFS. The housing coordinator will assist with locating housing resources for consumers participating in the Ohio Access Success Project to relocate into, as well as a catalog of statewide resources for use in the No Wrong Door project.

Many Ohio Medicaid delivery systems are distinct from those of other states in the use of public local funds as match for federal Medicaid dollars. Ohio’s Medicaid MR/DD delivery system uses public local (county) MR/DD tax levies as state match for the CAFS program in each of Ohio’s 88 counties. County Boards of MR/DD locally administer the CAFS program. It is vital to ensure that local operational decisions are not inappropriately influenced by the availability of public local funds. For Medicaid eligible school age children, participating school districts also provide CAFS services, through an Individual Education Plan (IEP), using local school district funds as match. There are over 600 school

districts in Ohio, with over 200 participating in the CAFS program. Local Mental Health and Alcohol and Other Drug Addiction Services boards use public local levy funds as match for Medicaid Community Mental Health Services. There are 43 combined ADAMH boards, seven separate Mental Health Boards, and seven separate Alcohol and Other Drug Boards.

In SFY 2003, ODJFS spending for Medicaid services covered through OHP was \$8.8 billion dollars. Total Medicaid spending in SFY 2003, including Medicaid services provided through other state agencies and all administrative costs, was about \$10.5 billion; this is roughly 2% of Ohio's total gross state product. About 3.3%, or \$359 million of total Medicaid spending was used for administration; this includes all administrative costs incurred by ODJFS, by other state agencies, and by counties and other local entities. Medicaid spending constitutes about 24% of total spending by the state government in Ohio and about 16% of all state-funds-only spending; because OHP's General Revenue Fund (GRF) line-items include federal funds, about 31% of total GRF spending is Medicaid.

Aggregate spending by ODJFS for the Medicaid and DA Medical services increased 14.9% in SFY 01, 12.7% in SFY 02, and 12.3% in SFY 03. The primary drivers of growth over recent years have been: 1) higher health care costs and greater utilization of services, particularly by persons in ABD categories of eligibility, and 2) increasing caseloads resulting primarily from the economic downturn.

The rate of growth in spending by Ohio's Medicaid program on an average per-person basis has been very competitive with the growth in premiums charged by private health insurance carriers. This is true even though Medicaid covers many individuals who have medical needs so extensive that they would be considered "uninsurable" by commercial health plans. In terms of aggregate Medicaid spending, Ohio has also achieved relatively low growth when compared to other states (the aggregate growth for Ohio in terms of total Medicaid spending was lower than 38 other states since 1992).

Nevertheless, growth that has averaged near 13% over the past several years cannot be sustained with existing state revenues. Reflecting the priorities of the Governor and the ODJFS Director, OHP's strategic plan includes the following strategy: "continually improve our ability to manage costs." A key objective under that strategy is: "Slow the rate of growth in ODJFS spending for Medicaid medical services to a level that is more sustainable with existing state revenues."

Acting on that objective, the Executive Branch proposed significant actions to reduce Medicaid spending in SFYs 04/05, including a freeze on all provider rates, including nursing homes, ICFs/MR, and hospitals, the elimination of certain optional benefits for adults, dramatic reforms to the DA Medical program, and a new care management initiative for ABD and other high cost cases. Although the Ohio Legislature ultimately rejected much of what the Governor proposed, they did restrict growth in nursing home and ICF/MR rates, maintained the freeze on inpatient care provided by general hospitals, and approved the Executive branch's plan for DA Medical Reform and new care management.

Economic downturns result in greater utilization of Medicaid as increasing numbers of people lose jobs and/or health insurance and become eligible for Medicaid coverage. Even on the upside of the business cycle, Medicaid caseloads do not decline quickly. Reflecting that experience, the ODJFS budget projection for SFYs 04/05 predicts only a slowing in the rate of growth in total caseload over the course of the 04/05 biennium.

Aside from caseload growth, the Medicaid health plan is comparable in many ways to a large, commercial insurer. The increasing health care cost for services such as prescription drugs, and other increases in utilization are not unique to Ohio's Medicaid program. However, Medicaid covers lengthy nursing home stays that are not covered by private payers or by Medicare.

As Medicaid funds pass through an entity, OHP is responsible for oversight of all state and local agencies delegated administrative authority to operate Medicaid funded programs. The following are discrete oversight functions required by federal regulation:

1. Act as clearinghouse and/or point for all sub-recipient audits;
2. Act as liaison to ODJFS Office of Research Assessment and Accountability (ORAA) regarding sub-recipient A-133 audits;
3. Conduct periodic reviews of sub-recipient expenditures for Medicaid administrative activities;
4. Conduct periodic reviews of sub-recipient Medicaid paid claims;
5. Act as point for Single State Audit findings related to financial sub-recipient monitoring;
6. Conduct follow-up with sub-recipients to ensure their compliance with financial monitoring requirements and/or correction of noted deficiencies; and
7. Provide technical assistance when necessary.

1.3(A) People Under Age 60 With Disabilities

In July 1998, ODJFS initiated a home care program which integrated two home and community-based (HCBS) waivers and certain state plan home care services. The purpose of the integration was to begin to work toward the development of a comprehensive home care alternative to institutionalization for Ohioans with disabilities. This alternative came to be known as Ohio Home Care.

Ohio Home Care services are divided into four benefit packages: Core, Core Plus and the Ohio Home Care Waiver and the Transitions Waiver. Core and Core Plus are state plan services. The Core benefit package provides part-time and intermittent home care to consumers who require:

- Fewer than eight hours of services per date of service;
- Only intermittent nursing, daily living services and/or skilled therapy visits; and
- No more than 14 hours of nursing and daily living services combined per week.

The Core Plus benefit package is designed for consumers who need:

- More than eight hours of home care per day; or
- Continuous nursing visits; or
- More than 14 hours of nursing and/or daily living services combined per week.

Certain administrative functions, principally data collection for eligibility determinations and ongoing service coordination, were contracted to four agencies that bid on an RFP issued in April 1998. The activities of these agencies are monitored by ODJFS, which retains final administrative authority for the entire program.

In response to consumer demand for increased self-direction and to improve program cost management, ODJFS has developed a plan for the redesign of Ohio Home Care. Redesign includes several key components (see **Attachment E --Proposed Redesign of the Ohio Home Care Program**) Among them are:

- A. Renewal of the Ohio Home Care Waiver effective through June 30, 2006. This will allow the program to continue with no programmatic changes at this time, but with additional waiver slots as approved in the state's biennial budget. It will also allow ample time to develop our proposed redesign of the Ohio Home Care Program.

- B. Reengineering of Ohio's Core Plus benefit package (Medicaid state plan home health aide, nursing and skilled therapies) and creation of a short-term home care Medicaid state plan benefit for waiver and non-waiver consumers who experience acute episodes. Specifically, 14 or more hours/week of nursing/PDN will be made available to consumers, as needed, after discharge from a hospital or NF, or when their condition changes. Waiver consumers, including those on waivers administered by sister agencies, will be able to access a maximum of 60 days of this service per year. As a precursor to this, ODJFS will also work with sister agencies to determine the number of affected consumers receiving Core services, as well as services through the MR/DD and Aging systems, and how these consumers will continue to receive such services. ODJFS will also be ready to fold adults and children with an institutional level of care into the appropriate waiver, requiring amendment of the Ohio Home Care and Transitions waivers to seek additional slots to accommodate this change.
- C. Creation and staggered implementation of three new waivers:
1. Self-Directed Care Waiver for persons with either a NF or hospital level of care;
 2. Community Resources Waiver to serve medium cost, high need consumers with either a NF or a hospital level of care; and
 3. Subacute Waiver to serve high cost, high needs consumers with a hospital level of care.
- D. Expansion of the concept of consumer choice in ODJFS-administrated waivers, and introduction of a person-centered, self-directed care waiver.
- E. Consumers in all ODJFS waivers will have access to all Medicaid state plan and optional state plan services, and will be able to participate in the development of their all services plan.
- F. Consumers in the Self-Directed and Community Resource waivers will have their choice of providers, as well as the responsibility to approve provider timesheets; choose, train, direct and change providers; and establish a workable back-up plan for situations when the primary provider is unable to render services.
- G. Specific to the Self-Directed Care waiver, Ohio will also:
1. Allow consumers to be the employer of record (i.e., the consumer or his or her legally responsible relative assumes responsibility for the recruitment, training and dismissal of providers, day-to-day personnel management, and work scheduling), and establish provider rates up to the Medicaid ceiling;
 2. Offer supports brokerage as a means to empower consumers to develop, implement and manage their own services and supports, and ultimately, their own lives. Supports brokerage offers practical skills training to enable families and consumers to remain independent. Examples of training include providing information on recruiting and hiring home care attendants, managing home care attendants, and providing information on effective communication and problem solving. The

function provides sufficient information to assure that consumers and their families understand the responsibilities involved with self-direction and assist in the development of effective back-up and emergency plans.

3. To support the development of a Self-Directed Care waiver that will permit consumers to manage a flexible monthly allowance to pay for waiver services and disability-related goods and services; and
 4. Amendment of the Ohio Home Care waiver to continue serving consumers who do not meet the eligibility requirements of the other waivers (i.e., they are age 60 and over, or of any age and their service needs exceed that which is provided by the other waivers). It will allow eligible consumers access to needed waiver services until they can be transferred into more appropriate, more cost-effective waivers.
- H. Development of new and/or amended statutes, policies and procedures, as appropriate, including, but not limited to, delegated health-related activities (i.e., delegated nursing), and allowing the consumer to establish provider rates of payment up to the Medicaid ceiling.
- I. Relaxation of the prohibition against the provision of services by certain family members as a result of the current Ohio Home Care program definition of “family”. Specifically, ODJFS will develop a definition for the term “legally responsible family member” (i.e., a consumer’s spouse; mother or father; stepmother or stepfather; or legal guardian, as adjudicated in a court of law), and will propose that he or she be permitted to provide home care attendant services as an “independent home care attendant” under the Self-Directed Care Waiver.
- J. Replacement of the independent daily living aide and non-aide provider types with a single “independent home care attendant” provider type. This provider will deliver home care attendant services, and will be able to perform delegated health-related activities under the Self-Directed Care Waiver if all appropriate requirements are met. This provider will also be able to provide personal care services under the Community Resource Waiver and Subacute Waiver, but will exclude legally responsible family members.
- K. Utilization of relocation services (that are part of Ohio’s Success Project) in the new waivers in order to facilitate the transition of consumers out of nursing facilities and into home and community-based service waivers. Services will include provision of payment for such things as rental deposits, utility deposits, housewares, furniture, transportation to locate housing, assistive technology, home modifications, linens, etc. The addition of these services to the waivers will allow for increased federal financial participation, and will also increase the number of people served through the Success Project.
- L. Implementation of clinical protocols across all waivers that will strengthen and improve case management and care planning activities, and maximize the use of appropriate formal and informal consumer supports. Protocols will be tailored to each ODJFS waiver, as appropriate, and at a minimum, will include specific case manager qualifications, caseload ratios and expectations for frequency of consumer contact. Additionally, new contractual requirements will support the implementation of the improved protocols. Specifically, a case management RFP will be released in 2004 which will require increased program oversight in the areas of provider monitoring, case management and care planning practice,

and program quality assurance and quality improvement.

- M. Implementation of an expanded quality management plan that defines continuous quality improvement activities for provider monitoring, and imposes annual criminal records checks for all independent providers of waiver services.
- N. Implementation of a higher standard of waiver eligibility than we currently have in the Ohio Home Care and Transitions waivers, i.e., requiring specific degrees of functional disabilities, and hands-on assistance with activities of daily living (ADLs).
- O. Commitment to the concept that consumers will be assigned individual cost caps that are consistent with their needs, as identified through an individual assessment, and that assignment of the maximum cost ceiling associated with their particular waiver is not automatic. To accomplish this, a methodology will be developed to predict and authorize individual cost caps within the maximum cost ceiling for each waiver. The methodology may include a review of actual claims paid and assessment information.
- P. Provision of home care attendant services and delegated health-related activities by legally responsible family members (i.e., a consumers' spouse; mother or father; step-mother or step-father; or legal guardian as adjudicated in a court of law). For this to be permissible:
 - 1. The legally responsible family members must be an independent home care attendant, as approved by ODJFS;
 - 2. Must meet all training and continuing education, reporting and accountability, and cost-effectiveness requirements;
 - 3. The service must not be a function which the legally responsible family members would normally provide for the consumer without charge as a matter of course in the usual relationship among members of the nuclear family; and
 - 4. The results of the person-centered planning process must be taken into account (i.e., when the needs and preferences of the consumer and his or her family are taken into account in developing the all services plan).

1.3(B) Behavioral Health Delivery System

The behavioral health delivery system in Ohio serves a diverse population with varying needs. Persons with serious mental illness often experience long term, but episodic illness which is quite different from the disability of persons with mental retardation and many elderly people. Given the lack of parity in the commercial insurance market, coverage for acute mental health care, virtually all long term care for persons with serious behavior disorders fall to the public behavioral health systems. Services include inpatient care in State psychiatric hospitals and psychiatric units of general hospitals, clinic services provided through Community Mental Health (CMH) agencies and private practitioners. Medicaid is an integral part of this delivery system. Services provided through CMH agencies can bill Medicaid under the Rehabilitation Option of Ohio's Medicaid state plan.

The behavioral health delivery system is a locally administered system with 57 county based Alcohol, Drug Addiction and Mental Health Services Boards serving all 88 counties in Ohio. The boards manage public behavioral health funds including Medicaid covered services provided by CMH agencies. The

boards do not provide services directly, but contract with CMH agencies to ensure that services are provided and coordinated effectively.

The behavioral health delivery system is at a different stage of development than other human service systems. The system of community care is under extraordinary financial and operational stress brought about by a number of factors, including some of the following:

- Significant financial stress for local boards from a combination of flat or reduced state and local revenue;
- Inflationary growth;
- The increased demand for mental health services;
- Cutbacks in private sector mental health care and services paid through the mainstream Medicaid program;
- Pattern of closures in private hospital psychiatric units, with shorter lengths of stay and high levels of readmissions; and
- Shorter lengths of stay and high levels of readmission to hospital psychiatric units.

The financial stress on the community system is most directly impacting poor adults who have serious mental illness but are not eligible for Medicaid. Without the support of the community behavioral health system, these persons may fail at parenting, become homeless, enter the criminal justice system, or worse. This is particularly tragic given that, with proper treatment and supports, they could be active, contributing members of society.

The Medicaid Behavioral Health Business Plan outlines steps needed to administer the community Medicaid behavioral health program (which includes both ODMH and ODADAS) at the state and local level. At each level of administration essential activities must occur to assure that the community behavioral health program meets consumer needs and complies with federal and state Medicaid requirements. The Plan describes the scope and sequence of work to achieve these results. Work activities include: Medicaid contracting, dispute resolution, auditing and compliance, rate setting and reimbursement, claims processing, clinical system improvement, implementation of Assertive Community Treatment (ACT) and Intensive Home and Community Based Services (IHCBS) and Medicaid Administrative Claiming for local boards.

In Ohio, there is a separate cabinet level department devoted to serving people with alcohol and other drug addiction. ODADAS emphasizes the development of a continuum of services to ensure access and availability of care for multiple populations. Together with the Ohio Department of Mental Health, ODADAS and ODJFS project the completion of the Medicaid Behavioral Health Business Plan in SFY 2008.

1.3(C) Supporting Individuals with Disabilities in Obtaining and Retaining Employment

Having a job and being economically self-sufficient are important aspects of personal independence and overall quality of life. Many elders and people with disabilities want to work but are unable to do so, either because wages would threaten their health care benefits or because they are unable to match their needs for services and supports with a specific type of employment in their area. Supporting opportunities to obtain or maintain employment is a high priority of this administration. In order to strengthen the critical link between employment and self-sufficiency, Ohio is committed to expanding Medicaid to support people with disabilities in the workforce by developing a Medicaid Buy-In (MBI) program, implementing supported employment in the Mental Health system and implementing the DOL Employment Navigator.

The availability of personal care attendant services and the ability to maintain Medicaid coverage as income increases are two key supports desired by people with disabilities. Ohio has used an initial infrastructure grant to work with consumers and with a vendor to explore options for providing these supports. Ohio has applied for a second infrastructure grant to continue the work. The MBI option will be more fully examined as will opportunities currently available to states to adopt Medicaid eligibility policies to increase coverage of individuals with disabilities, particularly those policies that enable states to create work incentive programs that allow individuals to earn more and retain higher levels of resources than currently permitted

1.3(D) Child Welfare Delivery System

There has been increasing emphasis placed on the issues of access to Medicaid services for children both in and not in custody that are part of the child welfare system. Specifically, a recent Title IV-E audit identified issues with access to not only preventive care such as dental services but also to mental health and alcohol and drug addiction services.

OHP is working closely with the child welfare system to improve access to such services. For example, OHP is currently working with the Ohio Department of Mental Health (ODMH) in developing new mental health services which were mandated through the passage of Am. Sub. H.B. No. 95; specifically, intensive home based services (IHBS) and assertive community treatment (ACT). In addition, the OHP provides technical assistance to the local agencies which administer child welfare programs about the Medicaid program and the availability of services.

Stakeholders have approached OHP to research and possibly establish a 1915(a) project in conjunction with a Title IV-E waiver. The purpose of this project would be to better coordinate services within the child welfare system.

1.3(E) Children Known to the Department of Youth Services System

In some other states, children in the youth services system that are not yet incarcerated have been able to access health services through arrangements with that state's Medicaid program. The Ohio Department of Youth Services has approached ODJFS to determine the feasibility of such an arrangement.

1.3(F) Elders with Disabilities

Ohio has a long history of providing community-based supports for elders with disabilities. Year 2004 marks the twentieth anniversary of the PASSPORT waiver, Ohio's 1915(c) HCBS waiver for people over age 60. The Choices Waiver is a new model waiver to explore ways of giving consumers more control over their services. Ohio's Universal Pre-admission Review (UPAR) is a process that provides individuals and their families who are considering nursing facility placement with an opportunity to learn about alternative, community based options for meeting their long-term care needs.

PASSPORT

The PASSPORT home and community-based services waiver provides in-home alternatives to nursing home care for low income elders. Medicaid eligible individuals may apply directly for the waiver, and anyone considering nursing home placement is screened by a PASSPORT assessor. If an older person is found eligible for PASSPORT and is willing to consider waiver enrollment in lieu of nursing facility placement, a case manager designs a personal care plan to meet the person's needs at home, by arranging the most appropriate mix of in-home services to supplement

care provided by family members and friends. Similar care plans and referrals to community-based resources may be developed for individuals who are not Medicaid-eligible. UPAR and the PASSPORT waiver are administered by the Ohio Department of Aging and operated by the thirteen PASSPORT Administrative Agencies under 3-party interagency agreements with ODJFS.

CHOICES

The Ohio Department of Aging currently operates a Medicaid model waiver in central Ohio that allows PASSPORT-eligible consumers more control over service providers than the agency-based PASSPORT model. This waiver will be renewed at the end of the current state fiscal year.

The Choices home and community-based services waiver is a demonstration waiver that provides a consumer-directed care option for individuals previously enrolled on the PASSPORT waiver. Individuals and/or a representative must participate in training and demonstrate their ability to manage their care plan and providers and direct their own care in addition to establishing their waiver eligibility. Choices consumers hire, fire, schedule, supervise, and negotiate rates with their paid caregivers. A fiscal intermediary is available to issue payroll checks and taxes. Choices enrollment is available to a point in time maximum of 200 individuals only in central Ohio. This waiver is administered by the Ohio Department of Aging and operated by the Central Ohio Area Agency on Aging under an interagency agreement with ODJFS.

PACE

The Program of All-inclusive Care for the Elderly (PACE) provides managed acute and long-term care services for frail older adults, rendering all care through a single nonprofit health care organization. PACE uses a multidisciplinary team approach to determine and provide whatever health or health related services the participant needs in whatever institutional or non-institutional setting the team and participant agree is most appropriate. PACE organizations are required to provide all Medicare and Medicaid covered services, but are not subject to the usual limitations imposed by those programs and may cover services not otherwise covered under traditional Medicare or Medicaid plans. Participants must be 55 years of age or older, meet the level of care criteria for nursing facility services and reside in the PACE site's service area. Prospective monthly capitation payments are made by Medicare part A and/or part B for each Medicare-eligible individual that is enrolled in the program. If the individual is eligible for Medicaid, the PACE site receives a Medicaid capitation payment for each day the individual is enrolled in PACE. PACE organizations are at full risk. Unlike other Medicaid state plan services PACE is exempt from the requirement that services be available statewide. There are currently two PACE sites in Ohio. Concordia Care serves Cuyahoga County and TriHealth SeniorLink serves all of Hamilton county and certain zip codes in Butler, Warren, and Clermont counties. The two PACE sites began operations as prepaid health plans under partial capitation agreements with ODJFS in 1996 and 1997. This was known as the pre-PACE phase of development. In 1998 Medicare/Medicaid PACE demonstration waivers were obtained for the two sites. PACE was added to the state plan and the two sites obtained PACE program agreements with CMS and ODJFS effective November 1, 2002. Both sites are nearing the current maximum census limits and ODJFS has authorized further expansion at the existing sites. ODJFS currently administers this program, but is in the process of transferring administration of the program to the Department of Aging.

1.3(G) Medicaid Administrative Claiming

Medicaid Administrative Claiming (MAC) is a voluntary program that allows state and local governmental agencies to be reimbursed for Medicaid allowable expenses that previously were born by

the state and local governments. The MAC program attempts to capture those costs for activities that benefit the Medicaid program but are not yet being reimbursed. Ohio has one CMS approved MAC program with the Ohio Department of Education (ODE) and is working towards CMS approval of a MAC program with the Ohio Department of Health (ODH).

Levels of Reimbursement for MAC

The federal government reimburses states at fifty percent (50%) of the actual and reasonable costs Medicaid administrative activities. In addition, direct services are reimbursed at the Federal Medical Assistance Percentage (FMAP) rate (based on the poverty level of each state) established at the beginning of each federal fiscal year. Medicaid Administrative Claiming programs are set up to allow states to be reimbursed for activities born by the state which are not otherwise paid through administration or direct care payments.

Major Components of MAC

Examples of the major components that are currently included in Ohio's MAC program include:

- Activity Codes used to account for both Medicaid and non-Medicaid activities in 15 minute increments.
- Medicaid Eligibility Rate used to calculate the relative benefit to the Medicaid program where Medicaid and other programs benefit from those activities.
- Claiming Plans submitted by the claiming agency and approved by ODJFS and CMS outlining the extent of Medicaid activity performed.
- Time studies performed by each participant for a designated period to determine the extent of Medicaid and non-Medicaid activities.
- Invoices that summarize the total amount expended to perform MAC activities.
- Detailed plans listing the oversight responsibilities to be performed by ODJFS and by the other claiming state agencies
- Training performed to assist claiming entities to educate each participant before time studies are completed.
- Interagency agreement between ODJFS and claiming state entities detailing the roles and responsibilities of each agency.
- Interagency agreements between state claiming entities and each participating local entity.
- Preparation of a claiming methodology for ultimate approval by Centers for Medicare and Medicaid Services (CMS).
- Preparation of a State Plan Amendment (SPA) and approval from CMS.

1.3(H) Mental Retardation and Developmental Disabilities Delivery System

In the 1970s and 1980s, Ohio's MRDD service delivery system experienced dramatic changes from institutional care to community based care, in part because of the use of local county tax dollars to establish day programs and case management for people with MRDD living at home or in state funded group homes. Medicaid, as a funding source for day and residential services has grown significantly since 1990. In 2001, Ohio passed House Bill 94 to enact a redesign of MRDD Medicaid Services. This redesign designated county boards of MRDD as Medicaid Local Administrative Authorities (MLAA). The MLAA performs certain case management and administrative functions for MRDD services and is responsible for matching funds for the CAFS program and part of the HCBS Waiver program.

The redesign process is not yet complete. ODMRDD is in the process of developing or changing many facets of the service delivery system. Some of the redesign activities include:

- An HCBS waiver fee schedule to replace the current negotiated rates. Ohio statute requires the new fee schedule to be in place prior to the development of any new MRDD administered waivers. One component of the fee schedule that is currently being implemented is an acuity based assessment tool to establish funding ranges.
- Restructuring of the Individual Options waiver. Work is underway to improve the provider training and qualification requirements.
- Restructuring of the Residential Facility Waiver. Ohio has struggled with the implementation of a facility based waiver since our federal review in 1999. The state plans to close enrollment and transition current recipients to other MRDD administered waivers over the next year with the implementation of the fee schedule.
- Adding a Community Access Model Waiver. CMS is reviewing the waiver proposal. With this model waiver, DMR plans to initiate a pilot where money from state operated ICFs/MR follows the individual to the community for waiver services. A new service has been added to allow for waiver payment for items needed to assist the individual in a successful community transition. This concept is new to Ohio.
- Developing a new waiver for individuals with intensive medical or behavioral needs.
- Developing an Independence Plus waiver to pilot self determination and individual budgeting concepts in selected counties. ODMRDD has received a three year grant from CMS to develop self determination concepts to be used in the Independence Plus waiver.
- The CAFS program is being redesigned in a series of phases which will move some services onto MR/DD operated waivers and modify other services to better manage the federal compliance and cost effectiveness of this program.
- Changing Targeted Case Management provider qualifications and clarifying functions.

The last biennial budget bill (H.B. 95) included permissive language that allows the Department of MR/DD to request that ODJFS submit to CMS a request for a home and community based waiver for either early intervention services or autism services, or both. The legislation also created an Ohio Autism Task Force that will make recommendations to the Governor, the Speaker of the House of Representatives, and the President of the Senate. ODJFS expects that the Task Force may make recommendations that will affect the development of an autism waiver. Development of waivers for either category will involve stakeholders, including families of individuals who would potentially use either of the waivers.

System redesign in the MR/DD area continues, not only to comply with CMS requirements, but for the development of a system which builds on the foundations of consumer choice, protects consumers' health and welfare, provides the necessary oversight and coordination structures to ensure administrative accountability, program integrity, and provides quality services consistent with best practices.

1.4 Overview of the Project

The Office of Ohio Health Plans began a strategic planning process in 2001 and continually updates the plan. The following two strategies are of particular importance in any redesign of the Medicaid delivery system:

- Continually improve the effectiveness of publicly funded health care systems and expand integrated community service options for adults and children with disabilities; and
- Continually improve cost management of OHP.

From these strategies evolved three objectives:

- A. Continue to implement delivery system reforms and expansions to community care options covered by Medicaid and administered by other agencies through interagency agreements;
- B. Improve the OHP Home Care Program to improve access, fiscal integrity, and make the service delivery system responsive to consumers; and
- C. Slow the rate of growth in ODJFS spending for Medicaid covered services to a level that is more sustainable with existing state revenues.

The objective of this project is a multi-year continuing effort to; 1) identify, analyze and implement changes to systems of delivering Medicaid covered services to people with disabilities; 2) explore and recommend changes; 3) and develop and further implement an integrated health care service delivery system. The system must identify and meet the needs of a diverse group of individuals, yet strive for consistency, efficiency, and accountability.

The project role for the vendor to be selected via this RFP, is to provide flexible, multi-faceted, expert consultation services to support ODJFS in its efforts to examine the questions involved, make fully informed policy decisions, and develop and implement an effective services delivery system which is responsive to the array of consumer needs and administrative requirements. To this end, the vendor must work with ODJFS to identify strategies and management tools that will enable ODJFS to meet the needs of consumers, advocates, providers, state and local agencies, all with divergent needs and opinions.

1.5 Objectives of the Project

There are a number of domains in the work of this project. The successful vendor will augment the ability and capacity of the state in:

- A. Stakeholder communication and facilitation;
- B. Data development, mining and analysis;
- C. Consumer and provider education;
- D. Reimbursement system development and advice;
- E. Clinical consultation and advice;
- F. Research and recommendations as to best practices;
- G. Develop recommendations as to the appropriateness of institutional payment; and
- H. Negotiation and facilitation with CMS

1.6 Anticipated Procurement Timetable

6/11/04	<p>ODJFS Releases RFP to Potential Vendors on DAS Web Site; Q & A Period Opens</p> <ul style="list-style-type: none"> - RFP becomes active - Vendors may submit inquiries for RFP clarification
6/23/04	<p>Vendor Q & A Period Closes, 10 a.m. (for inquiries for RFP Clarification)</p> <ul style="list-style-type: none"> - No further inquiries for RFP clarification will be accepted

6/28/04	ODJFS provides Final Vendor Question & Answer Document
Monday, 7/12/04	Deadline for Vendors to Submit Proposals to ODJFS (3 p.m.) - This is the proposal opening date, beginning the ODJFS process of proposal review
7/19/04	ODJFS Issues Contract Award Notification Letter (estimated) - Vendors that submitted proposals in response to this RFP will be sent letters stating whether their proposal was accepted for award of the contract
9/13/04	Controlling Board Review of Contract (estimated-if applicable). -Contract with the selected vendor requires review and approval
9/20/04	Implementation (estimated–following notification of all contractual and funding approvals) - ODJFS contracts are not valid and effective until the state Office of Budget Management approves the purchase order.
06/30/05	All work must be completed and approved by ODJFS Contract Manager for initial contract period. (Contract renewals possible beyond this date – See Section 1.10)

ODJFS reserves the right to revise this schedule in the best interest of the State of Ohio and/or to comply with the State of Ohio procurement procedures and regulations and after providing reasonable notice.

1.7 Internet Question & Answer Period; RFP Clarification Opportunity

Potential vendors may ask clarifying questions regarding this RFP via the Internet during the Question and Answer Period as outlined in Section 1.6, Anticipated Procurement Timetable. To ask a question, potential vendors must use the following Internet process:

- * Access the ODJFS Web Page at <http://jfs.ohio.gov>;
- * Select “About Us” on the front page;
- * Select “Doing Business with ODJFS;”
- * Select “Requests for Proposals, Letterhead Solicitations, and Other Invitations;”
- * RFP Number *R-04-07-1036*;
- * Select “Ask a Question about this RFP” function; and
- * Follow the instructions to send an e-mail question.

Questions to this RFP must reference the relevant part of this RFP, the heading for the provision under question, and the page number of the RFP where the provision can be found. The potential vendor must also include the name of a representative of the potential vendor, the company name and business phone number. ODJFS may, at its option, disregard any questions which do not appropriately reference an RFP provision or location, or which do not include an identification for the originator of the question. ODJFS will not respond to any questions submitted after **10:00 a.m.** on the date that the Question and Answer period closes.

ODJFS responses to all questions asked either via the Internet or fax* will be posted on the Internet web site dedicated to this RFP, for references by all potential vendors. Potential vendors will not receive personalized or individual e-mail responses. Clarifying questions asked and ODJFS responses to them comprise the “ODJFS Question and Answer Document” for this RFP; when possible, ODJFS may post an interim Q & A Document as well as the final version. Vendor proposals in response to this RFP are to take into account any information communicated by ODJFS in the Final Q & A Document for the RFP. **It is the responsibility of all potential vendors to check this site on a regular basis for responses to questions, as well as for any amendments or other pertinent information regarding any RFP.**

Accessibility to the ODJFS Question and Answer Document will be clearly identified on the web site dedicated to this RFP, **once that document is made available.**

IMPORTANT: Requests from potential vendors for copies of previous RFPs, past vendor proposals, or contracts for this or similar past projects, are Public Information Requests (PIRs), and are not clarification questions regarding the present RFP. PIRs, submitted in accordance with directions provided in Section 1.9, Communications Prohibited, will be honored. The posted time frames for ODJFS responses to Internet or faxed questions for RFP clarification do not apply to PIRs.

Vendors are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in the RFP for the future contract, NOT on details of a current or past related contract. Requirements under a current project may or may not be required by ODJFS under any future contract, and so may not be useful information for vendors who choose to respond to the RFP. If vendors ask questions about existing or past contracts using the Internet Q&A process, ODJFS will use its discretion in deciding whether to provide answers.

There is an established time period for the Vendor Question & Answer process (see Section 1.6, Anticipated Procurement Timetable, above). ODJFS will only answer those questions submitted within the stated time frame for submission of vendor questions, and which pertain to issues of RFP clarity, and which are not requests for public information. ODJFS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

* Potential vendors who do not have Internet access may pose questions via fax during the same time period described in Section 1.6, Anticipated Procurement Timetable. Questions may be faxed to **(614) 995-4876**. Any potential vendor making a fax request must include a return fax number so that ODJFS may reply with the Question and Answer document when it becomes available (i.e., when it is simultaneously posted on the Internet web page for the RFP).

1.8 Vendor’s Library

The Ohio biennial budget bill (H.B. 95) for State Fiscal Years 04/05 can be found at: http://www.legislature.state.oh.us/BillText125/125_HB_95_EN_N.html and continued at: http://www.legislature.state.oh.us/BillText125/125_HB_95_EN2_N.html

In response to consumer demand for increased self-direction and to improve program cost management, ODJFS has developed a plan for the redesign of Ohio Home Care. Redesign includes several key components contained in **Attachment E Proposed Redesign of the Ohio Home Care Program**.

The State of Ohio is committed to continuing to provide community-based alternatives for people with disabilities. To this end, Governor Taft and members of his cabinet, have developed the Ohio Access

Cabinet and the Ohio Access Report. The February 2004 report [Ohio Access - Governor Taft's Strategic Plan to Improve Long-Term Services and Supports for People with Disabilities](#) can be found at: www.OhioAccess.Ohio.gov.

NOTE: Vendors are to be aware that documents referenced in this Section (excluding **Attachment E**) are not included in this RFP document. Vendors must access the referenced documents via their respective URL addresses.

1.9 Communications Prohibited

From the issuance date of this RFP, until an actual contract is awarded to a vendor, there may be no communications concerning the RFP between any vendor which expects to submit a proposal and any employee of ODJFS in the issuing office, or any other ODJFS employee, or any other individual regardless of their employment status, who is in any way involved in the development of the RFP or the selection of the contractor.

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section 1.7, Internet Question and Answer Period;
2. Any Public Information Request (PIR) made through the ODJFS Office of Legal Services:

Requests from potential vendors or contractors for copies of previous RFPs, past vendor proposals, score sheets or contracts for this or similar past projects, are Public Information Requests (PIRs), and are not clarification questions regarding the present RFP. PIRs, submitted in accordance with directions provided in this Section 1.9, Communications Prohibited, will be honored. The posted time frames for ODJFS responses to Internet or faxed questions for RFP clarification do not apply to PIRs;
3. As part of an interview necessary for ODJFS to make a final selection;
4. If it becomes necessary to revise any part of this RFP, revisions will be sent in writing to all vendors on the original mailing list for the RFP, as well as anyone participating in the a clarification process conducted pursuant to Section 1.7, Internet Question and Answer Period;
5. As necessary in any pre-existing or on-going business relationship between ODJFS and any vendor which could submit a proposal in response to this RFP.

ODJFS is not responsible for the accuracy of any information regarding this RFP that was obtained or gathered through a source different from the Question and Answer process described in this RFP. Any attempts at prohibited communications by vendors may result in the disqualification of those vendors' proposals.

1.10 Time Frames & Funding Available

ODJFS is seeking to contract with a vendor to provide technical support and expert consultation to facilitate a system redesign of Ohio's Medicaid delivery system for people with disabilities.

Subject to approval by the Controlling Board, the contract period is expected to run from approximately September 7, 2004 through June 30, 2005, with a renewal contract to be in effect, contingent upon

satisfactory performance and continued availability of funding from July 1, 2005 through June 30, 2007 and again from July 1, 2007 through June 30, 2008. Since state law prohibits ODJFS from making financial commitments beyond the fiscal biennium (e.g., 7/01/03 through 6/30/05), the contract with the selected vendor will be subject to renewal each biennium. Renewal is contingent upon the availability of funds and satisfactory performance by the vendor, and is subject to approval by the Controlling Board.

SECTION II. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES

2.1 Vendor Qualifications

Vendors' proposals must address all the following minimum qualifications as well as organizational and staff experience and capabilities:

A. Required Vendor Qualifications

ODJFS will only consider proposals from vendors that propose personnel with the experience and expertise necessary to complete the project. In order to be considered for the contract expected to result from this RFP, ODJFS requires that interested vendors **must** meet, at minimum, **all** the following qualification requirements:

1. The vendor must have a minimum of five (5) years of extensive Medicaid development experience. This experience must include, at minimum:
 - a. Developing Medicaid HCBS waivers;
 - b. Developing Medicaid service definitions and provider qualifications for Medicaid services; and
 - c. Developing reimbursement methodologies for Medicaid covered services.
2. The vendor must have extensive experience in the past five (5) years working with Medicaid programs for people with disabilities;
3. The vendor must have performed research for at least five (5) years for state or Federal governmental entities on Medicaid systems;
4. The vendor must have five (5) years experience in conducting and facilitating public forums; and
5. The vendor must have five (5) years experience in oversight or HCBS operation of case management programs serving children and adults.

Proposals submitted in response to this RFP must clearly and fully demonstrate the necessary qualifications.

B. Organizational Experience and Capabilities

In order to be considered for the contract expected to result from this RFP, ODJFS requires that interested vendors provide the following:

1. The vendor should include information on the background of the firm; including any subcontractors; and any prior experience relevant to this RFP;
2. Samples (excerpts and/ or Executive Summaries acceptable) of at least two, but no more than four, similar sized projects completed in the past 5 years that demonstrate expertise in developing Medicaid HCBS waivers, developing Medicaid service definitions and provider qualifications for Medicaid services, reimbursement methodologies for Medicaid covered services, working with people with disabilities and research for governmental entities on Medicaid systems ; and
3. Names and contact information for at least three entities for which they have performed similar large scale projects in the past five (5) years.

C. Staff Experience and Capabilities

The vendor must demonstrate significant expertise by assigning staff to key leadership roles for this project. The vendor must, at minimum:

1. Identify, by position and by name, those staff they consider key to the project's success (at minimum, key staff identified must include a project manager);
2. Include resume(s), education, experience, and list of related published works of the Project Manager and all key personnel for this project (including any subcontractors), and should specifically list their qualifications and experience (in the areas described in Section I, General Purpose & Vendor Information of this RFP—see Sections 1.3, A. through H, and in the areas described in Section II., Scope of Work and Specifications of Deliverables of this RFP--see Sections 2.2 and 2.4) of key staff expected to work on the project;
3. Key staff must have at least five (5) years experience in research, development and operations of Medicaid delivery systems serving people with disabilities; and
4. Identify, by position and by name, other participating personnel, their experience in the areas described in Section 1.3 A. through H. and their role in each deliverable, Section 2.4, A. though F.

2.2 Scope of Work

The scope of work required under the contract expected to result from this RFP will involve some range and combination of the accomplishment of the objectives as stated in Section 1.5 of this RFP. Due to the dynamic nature of this redesign process, unknown budget constraints, changes in federal regulations, and the changing legal environment, specific redesign components can not be known at this time. The vendor must propose key personnel (an individual or individuals) with expertise as specified in Section 2.1, Vendor Qualifications, across the delivery systems described in Section 1.3, A. through H. (Background). Based on the description of issues confronting those delivery systems, proposals must identify the hours of experienced personnel familiar with each delivery system. For planning purposes, ODJFS **estimates** total hours necessary to complete this project is 2100 hours per SFY, for SFYs 05, 06, 07 and 08 (all Ohio SFYs run from July 1 of one year through June 30 of the following).

The following information is a summary of the duties and responsibilities of the selected Ohio Medicaid Delivery Redesign contractor; further details are provided in Section 2.4, Specifications of Deliverables. In order to receive consideration for contract award, all aspects of the requirements described in this section must be addressed in the vendor's technical proposal.

The selected contractor shall provide, at a minimum, the following services:

- A. Consultation and expert advice on Medicaid delivery systems redesign;
- B. Clinical consultation;
- C. Data analysis to support systems redesign;
- D. Data analysis to support service payment rate setting;
- E. Data analysis to defend legal challenges;
- F. Written reports on all research required;
- G. Attend, facilitate and participate in ODJFS meetings, forums, presentations, negotiations and other events in Ohio as required by ODJFS;
- H. Liaison activity with CMS;
- I. Acceptable written HCBS waivers for submission to CMS;
- J. Acceptable written amendments to waivers to CMS;
- K. Acceptable written amendments to Ohio's State Plan for submission to CMS;
- L. Consultation and expert advice on Medicaid administrative claiming;
- M. Consultation and expert advice on the development of financial management services as part of the Self-Directed Care Waiver; and
- N. Provide availability throughout each waiver submission process. Once a waiver has been submitted to CMS for approval, the vendor will be available to discuss and defend that waiver.

Important Note: The work anticipated under the resulting contract is dynamic in nature and may change over the term of the contract to comply with changes in federal and/or state laws, regulations or policies. Therefore, the selected vendor will be required to provide updated work plans on a quarterly basis to ODJFS for its updated time frames for completion of tasks, updated estimates of hours to be applied, and updated policy goals and outcomes.

2.3 Administrative Structures—Proposed Work Plan

Vendors are to include, at minimum, the following administrative structures and technical approach for the proposed work plan. The vendor shall:

- A. State the key objectives of the proposed project. [NOTE: Vendor's are advised to refrain from simply restating the objectives as identified in Section 1.5 of this RFP.];
- B. Provide a status reporting procedure for reporting work completed, and resolution of unanticipated problems;
- C. Provide a current organizational chart (including any subcontractors) and specify the key management and administrative personnel who will be assigned to this project, and their specific roles in the various projects; and
- D. Provide a technical approach and work plan to be implemented with a proposed timeline for each component of the scope of work and the project overall including the staff hours for all personnel involved. Include a Table of Organization (including any subcontractors) and a chart showing the number of hours devoted to the project by vendor or sub-contractor staff. The vendor must provide the percentage of time each key management person will devote to the project.

2.4 Specifications of Deliverables

The contracted services shall include, but may not be limited to, the following areas:

A. Research:

The Vendor will research, analyze and report on:

1. The Medicaid delivery systems of other states, as well as Ohio's, including state plan services and 1115, 1915(b), and 1915(c), Independence Plus, and HIFA waivers. Specific emphasis will be placed on states with a recent history of change, either comprehensive or incremental, to their Medicaid delivery systems, waivers, and state plan. Reports will provide a historical perspective, and the challenges and opportunities each state encountered. Emphasis will be placed on how public input was obtained, interactions/negotiations with CMS, development of provider qualifications, development of rate structures, and how projected costs/savings compare with actual costs/savings;
2. Medicaid Buy-In (MBI) findings on other states' experiences, implementation process and eligibility rules; and
3. The vendor will research, analyze, recommend and, as directed by ODJFS, adapt other states' best practices for incorporation into the redesign of Ohio Home Care in the areas of:
 - a. Design of child day health services, including parental co-payments;
 - b. Design and development of Financial Management Services component of Self Directed Care Waiver;
 - c. Consumer and family support service; and
 - d. How to provide necessary waiver services to children in foster care and/or eligible for title IV-E.

B. Clinical Consultation:

1. The vendor will research, analyze, recommend, report and, as directed by ODJFS, adapt other states' best practices for incorporation into the redesign of Ohio Home Care in the areas of:
 - a. Protocols for clinical practice and management oversight of HCBS case management;
 - b. Case manager certification programs; and
 - c. Assessment tools and methods that predict utilization and cost, and lead to individual budgets.
2. The vendor will develop and assist with the implementation of a video training program for Ohio Home Care case managers about the redesign of Ohio Home Care, with special emphasis on the role of case management;
3. The vendor will assist in development and implementation of pediatric consultation services, procedures and standards for utilization reviews;
4. The vendor will provide logistical support and arrange for continuing education credits (CEUs) for trainees;
5. The vendor will provide monthly clinical case consultation on Ohio Home Care cases identified by ODJFS. Discussion topics will include care planning for children and adults with medically fragile conditions;
6. The vendor will develop and implement a utilization review program for Ohio Home Care that measures the effectiveness of care planning; and
7. The vendor will design a process for ODJFS implementation to evaluate the effectiveness of the redesign of Ohio Home Care, including case management protocols.

C. Facilitation:

1. The vendor will assist with the development and implementation of a communication strategy about the redesign of Ohio Home Care and will provide logistical support. The vendor will attend various public forums throughout Ohio and facilitate discussion with consumers, case managers, service providers, advocates, and other interested parties concerning the redesign proposal;
2. The vendor will assist ODJFS to develop budget initiatives to increase funding for Ohio Home Care and continue funding the Ohio Access Success Project; and
3. The vendor will assist with development and implementation of a training plan for consumers, providers and stakeholders about the redesign of Ohio Home Care and will provide logistical support.

D. Waiver:

1. The vendor will have responsibility for assisting in the development of the new waivers and/or amendments to existing waivers submitted to CMS. Using research from other states, input from the public, local agencies, other state agencies, and ODJFS, the vendor will develop and write service definitions, reimbursement methodologies, provider contract standards, independent provider requirements, use of fiscal intermediaries, health and welfare monitoring systems, and other items required for successful submissions to CMS;
2. The vendor will develop acuity based assessment tools that will be used to develop personal budgets for each individual on the waivers; and
3. The vendor will develop a methodology for converting this information into a personal budget that can be implemented statewide.

E. State Plan Services:

1. The vendor will assist in the development and implementation of new service definitions or changes to services identified in Ohio's state plan. Using research from other states, input from the public, local agencies, other state agencies, and ODJFS, the vendor will develop and write service definitions, provider qualifications and standards, independent provider requirements, and other items required for successful submissions to CMS.

In conjunction with the development of new or redesigned waivers, changes will be made to Ohio's state plan services for people with disabilities;

2. The vendor will assist in preparation for submission to CMS, all amendments to Ohio's state plan that will change how payment is made for services. This could mean that a state plan service will become a waiver service;
3. The vendor will assist in development of a therapy program with more traditional coverage definitions for adults with disabilities;
4. The vendor will assist in development of a therapy program for children that is inclusive of health related services required by IDEA, and services available through Head Start and County Board programs; and
5. The vendor will determine if a State Plan Amendment is needed for MBI and assist with the completion of any State Plan Amendments that may be required.

F. Reimbursement System Design and Development:

1. The vendor will have responsibility for the design and development of selected reimbursement systems. Reimbursement systems may include cost-based, fee-for-service arrangements, and capitated systems. Also included are systems designed to reimburse state and local entities for allowable activities that assist in the administration of the Medicaid program. The vendor may also assist in liaison work with CMS regarding revised reimbursement and administrative claiming systems;

2. The vendor will research, analyze, recommend and adapt provider rate setting and reimbursement methods for incorporation into the redesign of Ohio Home Care.

All systems designed by the vendor shall include: ongoing analyses of the financial impact; all supporting formulas; and any programming, training and documentation necessary to duplicate rate development beyond the term of the contract.

SECTION III. OTHER REQUIREMENTS

3.1 State Contracts

Proposals must list any current contracts the vendor has with State of Ohio agencies. The list must indicate the purpose of the contract, the amount of the contract, the time period covered by the contract, and the percent of the project completed. Vendors must complete a copy of the Required Vendor Information and Certifications Document (provided as **Attachment D**) and include the completed document in the vendor's proposal as specified in Section 4.2 A., 1. of this RFP.

3.2 Interview

Firms submitting proposals may be requested to participate in an in-depth interview as part of the evaluation process. The interview, if necessary, may include participants from ODJFS Office of Ohio Health Plans' staff. ODJFS reserves the right to select from responding vendors for interviews and may not interview all vendors submitting proposals. The vendor shall bear all costs of any scheduled interview.

3.3 Start Work Date

The selected vendor must be able to begin work no later than seven (7) working days after the time funds are encumbered and approved by the Office of Budget & Management. The selected vendor will be notified by the ODJFS project manager when work may begin. **Any work begun by the vendor prior to this notification will NOT be reimbursable by ODJFS.**

3.4 Proposal Costs

Costs incurred in the preparation of this proposal are to be borne by the vendor, and ODJFS will not contribute in any way to the costs of the preparation. Any costs associated with interviews will be borne by the vendor and will not be ODJFS' responsibility (see Section 3.3).

3.5 Trade Secrets Prohibition; Public Information Disclaimer

Vendors are prohibited from including any trade secret information as defined in Ohio Revised Code (ORC) 1333.61 in their proposals in response to any ODJFS RFP, Requests for Letterhead Bids (RLB) or other procurement efforts. ODJFS shall consider all proposals voluntarily submitted in response to any ODJFS RFP to be free of trade secrets and such proposals shall, in their entirety, be made a part of the public record.

All proposals and any other documents submitted to ODJFS in response to any RFP, RLB, etc., shall become the property of ODJFS. After the selection of the vendor, any proposals submitted in response to an RFP are deemed to be public records pursuant to R.C. 149.43. The term "proposal" shall mean both

the technical and the cost proposals, if opened, submitted by the vendor, any attachments, addenda, appendices, or sample products.

Any proposals submitted in response to any ODJFS RFP, RLB, etc. which make claims of trade secret information shall be disqualified from consideration immediately upon the discovery of such unallowable claim.

All proposals and any other documents submitted to ODJFS in response to this RFP shall become the property of ODJFS. This RFP and, after the selection of the winning vendor, any proposals submitted in response to the RFP are deemed to be public records pursuant to R.C. 149.43. For purposes of this section, “proposal” shall mean both the technical and the cost proposals submitted by the vendor, any attachments, addenda, appendices, or sample products.

Any proposals submitted in response to this or any ODJFS RFP which make claims of trade secret information shall be disqualified from consideration immediately upon the discovery of such unallowable claim.

3.6 Contractual Requirements

- A. Any contract resulting from the issuance of this RFP is subject to the terms and conditions as provided in the model contract, which is included as **Attachment A** of this RFP;
- B. Many of the terms and conditions contained in the model contract (See **Attachment A**) are required by state and federal law; however, the vendor may propose changes to the model contract by annotating the model, and returning it with the vendor’s proposal submission. Any changes are subject to ODJFS review and approval;
- C. Payments for any and all services provided pursuant to the contract are contingent upon the availability of state and federal funds;
- D. All aspects of the contract apply equally to work performed by any and all subcontractors;
- E. The contractor, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The contractor, and any subcontractor(s), agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the contract, and may result in legal action;
- F. As a condition of receiving a contract from ODJFS, the contractor, and any subcontractor(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to Section 3113.217 of the ORC. The contractor, and any subcontractor(s), must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring that the contractor or employees of the contractor meet child support obligations established under state law; and
- G. By signing a contract with ODJFS, a vendor agrees that all necessary insurance is in effect.

3.7 Travel Reimbursement

Travel should be folded into the overhead, per diem, or the hourly rates which are built into the cost of the deliverables. Travel is not to be listed separately unless otherwise specified in Section 4.2 B. of this RFP.

3.8 Minority Business Enterprise

ODJFS is required by Section 125.081(B) and 123.151 of the ORC to award fifteen percent (15%) of its total procurement to vendors certified as a Minority Business Enterprise (MBE). Ohio certified MBE is defined in ORC Section 122.71. If the proposal is not submitted by a certified MBE, the vendor is strongly encouraged to subcontract a minimum of fifteen percent (15%) of the total contract price to an Ohio certified MBE.

The proposal must clearly indicate the name of the proposed Ohio MBE vendor and the exact nature of the work to be performed under the proposed subcontract. The proposal must include a commitment letter from the proposed MBE, signed by a person authorized to legally bind the subcontractor, indicating the following:

1. The subcontractor's legal status, federal tax ID number, and principle place of business address;
2. The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
3. A complete description of the work the subcontractor will do;
4. A commitment to do the work, if the vendor is selected;
5. A statement that the subcontractor has read the RFP and understands the RFP, the nature of the work, and the requirements of the RFP; and
6. A copy of the Ohio MBE certificate.

There may be no dollar amounts of any kind included with the MBE information; inclusion of dollar amounts will result in the disqualification of the primary vendor's entire proposal.

A listing of Ohio certified MBEs can be accessed through the Internet at <http://www.gsa.ohio.gov/gsa/ods/pur/query.html>.

3.9 Subcontractor Identification and Participation Information

Any vendor proposing to use a sub-contractor for any part of the work described in this RFP must clearly identify the subcontractor(s) in their proposal. The proposal must include a commitment letter from the proposed subcontractor(s), signed by a person authorized to legally bind the subcontractor, indicating the following:

1. The subcontractor's legal status, federal tax ID number, and principle place of business address;
2. The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
3. A complete description of the work the subcontractor will do;
4. A commitment to do the work, if the vendor is selected;
5. A statement that the subcontractor has read the RFP and understands the RFP, the nature of the work, and the requirements of the RFP.

There may be no dollar amounts of any kind included with sub-contractor information; inclusion of dollar amounts will result in the disqualification of the primary vendor's entire proposal.

3.10 Public Release of Records

Public release of any evaluation or monitoring reports funded under this agreement will be made only by ODJFS. Prior to public release of such reports, ODJFS must have at least a 30-day period for review and comment.

3.11 Confidentiality

All contracts will require that the contractor maintain the confidentiality of information and records which state and federal laws, rules, and regulations require to be kept confidential.

3.12 Key Personnel

ODJFS may require a clause in the resulting contract regarding key personnel in that any person identified as critical to the success of the project may not be removed without reasonable notice to ODJFS.

3.13 Ethical & Conflict of Interest Requirements

- A. No contractor or individual, company or organization seeking a contract shall promise or give to any ODJFS 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;
- B. No contractor or individual, company or organization seeking a contract shall solicit any ODJFS employee to violate any of the conduct requirements for employees;
- C. Any contractor acting on behalf of ODJFS shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Any contractor or potential contractor who violates the requirements and prohibitions defined here or of Section 102.04 of the ORC is subject to termination of the contract or refusal by ODJFS to enter into a contract; and
- D. ODJFS employees and contractors who violate Sections 102.03, 102.04 2921.42 or 2921.43 of the ORC may be prosecuted for criminal violations.

3.11 Health Insurance Portability & Accessibility Act (HIPAA) Requirements

As a condition of receiving a contract from ODJFS, the contractor, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the contractor from or on behalf of ODJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR164.501 and any amendments thereto.

HIPAA compliance requires, at minimum, that the contractor:

- \$ shall not use or disclose PHI except as specifically required under the terms of the contract with ODJFS, or as otherwise required under the HIPAA regulations or other applicable law.

- \$ shall use appropriate safeguards to protect against use or disclosure not provided for by this Agreement.
- \$ shall promptly report to ODJFS any knowledge of uses or disclosures of PHI that are not in accordance with the contract or applicable law. In addition, the CONTRACTOR shall mitigate any adverse effects of such a breach to the extent possible.
- \$ shall ensure that all its agents and subcontractors that receive PHI from or on behalf of the contractor and/or ODJFS agree to the same restrictions and conditions that apply to contractor with respect to the use or disclosure of PHI.
- \$ shall make available to ODJFS such information as ODJFS may require to fulfill its obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA and related regulations.
- \$ shall make PHI available to ODJFS in order for ODJFS to fulfill its obligations pursuant to HIPAA to amend the information and shall, as directed by ODJFS, incorporate any amendments into the information held by the contractor and ensure incorporation of any such amendments into information held by its agents or subcontractors.
- \$ shall make available its internal practices, books and records relating to the use and disclosure of PHI received from ODJFS, or created and received by the contractor on behalf of ODJFS, to ODJFS and to the Secretary of the U.S. Department of Health and Human Services for the purpose of determining ODJFS compliance with HIPAA and the regulations promulgated by the United States Department of Health & Human Services and any amendment thereto.
- \$ shall, upon termination of this Agreement, at the option of ODJFS, return to ODJFS, or destroy, all PHI in its possession, and keep no copies of the information except as requested by ODJFS or required by law. If the contractor or its agent or subcontractor destroy any PHI, then the contractor will provide ODJFS with documentation evidencing such destruction. Any PHI maintained by the contractor shall continue to be extended the same as required by HIPAA and ODJFS for as long as it is maintained.

In the event of a material breach of contractor obligations under this section, ODJFS may at its option terminate the contract according to provisions within the contract for termination.

SECTION IV. PROPOSAL FORMAT & SUBMISSION

4.1 Proposal Submission

The proposal must be prepared and submitted in accordance with instructions found in this Section. **Seven** (one signed original and 6 copies) copies of the Technical Proposal, along with **three** (one signed original and two copies) copies of the Cost Proposal (in a separate sealed envelope) labeled: **“NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR OHIO MEDICAID DELIVERY SYSTEM REDESIGN, RFP#: R-04-07-1036 SUBMITTED BY [VENDOR’S NAME HERE]”**, must be received by ODJFS no later than 3:00 p.m. on **Monday, July 12, 2004**. Faxes will not be accepted. Proposals must be addressed to:

Office of Contracts & Acquisitions
Ohio Department of Job and Family Services
30 East Broad Street, 31st Floor
Columbus, Ohio 43215-3414

For hand delivery on the due date, vendors are to allow sufficient time for downtown parking considerations, as well as for security checks at both the lobby of the Rhodes State Office Tower (address as stated above) and again on the 31st Floor. All proposals received on the due date will be accepted at the ODJFS Office of Contracts & Acquisitions, on the 31st Floor of the Rhodes Tower. **DAS WILL NOT ACCEPT PROPOSALS FOR THIS RFP PROJECT. ODJFS is not responsible for any proposals delivered to any address other than the address provided above.**

All submissions must be received by mail or hand delivery by the above date and time. Materials received after the submission deadline date will not be added to previous submissions, nor be considered. No confirmations of mailed proposals received will be sent.

Submission of a proposal indicates acceptance by the vendor of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between ODJFS and the vendor selected.

4.2 Format for Submission of the Proposal

To be accepted and forwarded to the Proposal Review Committee (PRC), a proposal must include one original and six (6) copies of the Technical Proposal and one original and two (2) copies of the Cost Proposal as described in Item A. and B. of this section. The Technical Proposal must contain all the information as specified and requested for each of the components listed below. A sample Technical Proposal Score Sheet is provided as **Attachment B** for vendors to check their proposals for quality and completeness.

The vendor's Technical Proposal must contain the following components (organized in 5 primary tabs and divided into sub-tabs) as described below. Any other information thought to be relevant, but not applicable to a specific RFP section number/letter must be provided as an appendix to the proposal and so marked as an additional tab. ODJFS reserves the right not to review submitted appendices which includes information/materials that was/were not required in the RFP. All pages shall be sequentially numbered.

Vendors must organize their proposals in the following order:

Tab 1 Required Vendor Information and Certifications Document (Vendors are to complete the document provided as **Attachment D** to this RFP, sign the original in blue ink, and return it as their Tab 1.)

Tab 2 Vendor Qualifications

Sub-Tab 2a. Required Vendor Qualifications

Sub-Tab 2b. Organizational Experience and Capabilities

Sub-Tab 2c. Staff Experience and Capabilities

Tab 3 Administrative Structures—Proposed Work Plan

Tab 4 Specifications of Deliverables

Sub-Tab 4a. Deliverable A

Sub-Tab 4b. Deliverable B

Sub-Tab 4c. Deliverable C

Etc.....

Tab 5 Request for Taxpayer Identification (W-9) Form (Vendors are to complete the document provided as **Attachment G** to this RFP, sign the original in blue ink, and return it as their Tab 5.)

NOTE: Vendors are required to submit **one additional CD-ROM copy** (using TWO CD-ROMs) of their entire proposal package in non-rewriteable CD format. One CD-ROM is to contain the complete Technical Proposal, including any required or voluntary attachments to it, and the other CD-ROM is to contain the Cost Proposal including any required or voluntary attachments to it. The CD-ROM containing the Cost Proposal must only be submitted in the sealed envelope containing the hardcopy Cost Proposal. One document may, at vendor option, be excepted from the electronic technical proposal version: the "Request for Taxpayer Identification, Form W-9" (**Attachment G**), which is to be signed by the vendor and submitted with the paper copies of the technical proposal. The requested CDs will be used by ODJFS for storage/archiving purposes only.

A. Technical Proposal

The vendor's Technical Proposal must contain the following components, at minimum. It is mandatory that vendor proposals be organized in the following order, and that, wherever appropriate, sections/portions of the vendor proposal make reference by section number/letter to those RFP requirements to which they correspond.

IMPORTANT: Any vendor Technical Proposals found to contain any cost information shall be disqualified from consideration. Cost information is defined as any dollar amounts which might be deemed to be indicative of the relative cost or economy of the proposed project. Information on the assets, value, or historical business volume of the vendor is NOT considered to be such prohibited cost information, and MAY be included in any vendor's technical proposal. All prohibited cost information must be submitted with the separate, sealed project budget. The Technical Proposal is defined as any part of the vendor's proposal (either as required by ODJFS or sent at vendor's discretion, such as work plan, resumes, letters of recommendation, letters of cooperation from any subcontractors, etc.) which is not specifically identified by ODJFS as a required component of the separate, sealed project budget. Should a vendor determine to include any documents containing such cost information in the technical proposal, the cost information in those documents must be made unreadable by the vendor before submission of the proposal to ODJFS.

1. Required Vendor Information & Certifications (Tab 1)

In this section, the vendor is required to provide required information and certifications of eligibility for state contract awards, as described in Attachment D. to this RFP, entitled "Required Vendor Information & Certifications." Vendors may, at their discretion, either print Attachment D., complete and sign it, and return it as the content of their Proposal Tab 1; or they may provide all the required information and certifications (each fully re-stated from Attachment D.) on their own letterhead, properly signed, and use that document as the content of their Proposal Tab 1. Vendors who fail to provide all information and certifications as described in Attachment D. in their Proposal Tab 1 risk disqualification.

In the event that the vendor proposes the use of any subcontractors, information on the subcontractor(s) and letters of commitment as required by Section 3.8, Minority Business Enterprise or 3.9, Subcontractor Identification and Participation Information should also be provided in Tab 1.

2. Vendor Qualifications (Tab 2)

a. Required Vendor Qualifications (**Sub-Tab 2 a.**)

In this section, the vendor must, at minimum, demonstrate or provide necessary evidence for the required qualifications as specified in Section 2.1 A., Required Vendor Qualifications.

b. Organizational Experience and Capabilities (**Sub-Tab 2 b.**)

In this section, the vendor must, at minimum, demonstrate or provide necessary evidence for the required background information, project samples and contact information as specified in Section 2.1 B., Organizational Experience and Capabilities.

c. Staff Experience and Capabilities (**Sub-Tab 2 c.**)

In this section, the vendor must, at minimum, demonstrate or provide necessary evidence for the required background information, project samples and contact information as specified in Section 2.1 C., Staff Experience and Capabilities.

3. Administrative Structures—Proposed Work Plan (Tab 3)

This section should describe in detail (in the order as outlined) the vendor's administrative structures as specified in Section 2.3, Administrative Structures—Proposed Work Plan of this RFP.

4. Specifications of Deliverables (Tab 4)

This section should describe in detail how the vendor proposes to address each of the deliverables identified in Section 2.2, Scope of Work and in Section 2.4, Specifications of Deliverables, of this RFP. Vendors should place their responses for each Deliverable identified in Section 2.4 behind separate sub-tabs as described above.

5. Request for Taxpayer Identification Number, W-9 Form (Tab 5)

The vendor must attach this form, which is provided as **Attachment G** to this RFP, completed with an original signature in blue ink.

B. Cost Proposal

Three (one signed original and two copies) copies of the Cost Proposal must be submitted in a separate, sealed envelope, labeled: **“NOTE: DO NOT OPEN. COST PROPOSAL**

ENCLOSED FOR OHIO MEDICAID DELIVERY SYSTEM REDESIGN, RFP#: R-04-07-1036 SUBMITTED BY [VENDOR'S NAME HERE]", and containing the respective Cost Proposal CD-ROM. The above Technical Proposal must not contain costs information, or the entire proposal will be disqualified from further consideration.

The Cost Proposal must contain the following cost proposal information:

1. **Cost Proposal Form** (provided as **Attachment C**)

Instructions for cost-per-hour deliverables: Vendors must list the names and positions of necessary staff and record their cost-per-hour for all necessary staff for deliverables **A.1., A.2., A.3., B.1., B.3., B.4., B.7., C.1., C.2., C.3., D.1., E.1., E.2., E.3., E.4., E.5., F.1., and F.2.,** for each SFY.

Vendors are to use the Cost Proposal Form provided (or their reproduction of it) as follows for cost-per-hour deliverables:

For each deliverable, for each state fiscal year (SFY), vendor must identify all key and support/clerical staff to be utilized, the hourly billing rate for each, and the number of hours of work the vendor expects will be needed of those staff members in order to fully and successfully fulfill ODJFS project objectives. Key staff **MUST** be identified by name and position/role; support/clerical staff may be identified by position/role only, or by name and position/role, at vendor's discretion. The vendor's cost proposal form must also report the resulting per-deliverable cost for each SFY by totaling the hours offered for all staff to be used for that deliverable, multiplied by their appropriate billing rates.

The hourly billing rate(s) presented must include salaries, overhead, and all other vendor costs and expenses (see Section 3.7, Travel Reimbursement requirement), necessary for the fulfillment of ODJFS project objectives.

Instructions for flat-fee deliverables: Vendors must list their cost per year for each flat-fee deliverable listed, **B.2., B.5., B.6., D.2., and D.3.,** for each SFY. Vendor calculations for all flat-fee deliverables must be inclusive of all salaries, overhead, and all other vendor costs and expenses (see Section 3.7, Travel Reimbursement requirement), necessary for the completion of the deliverable.

The vendor's sum of all deliverable costs (both hourly-rate deliverables and flat-fee deliverables) per SFY must comprise 100% of that vendor's proposed costs for each respective SFY, and for all four SFYs ('05, '06, '07 and '08) totaled together. The vendor's Cost Proposal must be all-inclusive, including subcontractor costs as well.

2. **Total Fiscal Year Cost Summary Sheet** (provided as **Attachment F**)

Vendors must complete **Attachment F**, to display their total proposed costs for each of the four SFYs separately, and for the entire project over all possible renewal periods, and include it as a component of their Cost Proposal. This project total will be used to determine each qualifying vendor's final cost-per-quality point ratio, as described in Section 5.1, C. of this RFP. Failure by a vendor

to complete this form correctly, or failure to include it in the cost proposal package, may result in disqualification.

NOTE: The billing and reimbursements under the ODJFS contract(s) will be for actual hours of service rendered toward hourly-rate deliverables, and for flat-fee deliverables actually performed and completed. ODJFS may negotiate an actual payment schedule based on deliverables after selection of a vendor and prior to contracting. ODJFS will accept monthly invoices from the contractor for actual work performed in the previous month. Invoices must reflect deliverable, staff rate billed, and the number of hours spent, up to the maximum permitted under the terms of the contract. ODJFS may require a hold back of not more than 15% of the total contract price for completion of the project. ODJFS may require either an incentive for early completion or a penalty for failure to complete the project on time or both at ODJFS' option. ODJFS may require a liquidated damages clause.

C. IMPORTANT – VENDOR DISQUALIFIERS FOR PROPOSAL ERRORS:

- Any vendor's Technical Proposal found to contain any cost information shall be disqualified from consideration. Cost information is defined as any dollar amounts which might be deemed to be indicative of the relative cost or economy of the proposed project. Information on the assets, value, or historical business volume of the vendor is NOT considered to be such prohibited cost information, and MAY be included in any vendor's technical proposal as information on business capacity and stability. All prohibited cost information must be submitted with the separate, sealed Cost Proposal. The Technical Proposal is defined as any part of the vendor's proposal (either as required by ODJFS or sent at vendor's discretion), such as work plan, resumes, letters of recommendation, letters of cooperation from any subcontractors, etc., which is not specifically identified by ODJFS as a required component of the separate, sealed Cost Proposal. Should a vendor determine to include in the technical proposal any documents which contain such cost information, the cost information in those documents must be made unreadable by the vendor before submission of the proposal to ODJFS. Failure to follow these instructions will result in disqualification.
- Any trade secret, proprietary, or confidential information (as defined in Section 3.5 of this RFP) found anywhere in a vendor's proposal shall result in immediate disqualification of that vendor's proposal.

SECTION V. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

5.1 Scoring of Proposals

ODJFS will contract with a vendor that best demonstrates the ability to meet requirements as specified in this RFP. Vendors submitting a response will be evaluated based on the capacity and experience demonstrated in their Technical and Cost Proposal. All proposals will be reviewed and scored by a Proposal Review Committee (PRC), comprised of staff from ODJFS Office of Ohio Health Plans. Vendors should not assume that the review members are familiar with their current work activities with ODJFS. Proposals containing lack of sufficient detail, poor organization, lack of proofreading and unnecessary use of braggadocio will be evaluated accordingly. PRC members will be required to sign

disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and contractor selection process. Final selection of the vendor will be based upon the criteria specified in Sections II., III., and IV. of this RFP. Any proposals not meeting the requirements contained in Sections II., III. and IV. of this RFP will not be scored or may be held pending receipt of required clarifications. The PRC reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The review committee may waive minor defects that are not material when no prejudice will result to the rights of any vendor or to the public. In scoring the proposals, ODJFS will score in three phases:

A. Phase I. Review—Initial Qualifying Criteria:

In order to be fully reviewed and scored, proposals submitted must pass the following Phase I. Review. **Any “no” for the listed Phase I. criteria will eliminate a proposal from further consideration.**

1. Was the proposal received by the deadline as specified in Sections 1.6 and 4.1?
2. Did the vendor submit seven (7) copies of their Technical Proposal along with their Cost Proposal (in a separate sealed envelope) labeled: **“NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR OHIO MEDICAID DELIVERY SYSTEM REDESIGN, RFP#: R-04-07-1036 FROM (VENDOR’S NAME)”**?
3. Does the vendor’s proposal include all required affirmative statements and certifications signed by the vendor’s responsible representative, as described in **Attachment D** to the RFP?
4. According to those certifications, does the vendor affirmatively indicate that it is not on the federal debarment list; that there are no unfair labor findings against it; and it is not in violation of ORC Section 9.24, and therefore may enter into a contract with ODJFS?
5. Does ODJFS’ review of the Auditor of State website verify that the vendor is not excluded from contracting with ODJFS by ORC Section 9.24 for an unresolved finding for recovery? (i.e., the proposal of any vendor whose name appears on the Auditor’s website as having an unresolved finding for recovery will be eliminated from further consideration.)

B. Phase II. Review—Criteria for Scoring the Technical Proposal:

The PRC will then score those qualifying technical proposals, not eliminated in Phase I. review, by assessing how well the vendor meets the requirements as specified in Sections II, III, IV of this RFP. Using the score sheet for Phase II scoring (see **Attachment B** of this RFP for specific evaluation criteria), the PRC will read, review, discuss and reach consensus on the final technical score for each qualifying technical proposal.

A maximum of **208** points will be awarded for the Technical Proposal. A technical proposal must achieve a total of at least **164** points (a score indicating a proposal that is adequate to meet the needs of ODJFS) out of the possible **208** points to qualify for continued consideration. Any proposal which does not meet the minimum required

technical proposal points will be disqualified from any further consideration and its cost proposal will neither be opened nor considered.

All Phase II technical proposal evaluation criteria will be scored according to the following scale, based on a proposed plan's ability to meet ODJFS needs. The Technical Proposal Score Sheet (see **Attachment B**) uses the following point values for rating each requirement.

0	4	5
Does Not Meet Requirement	Meets Requirement	Exceeds Requirement

Technical Performance Scoring Definitions:

“Does Not Meet Requirement”-a particular RFP requirement was not addressed in the vendor's proposal, **Score: 0**

“Meets Requirement”-Vendor proposal fulfills a particular RFP requirement in all material respects, potentially with only minor, non-substantial deviation, **Score: 4**

“Exceeds Requirement”-Vendor proposal fulfills a particular RFP requirement in all material respects, and offers some additional level of quality in excess of ODJFS expectations, **Score: 5**

IMPORTANT: Before submitting a proposal to ODJFS in response to this RFP, vendors are strongly encouraged to use the Technical Proposal Score Sheet (**Attachment B**) and the above technical performance scoring information to review their proposals for completeness, compliance and quality.

All the remaining qualified Technical Proposals will proceed to the next level of review, which is consideration of the Cost Proposal. Any other proposals will be disqualified from further consideration, and the corresponding Cost Proposals will neither be opened nor will be scored.

If no Technical Proposal achieves the minimum technical score of **164** points to qualify for continued consideration, then ODJFS may, at its sole discretion, opt to either invite the vendors which passed Phase I. criteria for an interview, or issue a clarification requiring additional vendor response, or other methodology as ODJFS deems appropriate in order to proceed to Phase III., Criteria for Considering the Cost Proposal.

ODJFS may also at that point determine that it is in the State's best interests to cancel this RFP and issue another RFP for vendor responses. If no vendors achieve the minimum technical score requirement for continued consideration, ODJFS will notify all responding vendors of its decision and subsequent methodology for selection.

C. Phase III.—Criteria for Considering the Cost Proposal

The Cost Proposal will be reviewed by ODJFS. The Grand Total for all SFYs ('05, '06, '07 and '08) of each qualified vendor's Cost Proposal (see **Attachment F**) is divided by that vendor's final Technical Proposal score. This compares the cost with the quality of the Technical Proposal, which will provide a cost-per-quality point earned on the

Technical Proposal. The technically qualified vendor which offers the lowest cost-per-quality point will be recommended for award of the contract.

If the cost proposals of all technically qualifying vendors (as determined by the scoring process described in this section and by the Technical Proposal Score Sheet, **Attachment B** to this RFP) are in excess of the available funding for this project, ODJFS may, at its sole discretion, negotiate with all technically qualifying vendors for a revised cost proposal. ODJFS may opt to revise or reduce the scope of work described in this RFP, and request revised proposals and budgets from vendors accordingly. ODJFS may also, or alternately request that vendors submit one last and best offer, or may request that ODJFS view its original cost proposal as its last and best offer, or may formally withdraw from further consideration, and shall formally indicate its choice according to directions provided by ODJFS at that time. Upon receipt of all last and best offers, and assuming that one or more have submitted a cost proposal that is within project budget, ODJFS will then consider those vendors' revised cost proposals which are within the budget according to the cost-point assignment process described in this section, above, and in the Technical Proposal Score Sheet (**Attachment B**) for calculation of the winning score.

5.2 Final Selection

The PRC will recommend for selection the technically qualified vendor which offers the lowest cost-per-quality point.

5.3 Tie Breaker

In the event that two or more of the proposals have a score which is tied after final calculation of both the technical proposal and the cost proposal, the proposal with the higher score in the technical proposal will prevail.

SECTION VI. PROTEST PROCEDURE

6.1 Protests

Any potential, or actual, vendor objecting to the award of a contract resulting from the issuance of this RFP may file a protest of the award of the contract, or any other matter relating to the process of soliciting the proposals. Such a protest must comply with the following guidelines:

- A. A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this RFP. The protest shall be in writing and shall contain the following information:
 1. The name, address, and telephone number of the protestor;
 2. The name and number of the RFP being protested;
 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 4. A request for a ruling by ODJFS;

5. A statement as to the form of relief requested from ODJFS; and
 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Legal Services, within the following periods:
1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. the closing date for receipt of proposals, *as specified in Section 1.6, Anticipated Procurement Time Table, of this RFP.*
 2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of the tenth (10th) business day after the issuance of the Letter of Intent to Award the contract.
- C. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by ODJFS' Office of Legal Services after the time periods set forth in Item B. of this section.
- D. All protests must be filed at the following location:
- Chief Legal Counsel
Office of Legal Services
Ohio Department of Job and Family Services
30 East Broad Street, 31st Floor
Columbus, Ohio 43215-0423
- E. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The vendor(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- F. ODJFS' Office of Legal Services shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

6.2 Caveats

ODJFS is under no obligation to issue a contract as a result of this solicitation if, in the opinion of ODJFS and the proposal review team, none of the proposals are responsive to the objectives and needs of the Department. ODJFS reserve the right to not select any vendor should ODJFS decide not to proceed. Changes in this RFP of a material nature will be provided via the agency website. All vendors are responsible for obtaining any such changes without further notice by ODJFS.

SECTION VII. ATTACHMENTS

- A. ODJFS Model Contract**
- B. Technical Proposal Score Sheet**
- C. Cost Proposal Form**
- D. Required Vendor Information and Certifications**
- E. Proposed Redesign of the Ohio Home Care Program**
- F. Total Fiscal Year Cost Summary Sheet**
- G. Request for Taxpayer Identification Number (W-9) Form**

Thank you for your interest in this project.

ATTACHMENT A
ODJFS Model Contract
ODJFS RFP # R-04-07-1036

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
CONTRACT FOR SERVICES

C-04-07-XXXX

This Contract is entered into by and between the State of Ohio, Department of Job and Family Services (hereinafter "ODJFS") and _____ (hereinafter "CONTRACTOR").

RECITALS:

- A. ODJFS issued a Request for Proposal (hereinafter "RFP") numbered R__-07-____ and dated _____, 200_.
- B. The ODJFS evaluation committee recommended for award the Proposal of CONTRACTOR dated _____, 200_, (hereinafter "Proposal").

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS CONTRACT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I: DELIVERABLES

- A. CONTRACTOR agrees to provide the following services, products, etc. (hereinafter "Deliverables") to ODJFS and will report to _____ who is the ODJFS Contract Manager:
 - 1.
- B. CONTRACTOR agrees to furnish its own support staff and services as necessary for the satisfactory performance of the work described in ARTICLE I, Section A, above.
- C. ODJFS 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 instruction, the CONTRACTOR agrees to comply with such instructions and fulfill such requests to the satisfaction of ODJFS. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Contract, and are not intended to amend or alter this Contract or any part thereof. All such instructions and requests will be communicated to the CONTRACTOR by the ODJFS Contract Manager. If the CONTRACTOR believes such instructions or requests would materially alter the terms of this Contract or compensation stated hereunder, CONTRACTOR shall notify the ODJFS Contract Manager pursuant to ARTICLE IV.
- D. CONTRACTOR shall consult with the ODJFS Contract Manager as necessary to assure comprehensive understanding of the work and satisfactory completion thereof.
- E. Ownership of Deliverables:
 - 1. Any Deliverable provided by the CONTRACTOR under this ARTICLE I and any item produced under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of ODJFS which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. The CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. The CONTRACTOR will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for ODJFS and CONTRACTOR to use such copyrighted matter in the manner provided herein. CONTRACTOR agrees that all Deliverables will be made freely available to the general public unless ODJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.

2. The Deliverable(s) and any item(s) provided or produced pursuant to this Contract (collectively "Deliverables") shall be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. ODJFS is and shall be deemed the sole author of the Deliverable(s) and sole owner of all rights therein. If any portion of the Deliverable(s) is/are deemed not to be a "work made for hire," or if there are any rights in the Deliverable(s) not so conveyed to ODJFS, then CONTRACTOR agrees to and by executing this Contract hereby does assign to ODJFS all worldwide rights, title, and interest in and to the Deliverables. ODJFS acknowledges that its sole ownership of the Deliverable(s) under this Contract does not affect CONTRACTOR's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by CONTRACTOR prior to or as a result of this Contract or that are generally known and available.
3. If the CONTRACTOR wishes to include any of its own pre-existing, proprietary materials in any of the Deliverables under this Contract, it may do so only after requesting in writing such inclusion and obtaining written approval from ODJFS prior to including such pre-existing materials. ODJFS's approval of the inclusion of pre-existing, proprietary materials is predicated on the CONTRACTOR granting to ODJFS and the State of Ohio a worldwide, non-exclusive, royalty-free license to use, modify, sell, and otherwise distribute all such materials to be so included in the Deliverables under this Contract. Upon request by the CONTRACTOR, ODJFS will incorporate into any future copies of the Deliverables under this Contract any proprietary notice(s) the CONTRACTOR may reasonably require for any pre-existing, proprietary materials included in the Deliverables of this Contract. Any such proprietary notices shall be the minimum required by law so as not to be seen as an endorsement by ODJFS of or advertisement for the CONTRACTOR.
4. If the Deliverables of this Contract require the inclusion of third-party proprietary software or operating systems, such third-party software or operating systems must be commercially available to any person, entity, or State and must be considered "off-the-shelf" products with published (catalog/SKU) prices.
5. For computer software developed under this Contract or for proprietary software incorporated into the Deliverables pursuant to the terms of Paragraph 3 of this Section, copies of any source code, object code, documentation, and any other item necessary for the proper operation of a Deliverable (hereinafter "Operational Materials") under this Contract shall be given to ODJFS in conjunction with or prior to the invoicing for payment of any such Deliverable. CONTRACTOR shall include an affirmative statement with every invoice for payment that all applicable Operational Materials for the Deliverable included in that invoice have been delivered to ODJFS. ODJFS shall have no obligation to pay on an invoice until such time as necessary copies of Operational Materials are delivered and the affirmative written statement of the CONTRACTOR is obtained. All software shall conform to documentation.

ARTICLE II: TIME OF PERFORMANCE

- A. Upon approval by the Director of ODJFS and other appropriate agencies, this Contract is in effect from _____, 2004, or upon execution (as defined in ARTICLE II, Section B), whichever is later, through June 30, 2005, unless this Contract is suspended or terminated pursuant to ARTICLE V prior to the termination date. This Contract may be renewed through June 30, 200_, upon satisfactory completion of Deliverable(s) due hereunder, appropriation by the General Assembly of funds for such, and at the sole discretion of ODJFS. ODJFS shall issue a notice to CONTRACTOR if ODJFS decides to renew this Contract. CONTRACTOR shall not obligate resources in anticipation of a renewal until such notice is provided.
- B. It is expressly understood by both ODJFS and the CONTRACTOR that this Contract shall not be valid and enforceable until the Director of the Office of Budget and Management first certifies, pursuant to section 126.07 of the Ohio Revised Code, that there is a balance in the appropriation not already obligated to pay existing obligations. The CONTRACTOR hereby expressly agrees to neither perform work nor submit an invoice for payment for work performed under this Contract for any time period prior to the ODJFS Contract Manager notifying CONTRACTOR that the requirements of section 126.07 of the Ohio Revised Code have been met. CONTRACTOR further agrees to 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

- A. CONTRACTOR will render detailed invoices in triplicate upon completion of Deliverable(s) according to the terms of ARTICLE I of this Contract and the CONTRACTOR's Proposal to: Ohio Department of Job and Family Services, Bureau of Accounts Payable, 30 East Broad Street, 38th Floor, Columbus 43215-3414. All such invoices must contain the following information:
1. CONTRACTOR's name (as it appears on the Contract and Purchase Order);
 2. CONTRACTOR's mailing address and, if applicable, a remit address;
 3. CONTRACTOR's invoice number and the date of the invoice;
 4. Amount and purpose of billing, 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. Contract number and date;
 6. Purchase order number; and
 7. Federal Tax ID Number or Social Security Number.
- B. In consideration of the Deliverables provided pursuant to ARTICLE I of this Contract, ODJFS agrees to pay compensation up to _____ and ___/100 Dollars (\$_____.__) for State Fiscal Year ("SFY") 2004, and up to _____ and ___/100 Dollars (\$_____.__) for SFY 2005. It is expressly understood by ODJFS and CONTRACTOR that the terms of this Contract do not allow total compensation in excess of _____ and ___/100 Dollars (\$_____.__) for the Contract period as set forth in ARTICLE II. CONTRACTOR hereby waives the interest provisions of section 126.30 of the Ohio Revised Code.
- C. It is further understood by CONTRACTOR and ODJFS that the terms of this Contract, when combined with any other payments made to or open encumbrances with CONTRACTOR during the same state fiscal year, cannot establish compensation in excess of \$50,000.00 aggregate, unless prior approval of such contractual terms has been received from the State Controlling Board in accordance with section 127.16 of the Ohio Revised Code.
- D. Subject to the provisions of sections 126.07 and 131.33 of the Ohio Revised Code, which shall at all times govern this Contract, ODJFS represents: (1) that it has adequate funds to meet its obligations under this Contract; (2) that it intends to maintain this Contract 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 (3) that it will use its best effort to obtain the appropriation of any necessary funds during the term of this Contract. However, it is understood by CONTRACTOR that 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 ODJFS for the payments due hereunder, this Contract is terminated as of the date funding expires without further obligation of the State of Ohio.
- E. It is further understood by CONTRACTOR that compensation under this Contract may be based in whole or in part upon funding sources external to the State of Ohio (e.g., federal funding). Should the external source of the funding be terminated or reduced for reasons beyond the control of ODJFS or the State of Ohio, this Contract shall terminate as of the date the funding expires without further obligation of the State of Ohio.
- F. CONTRACTOR expressly understands that ODJFS will not compensate CONTRACTOR for any work performed prior to the ODJFS Contract Manager notifying CONTRACTOR that the requirements of section 126.07 of the Ohio Revised Code have been met as set forth in ARTICLE II, Section B, and that ODJFS will not compensate CONTRACTOR for any work performed after the termination date set forth in ARTICLE II, Section A.
- G. ODJFS does not have the ability to compensate the CONTRACTOR for work performed under the Contract after the State of Ohio purchase order for the Contract has been closed. Therefore, the final invoice for compensation of work performed under this Contract must be received by ODJFS, per Section A of this ARTICLE III, not later than ninety (90) days after the date of termination of this Contract. Failure of the CONTRACTOR to submit the final invoice by this deadline shall be deemed a forfeiture by the CONTRACTOR of all remaining compensation pursuant to the Contract.

ARTICLE IV: NOTICES

- A. The Parties agree that, pursuant to ARTICLE I, Sections C and D, communication regarding the Deliverable(s), scope of work, invoice or billing questions, and other day-to-day instructions shall be between CONTRACTOR and the identified ODJFS Contract Manager.

- B. Notices to ODJFS sent by CONTRACTOR concerning changes to the CONTRACTOR's principal place of business, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE XI, and/or any other formal notice regarding this Contract shall be sent to: Deputy Director for Contracts, Ohio Department of Job and Family Services, Office of Contracts and Acquisitions, 30 East Broad Street, 31st Floor, Columbus, OH 43215-3414.
- C. Notices to CONTRACTOR sent by ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices required by this Contract shall be sent to: _____
- D. All notices in accordance with Sections B and C of this ARTICLE shall be in writing and shall be deemed to be given when received. Such notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE V: SUSPENSION AND TERMINATION; BREACH AND DEFAULT

- A. Notwithstanding other provisions in this ARTICLE V, either party may terminate this Contract at will by giving ninety (90) days written notice to the other party. Upon thirty (30) days written notice to CONTRACTOR, ODJFS may suspend this Contract at ODJFS's sole discretion.
- B. Notwithstanding ARTICLE V, Sections A or C, ODJFS may suspend or terminate this Contract immediately upon delivery of written notice to CONTRACTOR if ODJFS has discovered any illegal conduct on the part of CONTRACTOR, any violation of ARTICLE XI of the Contract, loss of funding as set forth in ARTICLE III, Sections D or E, or the filing of a petition in bankruptcy (or similar proceeding) by or against the CONTRACTOR.
- C. Except as provided in Sections A and B of this ARTICLE, after written notice from ODJFS of CONTRACTOR's breach of any of its obligations under this Contract, CONTRACTOR will have thirty (30) calendar days within which to cure any such breach, provided the breach is curable. If the CONTRACTOR fails to cure the breach within the thirty (30) calendar days after written notice or if the breach is not curable, ODJFS may then immediately suspend or terminate this Contract. ODJFS may also suspend or terminate this Contract in the case of breaches that are cured within thirty (30) calendar days, but that are persistent. For purposes of this Section, "persistent" means that ODJFS has notified the CONTRACTOR three (3) times in writing of the 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, ODJFS may suspend or terminate this Contract without a cure period if the CONTRACTOR again fails to meet any contractual obligation. In the sole discretion of ODJFS, certain instances of breach may require a shorter cure period than the thirty (30) calendar days generally applicable in this Section. In such instances, ODJFS will include in its notice of breach the shorter period for cure that it deems appropriate.
- D. CONTRACTOR, upon receipt of notice of suspension or termination, agrees that it will cease work on the suspended or terminated activities under this Contract, suspend or terminate all subcontracts relating to such suspended or terminated activities, take all necessary and/or appropriate steps to limit disbursements and minimize cost, 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 ODJFS may require. Suspension, termination, or expiration of this Contract will not limit the CONTRACTOR's continuing obligations with respect to Deliverables paid for by ODJFS before termination or limit ODJFS's rights in such Deliverables.
- E. In the event of suspension or termination under this ARTICLE V, CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, for the work performed prior to CONTRACTOR's receipt of notice of suspension or termination. Compensation will be calculated by ODJFS based on the compensation structure set forth in ARTICLE III, less any funds previously paid by or on behalf of ODJFS, or in the case of services for which the CONTRACTOR charges a flat rate, based on a reasonable percentage of the total services performed as determined by ODJFS, less any funds previously paid by or on behalf of ODJFS.
- F. If ODJFS terminates this Contract for any reason provided in this ARTICLE except for termination at will pursuant to Section A or termination for loss of funding pursuant to Section B, ODJFS will be entitled to continue the project that is the subject of this Contract by utilizing another contractor on such commercially reasonable terms as ODJFS and the covering contractor may agree. In such an instance, CONTRACTOR will be liable to ODJFS 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 ODJFS would have incurred under this Contract. CONTRACTOR's liability under this Section is in addition to any other remedies available to ODJFS pursuant to this Contract.

- G. Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, ODJFS may exercise any 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 ODJFS retains the right to exercise all remedies hereinabove mentioned.
- H. If ODJFS or CONTRACTOR fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by ODJFS is not effective unless it is in writing signed by the ODJFS Director.

ARTICLE VI: EQUAL EMPLOYMENT OPPORTUNITY

- A. In carrying out this Contract, the CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, sexual orientation, age, disability, or veteran status. The CONTRACTOR will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, gender, sexual orientation, age, disability, or veteran status. Such action includes, but is not limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship. CONTRACTOR certifies current and ongoing compliance with the Executive Order 11246 concerning Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by Department of Labor regulations found at 41 C.F.R. Chapter 60.
- B. The CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices stating that the CONTRACTOR complies with all applicable federal and state non-discrimination laws. The CONTRACTOR will incorporate the foregoing requirements of this Section in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR and in all of its contracts for any of the work prescribed in this Contract. CONTRACTOR will also require all of its subcontractors to incorporate such requirements in all subcontracts for any part of the work under this Contract.
- C. CONTRACTOR, its officers, employees, members, and subcontractors hereby certify current and ongoing compliance with the statutes and regulations pertaining to The American's with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

ARTICLE VII: RECORDS, DOCUMENTS AND INFORMATION

CONTRACTOR agrees that all records, documents, writings, or other information, whatever their form, produced by CONTRACTOR under this Contract, and all records, documents, writings, or other information used by CONTRACTOR in the performance of this Contract are treated according to the following terms:

- A. All ODJFS information which, under the laws of the State of Ohio or federal law, is classified as public or as private will be treated as such by CONTRACTOR. Where there is a question as to whether information is public or private, ODJFS will make the final determination.
- B. All CONTRACTOR information which is proprietary will be held strictly confidential by ODJFS. Proprietary information is information which, if made public, would put CONTRACTOR at a disadvantage in the marketplace and trade of which CONTRACTOR is a part. CONTRACTOR is responsible for notifying ODJFS of the nature of the information prior to its release to ODJFS. Failure to provide such prior notification is deemed to be a waiver of the proprietary nature of the information, and a waiver of any right of CONTRACTOR to proceed against ODJFS for violation of this Contract or of any proprietary or trade secret laws. Such failure shall also be deemed a waiver of trade secret protection in that the CONTRACTOR will have failed to make efforts that are reasonable under the circumstances to maintain the information's secrecy [see, section 1333.61(D)(2) of the Ohio Revised Code]. ODJFS reserves the right to require reasonable evidence of CONTRACTOR's assertion of the proprietary nature of any information to be provided. ODJFS will make the final determination as to whether any or all of the information identified by the CONTRACTOR is proprietary or is a trade secret.
- C. All records relating to costs, work performed, and supporting documentation for invoices submitted to ODJFS by CONTRACTOR along with copies of all Deliverables submitted to ODJFS pursuant to this Contract will be retained and made available by CONTRACTOR for audit by the State of Ohio (including but not limited to ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials) and by agencies of the United States government for a minimum of three (3) years after payment for work

performed under this Contract. If an audit, litigation, or other action related to this Contract is initiated during this time period, CONTRACTOR shall retain such records until the action is concluded and all issues have been resolved or the three (3) years end, whichever is later. If appropriate, CONTRACTOR must comply with the requirements of the federal OMB Circular A-87, A-110, A-122, or A-133. CONTRACTOR acknowledges, in accordance with section 149.31 of the Ohio Revised Code, that financial records related to the performance of services under this Contract are presumptively deemed to be public records.

- D. CONTRACTOR agrees that it will not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. CONTRACTOR agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. The terms of this ARTICLE will be included in any subcontracts executed by the CONTRACTOR for work under this Contract. CONTRACTOR agrees that any data made available to CONTRACTOR by ODJFS shall be returned to ODJFS not later than ninety (90) days following the termination of this Contract, and CONTRACTOR shall certify that it retains no copies of source data. CONTRACTOR hereby agrees to current and ongoing compliance with 42 U.S.C. Sections 1320d through 1320d-8 and the implementing regulations found at 45 C.F.R. 164.502(e) and 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

ARTICLE VIII: INDEPENDENT CONTRACTOR

CONTRACTOR agrees that 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 Contract. CONTRACTOR also agrees that, as an independent contractor, CONTRACTOR assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. 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.

ARTICLE IX: LIMITATION OF LIABILITY; CONTRACTOR DUTIES

- A. CONTRACTOR agrees to hold ODJFS, any official or employee of ODJFS acting in his or her official capacity, and the State of Ohio harmless from any and all claims for personal injury resulting from activities in furtherance of the work hereunder.
- B. ODJFS's liability, whether in contract or in tort, may not exceed the total amount of compensation payable to CONTRACTOR under ARTICLE III or the amount of direct damages incurred by CONTRACTOR, whichever is less. The CONTRACTOR's sole and exclusive remedy for ODJFS's failure to perform under this Contract is an action in the Ohio Court of Claims, pursuant to Chapter 2743 of the Ohio Revised Code, and subject to the limitations set forth in this ARTICLE IX. IN NO EVENT IS ODJFS LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF ODJFS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- C. CONTRACTOR agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS 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. ODJFS will provide: prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full information along with all reasonable cooperation for the defense of same. ODJFS may participate in the defense of any such action. CONTRACTOR agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS 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 ODJFS 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.
- D. CONTRACTOR will not permit any lien or claim to be filed or prosecuted against the State of Ohio or ODJFS on account of any labor, services, or materials furnished to CONTRACTOR by any entity in connection with this Contract. Should any such claims become due, the proper officer(s) representing ODJFS may, but is/are not

obligated to, pay such claims to the entity furnishing the labor or services and charge the amount of the payment against funds due or to become due to CONTRACTOR pursuant to this Contract.

- E. Neither party shall 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 shall be sent pursuant to ARTICLE IV. 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 by reason of 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 the CONTRACTOR's subcontractor(s) shall be considered controllable by the CONTRACTOR, except for third-party manufacturers supplying commercial items and over whom the CONTRACTOR has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.

ARTICLE X: AMENDMENT AND ASSIGNMENT

- A. 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 amendment(s) to laws or regulations cited herein will result in the correlative modification of this Contract, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Contract will be incorporated into this Contract by written amendment signed by both parties and will be effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Contract is prospective in nature.
- B. CONTRACTOR agrees that it will neither assign any obligation or interest (including subcontracts) in this Contract nor transfer any obligation or interest in the same (whether by assignment or novation) without the prior written approval of ODJFS and subject to such conditions and provisions as ODJFS may deem necessary. Any such approval by ODJFS of an assignment will not be deemed in any event or in any manner to provide for the incurrence of any obligation by ODJFS in excess of the total agreed-upon compensation of this Contract.

ARTICLE XI: SPECIAL CERTIFICATIONS MADE BY CONTRACTOR

By executing this Contract, CONTRACTOR certifies and affirmatively represents current compliance and agrees to continued compliance with each condition listed in this ARTICLE XI. The CONTRACTOR's certification and affirmation of compliance with each of these conditions are considered to be material representations of fact upon which ODJFS relied in entering into this Contract.

- A. If, at any time, the CONTRACTOR is not in compliance with the conditions certified and affirmed in this ARTICLE XI, Section A, ODJFS will consider the contract *void ab initio* and deliver written notice to the CONTRACTOR. Any funds paid by the State for work performed before the CONTRACTOR was notified that the Contract was considered *void ab initio* shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the State for recovery of said funds.
1. CONTRACTOR certifies that neither CONTRACTOR, nor any principal of CONTRACTOR is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, 45 CFR Part 76, or other applicable statutes or regulations.
 2. CONTRACTOR certifies that CONTRACTOR is not on the list established by the Ohio Secretary of State, pursuant to Section 121.23 of the Ohio Revised Code that identifies CONTRACTOR as having more than one unfair labor practice contempt of court finding.
 3. CONTRACTOR certifies that CONTRACTOR is not subject to a finding for recovery under Ohio Revised Code Section 9.24, or it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section to contract with the State of Ohio.
 4. 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 Contractor becomes disqualified from conducting business in Ohio, for whatever reason, CONTRACTOR must

immediately notify ODJFS of the disqualification, and CONTRACTOR will immediately cease performance of its obligation hereunder.

- B. If, at any time, the CONTRACTOR is not in compliance with the conditions certified and affirmed in this ARTICLE XI, Section B, ODJFS may immediately suspend or terminate this Contract and deliver written notice to the CONTRACTOR. CONTRACTOR will be subject to all provisions in the Contract pertaining to termination for any reason except for termination at will pursuant to ARTICLE V, Section A or termination for loss of funding pursuant to ARTICLE V, Section B, all such provisions being as stated in ARTICLE V. CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time the CONTRACTOR was in compliance with the provisions of ARTICLE XI, Section B. Compensation will be calculated by ODJFS utilizing the same methodology as described in ARTICLE V, Section E. Any funds paid by the State for work performed during a period when the CONTRACTOR was not in compliance with ARTICLE XI, Section B shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the State for recovery of said funds.
1. CONTRACTOR, along with the officers, members, and employees of the CONTRACTOR, have no interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree the discharge and fulfillment of its, his, or her functions and responsibilities under this Contract. CONTRACTOR agrees to periodically inquire of its officers, members, and employees concerning such interests. Any person who acquires an incompatible, compromising, or conflicting personal or business interest shall immediately disclose his or her interest to ODJFS in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless ODJFS shall determine that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. The written disclosure of such interest shall be made to Chief Legal Counsel, Ohio Department of Job and Family Services, 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414.
 2. CONTRACTOR agrees to refrain from promising or giving to any ODJFS employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. CONTRACTOR also agrees that it will not solicit an ODJFS employee to violate any ODJFS rule or policy relating to the conduct of contracting parties or to violate sections 102.03, 102.04, 2921.42 of the Ohio Revised Code. CONTRACTOR, its officers, members and employees are in compliance with section 102.04 of the Ohio Revised Code and, that if it is required to file a statement pursuant to 102.04(D)(2) of the Ohio Revised Code, CONTRACTOR has filed the statement with the ODJFS Chief Legal Counsel in addition to any other required filings.
 3. By executing this Contract, CONTRACTOR certifies that no party listed or described in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code who was actually in such a position at the time of the contribution, has made, as an individual, within the two previous calendar years, one or more contributions in excess of one thousand dollars (\$1,000.00) to the present Governor or to the governor's campaign committee during any time he/she was a candidate for office. Ohio Revised Code 3517.13 Sections (I) and (J) do not apply to professional associations organized under Chapter 1785 of the Ohio Revised Code.
 4. No federal funds paid to CONTRACTOR through this or any other agreement with ODJFS will be or have been used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement, or loan. CONTRACTOR further certifies compliance with the lobbying restrictions contained in Section 1352, Title 31 of the U.S. Code, Section 319 of Public Law 101-121, and federal regulations issued pursuant thereto and contained in 29 C.F.R. Part 93, 45 C.F.R. Part 93, and Federal Register, Vol. 55, No. 38, February 26, 1990, pages 6735-6756. If this Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), CONTRACTOR has executed the Disclosure of Lobbying Activities, Standard Form LLL, if required by federal regulation.
 5. CONTRACTOR is in compliance with the executive agency lobbying requirements of sections 121.60 to 121.69 of the Ohio Revised Code.
 6. CONTRACTOR agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that the CONTRACTOR and the employees of the CONTRACTOR meet child support obligations established under state or federal law. Further, by executing this Contract, CONTRACTOR certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in Chapters 3119, 3121, 3123, and 3125 of the Ohio Revised Code.

7. CONTRACTOR is in compliance with section 4141.044 of the Ohio Revised Code which requires CONTRACTOR to provide a listing of all available job vacancies to ODJFS. This requirement does not apply when the CONTRACTOR is filling the vacancy within the organization or pursuant to a customary and traditional employer-union hiring arrangement.
 8. 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 Chapter 5101 or 5107 of the Ohio Revised Code.
 9. 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 regarding a drug-free workplace. The CONTRACTOR will make a good faith effort to ensure that all CONTRACTOR officers, employees, members, and subcontractors will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- C. If any of the information pertaining to Article XI, Sections A and B changes after the Contract has been signed the CONTRACTOR is required to report such changes immediately to ODJFS in writing to the address listed for notice in Article IV, Section B.

ARTICLE XII: BUSINESS ASSOCIATE REQUIREMENTS UNDER HIPAA

- A. Definitions. 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 shall prevail.
1. AHIPAA@ means the Health Insurance Portability and Accountability Act of 1996.
 2. ACovered Entity@ means a health plan, a health care clearinghouse, or health care provider. (45 C.F.R. 160.103)
 3. ABusiness Associate@ means a person or entity that, on behalf of the Covered Entity, performs or assists in the performance of a function or activity that involves the use or disclosure of AProtected Health Information.@ (45 C.F.R. 160.103)
 4. AProtected Health Information@ (hereinafter APHI@) means information received from or on behalf of a Covered Entity that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 C.F.R. 164.501 and any amendments thereto. (45 C.F.R. 164.501)
- B. CONTRACTOR acknowledges that ODJFS through its Office of Ohio Health Plans is a Covered Entity under HIPAA. CONTRACTOR further acknowledges that CONTRACTOR is a Business Associate of ODJFS, and, in carrying out the work described in this Contract, the CONTRACTOR agrees to comply with all of the following provisions:
1. Permitted Uses and Disclosures. The CONTRACTOR shall 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 shall use appropriate safeguards to protect against use or disclosure not provided for by this Contract.
 3. Reporting of Disclosures. The CONTRACTOR shall promptly report to ODJFS any knowledge of uses or disclosures of PHI that are not in accordance with this Contract or applicable law. In addition, the CONTRACTOR shall mitigate any adverse effects of such a breach of confidentiality to the greatest extent possible.
 4. Agents and Subcontractors. CONTRACTOR shall ensure that all its agents and subcontractors that receive PHI from or on behalf of the CONTRACTOR and/or ODJFS agree to the same restrictions and conditions that apply to CONTRACTOR with respect to the use or disclosure of PHI.

5. Accessibility of Information. The CONTRACTOR shall make available to ODJFS such information as ODJFS may require to fulfill its obligations to provide access to, provide a copy of, and account for disclosures 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 C.F.R. 164.524 and 164.528 and any amendments thereto.
6. Amendment of Information. The CONTRACTOR shall make PHI available to ODJFS so that ODJFS may fulfill its obligations pursuant to HIPAA to amend the information. As directed by ODJFS, CONTRACTOR shall also incorporate any amendments into the information held by the CONTRACTOR and shall ensure incorporation of any such amendments into information held by CONTRACTOR-s agents or subcontractors.
7. Disclosure. The CONTRACTOR shall make available to ODJFS 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 ODJFS, or created or received by the CONTRACTOR on behalf of ODJFS. Such access is for the purpose of determining ODJFS-s compliance with HIPAA, regulations promulgated by the United States Department of Health and Human Services, and any amendment thereto.
8. Material Breach. In the event of material breach of CONTRACTOR obligations under this ARTICLE, ODJFS may immediately terminate this Contract as set forth in ARTICLE V, Section B. Termination of this Contract shall 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.
9. Return or Destruction of Information. Upon termination of this Contract and at the request of ODJFS, the CONTRACTOR shall return to ODJFS or destroy all PHI in CONTRACTOR-s possession stemming from this CONTRACT, and shall not keep copies of the PHI except as requested by ODJFS or required by law. If the CONTRACTOR, its agent(s), or subcontractor(s) destroy any PHI, then the CONTRACTOR will provide to ODJFS documentation evidencing such destruction. Any PHI retained by the CONTRACTOR shall continue to be extended the same protections set forth in this Section and HIPAA regulations for as long as it is maintained.

ARTICLE XIII: CONSTRUCTION

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Contract be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Contract impossible. Should the removal of such an unenforceable provision render the intended performance under this Contract difficult or nonsensical, but not impossible, the parties shall negotiate in good faith replacement provision(s) in keeping with the objectives of the Contract and the budgetary and statutory constraints of ODJFS.

ARTICLE XIV: INCORPORATION BY REFERENCE

The Request for Proposal document and the Proposal (*i.e.*, the technical and cost proposals) of the CONTRACTOR are hereby incorporated by reference as part of this Contract having the full force and effect as if specifically restated herein. In the event of any inconsistency or ambiguity between the provisions of the RFP, the Proposal or this Contract, the provisions of this Contract shall be determinative of the obligations of the parties. In the event that the Contract is silent with respect to any inconsistency or ambiguity between the RFP and the Proposal, the RFP shall be determinative in the obligations of the parties. In the event that a dispute arises which is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve the dispute in keeping with the objectives of the Contract and the budgetary and statutory constraints of ODJFS.

SIGNATURE PAGE FOLLOWS

Remainder of Page Intentionally Left Blank

ATTACHMENT B
RFP #: R-04-07-1036
Technical Proposal Score Sheet

PHASE I: Initial Qualifying Criteria

The proposal must meet all of the following PHASE I criteria in order to be considered for further evaluation. Any proposal receiving a “no” response shall be disqualified from further consideration.

ITEM	CRITERIA Any “NO” answer will disqualify the proposal.	RFP SEC. REF.	YES	NO
1	Was the vendor’s proposal received by the deadline as specified in the RFP?	1.6 4.1		
2	Did the vendor submit one original and six copies of their Technical Proposal along with their Cost Proposal (in a separate sealed envelope) labeled: “NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR OHIO MEDICAID DELIVERY SYSTEM REDESIGN RFP#: R-04-07-1036 FROM (VENDOR’S NAME)”?	4.1 4.2 B.		
3	Does the vendor’s proposal include all required affirmative statements and certifications signed by the vendor’s responsible representative, as described in Attachment D to the RFP?	5.1 A., 3.		
4	According to those certifications, does the vendor affirmatively indicate that it is not on the federal debarment list; that there are no unfair labor findings against it; and it is not in violation of ORC Section 9.24, and therefore may enter into a contract with ODJFS?	5.1 A., 4.		
5	Does ODJFS’ review of the Auditor of State website verify that the vendor is not excluded from contracting with ODJFS by ORC Section 9.24 for an unresolved finding for recovery?	5.1 A., 5.		

PHASE II: Criteria for Scoring of Technical Proposal

Qualifying technical proposals will be collectively scored by a Proposal Review Committee (PRC) appointed by ODJFS, Office of Ohio Health Plans. For each of the evaluation criteria given in the following score sheet, reviewers will collectively judge whether the technical proposal exceeds, meets, partially meets or does not meet the requirements expressed in the RFP, and assign the appropriate point value based on the following criteria and weight assigned to each criterion:

0	4	5
Does Not Meet Requirement	Meets Requirement	Exceeds Requirement

A technical proposal’s total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying proposal. Technical proposals which do not meet or exceed a total score of at least **164** points (a score which represents that the vendor’s proposal is adequate to meet ODJFS’ needs) out of a maximum of **208** points, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weight	Does not Meet 0	Meets 4	Exceeds 5
REQUIRED VENDOR INFO. & CERTIFICATIONS						
1	The vendor has included, properly completed and signed, the Required Vendor Information & Certifications as specified in the RFP.	4.2 A 1	1			
VENDOR QUALIFICATIONS						

ORGANIZATIONAL EXPERIENCE & CAPABILITIES					
2	The vendor's response clearly and fully demonstrates the required necessary vendor qualifications.	2.1 A.1-5	1		
3	The vendor's response regarding their minimum of 5 years experience in oversight or HCBS operation of case management programs serving children and adults is adequate to meet ODJFS' needs.	2.1 A. 5	1		
4	The vendor has provided samples of at least two, but no more than four, similar sized projects completed in the past 5 years that demonstrate expertise in developing Medicaid HCBS waivers, developing Medicaid service definitions and provider qualifications for Medicaid services, reimbursement methodologies for Medicaid covered services, working with people with disabilities and research for governmental entities on Medicaid systems .	2.1 B 2.	1		
5	The vendor's response to the above description regarding Medicaid delivery systems is adequate to meet ODJFS' needs.	2.1 B 2.	1		
6	The vendor has provided names and contact information for at least three entities for which they have performed similar large scale projects in the past five years.	2.1 B 3.	1		
STAFF EXPERIENCE & CAPABILITIES					
7	The vendor has identified, by position and by name, those staff they consider key to the project's success (at minimum, key staff identified must include a project manager)	2.1 C 1	1		
8	The vendor has included required information for key staff expected to work on the project and has demonstrated that they have the required experience.	2.1 C 2 & 3	1		
9	The vendor's response regarding key staff expected to work on the project is adequate to meet ODJFS' needs.	2.1 C 2	2		
10	The vendor has identified, by position and by name, other participating personnel, their experience in the areas described in Sec. 1.3 A. through H. and their role in each deliverable, Sec. 2.4, A. through F.	2.1 C 4	1		
11	The vendor's response to the above description regarding the vendor's identification, by position and by name, other participating personnel, their experience in the areas described in Sec. 1.3 A. through H. and their role in each deliverable, Sec. 2.4, A. through F. is adequate to meet ODJFS' needs.	2.1 C 4	1		
ADMINISTRATIVE STRUCTURES—PROPOSED WORK PLAN					
12	The vendor has clearly stated the key objectives of the <u>proposed</u> project plan; the plan is adequate to meet ODJFS' needs; and has not simply restated the objectives as identified in this RFP.	2.3 A.	1		
13	The vendor has provided a status reporting procedure for reporting work completed, and resolution of unanticipated problems .	2.3 B.	1		
14	The vendor has provided a technical approach and work plan to be implemented with a proposed timeline for each component of the scope of work and the overall project including the staff hours devoted to the project for all personnel involved; included a Table of Organization (including any subcontractors) and a chart showing the number of hours devoted to each deliverable of the project by vendor or sub-contractor staff and has provided the number of hours and percentage of time each key management person will devote to the various projects.	2.3 C. 2.3 D.	1		
15	The vendor's response to the above description regarding proposed project technical approach is adequate to meet ODJFS' needs.	2.3 D.	1		
16	The vendor's response to the above description regarding proposed project work plan and the provided number of hours each key management person will devote to the project is adequate to meet ODJFS' needs.	2.3 D.	5		
17	The vendor's response to the above description regarding proposed project work plan and the provided number of hours all personnel involved will devote to the project is adequate to meet ODJFS' needs.	2.3 D.	3		
18	The vendor's response to the above description regarding proposed project work plan and the percentage of time each key management person will devote to the project is adequate to meet ODJFS' needs.	2.3 D.	3		
SPECIFICATIONS OF DELIVERABLES					
19	The vendor has clearly defined an acceptable work plan and approach to successfully complete the deliverables under the Research heading.	2.4 A.	1		

20	The vendor's response to the above description regarding research of Medicaid delivery systems in other states as well as Ohio is adequate to meet ODJFS' needs.	2.4 A.	1			
21	The vendor's response to the above description of best practice incorporation into the redesign of Ohio Home Care is adequate to meet ODJFS' needs.	2.4 A.	1			
22	The vendor has clearly defined an acceptable work plan and approach to successfully complete the deliverables under the Clinical consultation and advice heading.	2.4 B.	1			
23	The vendor's response to the above description of design and implementation of training program is adequate to meet ODJFS' needs.	2.4 B.	1			
24	The vendor has clearly defined an acceptable work plan and approach to successfully complete the deliverables under the Facilitation heading.	2.4 C.	1			
25	The vendor's response to the above description regarding pediatric consultation services, procedures and standards for utilization review, trainings programs and communication strategies is adequate to meet ODJFS' needs.	2.4 B & C.	1			
26	The vendor has clearly defined an acceptable work plan and approach to successfully complete the deliverables under Waiver heading.	2.4 D.	1			
27	The vendor's response to the above description regarding the development of acuity based assessment tools and the methodology for converting the information into personal budgets for statewide implementation is adequate to meet ODJFS' needs.	2.4 D.	1			
28	The vendor has clearly defined an acceptable work plan and approach to successfully complete the deliverables under State Plan Services heading.	2.4 E.	1			
29	The vendor has clearly defined an acceptable work plan and approach to successfully complete the deliverables under Reimbursement System and Design heading.	2.4 F.	1			
30	The vendor's response to the above description regarding design and development of select reimbursement systems is adequate to meet ODJFS' needs.	2.4 F.	1			
31	The vendor's response to the above description regarding adaptation of provider rate setting and reimbursement methods for incorporation into the redesign of the Ohio Home Care programs is adequate to meet ODJFS' needs.	2.4 F.	1			
PROPOSAL ORGANIZATION						
32	The vendor has submitted a proposal which complies with the required organization of all project components in their respective tabs and contains the vendor's entire technical proposal on a CD-ROM in non-rewriteable format as specified in the RFP.	4.2	0.5			
33	The vendor has submitted a proposal which includes a completed Supplemental Contract and EEO Information Form as specified in the RFP.	4.2 A., 5.	0.5			
33	The vendor has submitted a proposal which includes a completed and signed original (in blue ink) W-9 Form as specified in the RFP.	4.2 A., 6.	0.5			
34	The vendor has submitted a proposal which has been thoroughly proofread for spelling and grammatical errors.	5.1	0.5			
Column Subtotal of "Does Not Meet" points				0		
Column Subtotal of "Meets " points						
Column Subtotal of "Exceeds" points						
GRAND TOTAL SCORE (must meet or exceed a total score of at least 164 pts.)						

ATTACHMENT C

Cost Proposal Form
R-04-07-1036

Note: Vendors may opt to recreate this form if necessary due to more than four positions needed for any cost/hr. deliverable(s). The recreated form must mirror this form in its format.

SFY 05

Cost/Hr. Deliverables	Name	Position	Rate/Hr.	Hrs. Needed Per Deliverable	Total \$ this person, this SFY, this Deliverable
A., 1.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable A., 1. Subtotal (1)				Hrs.	\$
A., 2.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable A., 2. Subtotal (2)				Hrs.	\$
A., 3.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable A., 3. Subtotal (3)				Hrs.	\$
B., 1.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable B., 1. Subtotal (4)				Hrs.	\$
B., 3.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable B., 3. Subtotal (5)				Hrs.	\$
B., 4.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable B., 4. Subtotal (6)				Hrs.	\$
B., 7.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable B., 7. Subtotal (7)				Hrs.	\$
C., 1.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable C., 1. Subtotal (8)				Hrs.	\$
C., 2.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable C., 2. Subtotal (9)				Hrs.	\$
C., 3.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$

			\$	Hrs.	\$
Deliverable C., 3. Subtotal (10)				Hrs.	\$
D., 1.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable D., 1. Subtotal (11)				Hrs.	\$
E., 1.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable E., 1. Subtotal (12)				Hrs.	\$
E., 2.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable E., 2. Subtotal (13)				Hrs.	\$
E., 3.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable E., 3. Subtotal (14)				Hrs.	\$
E., 4.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable E., 4. Subtotal (15)				Hrs.	\$
E., 5.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable E., 5. Subtotal (16)				Hrs.	\$
F., 1.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable F., 1. Subtotal (17)				Hrs.	\$
F., 2.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable F., 2. Subtotal (18)				Hrs.	\$
TOTAL HRS. NEEDED FOR ALL COST/HR. DELIVERABLES				Total Hrs.	
TOTAL COST FOR ALL COST/HR. DELIVERABLES					\$
Flat Fee Deliverables					
				Total \$, this SFY, for this Deliverable	
B., 2.				\$	
B., 5.				\$	
B., 6.				\$	
D., 2.				\$	
D., 3.				\$	
TOTAL COST FOR ALL FLAT FEE DELIVERABLES				\$	
GRAND TOTAL COST FOR ALL COST/HR. & FLAT FEE DELIVERABLES FOR SFY 05				\$	

SFY 06

Cost/Hr. Deliverables	Name	Position	Rate/Hr.	Hrs. Needed Per Deliverable	Total \$ this person, this SFY, this Deliverable
A., 1.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable A., 1. Subtotal (1)				Hrs.	\$
A., 2.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable A., 2. Subtotal (2)				Hrs.	\$
A., 3.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable A., 3. Subtotal (3)				Hrs.	\$
B., 1.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable B., 1. Subtotal (4)				Hrs.	\$
B., 3.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable B., 3. Subtotal (5)				Hrs.	\$
B., 4.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable B., 4. Subtotal (6)				Hrs.	\$
B., 7.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable B., 7. Subtotal (7)				Hrs.	\$
C., 1.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable C., 1. Subtotal (8)				Hrs.	\$
C., 2.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable C., 2. Subtotal (9)				Hrs.	\$
C., 3.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable C., 3. Subtotal (10)				Hrs.	\$
D., 1.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable D., 1. Subtotal (11)				Hrs.	\$

E., 1.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable E., 1. Subtotal (12)				Hrs.	\$
E., 2.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable E., 2. Subtotal (13)				Hrs.	\$
E., 3.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable E., 3. Subtotal (14)				Hrs.	\$
E., 4.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable E., 4. Subtotal (15)				Hrs.	\$
E., 5.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable E., 5. Subtotal (16)				Hrs.	\$
F., 1.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable F., 1. Subtotal (17)				Hrs.	\$
F., 2.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable F., 2. Subtotal (18)				Hrs.	\$
TOTAL HRS. NEEDED FOR ALL COST/HR. DELIVERABLES				Total Hrs.	
TOTAL COST FOR ALL COST/HR. DELIVERABLES					\$
Flat Fee Deliverables					
				Total \$, this SFY, for this Deliverable	
B., 2.					\$
B., 5.					\$
B., 6.					\$
D., 2.					\$
D., 3.					\$
TOTAL COST FOR ALL FLAT FEE DELIVERABLES					\$
GRAND TOTAL COST FOR ALL COST/HR. & FLAT FEE DELIVERABLES FOR SFY 06					
				\$	

SFY 07

Cost/Hr. Deliverables	Name	Position	Rate/Hr.	Hrs. Needed Per Deliverable	Total \$ this person, this SFY, this Deliverable
A., 1.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable A., 1. Subtotal (1)				Hrs.	\$
A., 2.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable A., 2. Subtotal (2)				Hrs.	\$
A., 3.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable A., 3. Subtotal (3)				Hrs.	\$
B., 1.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable B., 1. Subtotal (4)				Hrs.	\$
B., 3.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable B., 3. Subtotal (5)				Hrs.	\$
B., 4.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable B., 4. Subtotal (6)				Hrs.	\$
B., 7.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable B., 7. Subtotal (7)				Hrs.	\$
C., 1.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable C., 1. Subtotal (8)				Hrs.	\$
C., 2.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable C., 2. Subtotal (9)				Hrs.	\$
C., 3.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable C., 3. Subtotal (10)				Hrs.	\$
D., 1.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$

Deliverable D., 1. Subtotal (11)				Hrs.	\$
E., 1.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable E., 1. Subtotal (12)				Hrs.	\$
E., 2.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable E., 2. Subtotal (13)				Hrs.	\$
E., 3.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable E., 3. Subtotal (14)				Hrs.	\$
E., 4.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable E., 4. Subtotal (15)				Hrs.	\$
E., 5.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable E., 5. Subtotal (16)				Hrs.	\$
F., 1.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable F., 1. Subtotal (17)				Hrs.	\$
F., 2.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable F., 2. Subtotal (18)				Hrs.	\$
TOTAL HRS. NEEDED FOR ALL COST/HR. DELIVERABLES				Total Hrs.	
TOTAL COST FOR ALL COST/HR. DELIVERABLES					\$
Flat Fee Deliverables					
				Total \$, this SFY, for this Deliverable	
B., 2.				\$	
B., 5.				\$	
B., 6.				\$	
D., 2.				\$	
D., 3.				\$	
TOTAL COST FOR ALL FLAT FEE DELIVERABLES				\$	
GRAND TOTAL COST FOR ALL COST/HR. & FLAT FEE DELIVERABLES FOR SFY 07				\$	

SFY 08

Cost/Hr. Deliverables	Name	Position	Rate/Hr.	Hrs. Needed Per Deliverable	Total \$ this person, this SFY, this Deliverable
A., 1.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable A., 1. Subtotal (1)				Hrs.	\$
A., 2.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable A., 2. Subtotal (2)				Hrs.	\$
A., 3.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable A., 3. Subtotal (3)				Hrs.	\$
B., 1.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable B., 1. Subtotal (4)				Hrs.	\$
B., 3.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable B., 3. Subtotal (5)				Hrs.	\$
B., 4.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable B., 4. Subtotal (6)				Hrs.	\$
B., 7.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable B., 7. Subtotal (7)				Hrs.	\$
C., 1.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable C., 1. Subtotal (8)				Hrs.	\$
C., 2.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable C., 2. Subtotal (9)				Hrs.	\$
C., 3.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable C., 3. Subtotal (10)				Hrs.	\$
D., 1.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$

			\$	Hrs.	\$
Deliverable D., 1. Subtotal (11)				Hrs.	\$
E., 1.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable E., 1. Subtotal (12)				Hrs.	\$
E., 2.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable E., 2. Subtotal (13)				Hrs.	\$
E., 3.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable E., 3. Subtotal (14)				Hrs.	\$
E., 4.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable E., 4. Subtotal (15)				Hrs.	\$
E., 5.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable E., 5. Subtotal (16)				Hrs.	\$
F., 1.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable F., 1. Subtotal (17)				Hrs.	\$
F., 2.			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
			\$	Hrs.	\$
Deliverable F., 2. Subtotal (18)				Hrs.	\$
TOTAL HRS. NEEDED FOR ALL COST/HR. DELIVERABLES				Total Hrs.	
TOTAL COST FOR ALL COST/HR. DELIVERABLES					\$
Flat Fee Deliverables					
				Total \$, this SFY, for this Deliverable	
B., 2.				\$	
B., 5.				\$	
B., 6.				\$	
D., 2.				\$	
D., 3.				\$	
TOTAL COST FOR ALL FLAT FEE DELIVERABLES				\$	
GRAND TOTAL COST FOR ALL COST/HR. & FLAT FEE DELIVERABLES FOR SFY 08				\$	

ATTACHMENT D

RFP #: R-04-07-1036

REQUIRED VENDOR INFORMATION and CERTIFICATIONS

Purpose: The Ohio Department of Job and Family Services (ODJFS) requires the following information on vendors who submit proposals or bids in response to any ODJFS Requests for Proposals (RFPs) or Requests for Letterhead Bids (RLBs) in order to facilitate the development of the contract (or finalization of a purchase) with the selected vendor. ODJFS reserves the right to reject your proposal if you fail to provide this information fully, accurately, and by the deadline set by ODJFS. Further, some of this information (as identified below) **must** be provided in order for ODJFS to accept and consider your proposal\bid. **Failure to provide such required information will result in your proposal's immediate disqualification.**

Instructions: Provide the following information regarding the vendor submitting the proposal or bid. Vendors may either print this attachment, complete and sign it, or may provide the required information and certifications (each fully re-stated from this attachment) on their letterhead as the opening pages of their proposals. It is mandatory that the information provided is certified with an original signature (in blue ink, please) from a person with authority to represent the vendor. Provide your completed and signed information and certifications as the cover pages of the original proposal you submit to ODJFS.

NOTE: If the RFP\RLB specified a maximum page limit for vendor proposals\bids, the attachment of any required certifications or other documents in response to the following information requests will NOT be counted against that page limit.

Vendors must provide all information

1. ODJFS RFP #:	2. Proposal Due Date:
3. Vendor Name: (legal name of the vendor – person or organization – to whom contract\purchase payments would be made)	4. Vendor Federal Tax ID # or Social Security #: (this number MUST correspond with the name in Item # 3)
5. Vendor Corporate Address:	6. Vendor Remittance Address: (or “same” if same as Item # 5)
7. Print or type information on the vendor representative/contact person <u>authorized to answer questions on the proposal\bid</u>: Vendor Representative: Representative's Title: Address: Phone #: Fax #: E-Mail (if available):	
8. Print or type the name of the vendor representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual, provide the following information on each such representative and specify their function)</u>: Vendor Representative: Representative's Title: Address: Phone #: Fax #: E-Mail (if available):	

9. Is this vendor an Ohio certified MBE? Yes • No • If yes, attach a copy of current certification to proposal\bid.
(**IF** ODJFS has specified the RFP\RLB\purchase document as an opportunity open exclusively to Ohio Certified MBEs, then failure to attach a copy of current certification WILL RESULT IN DISQUALIFICATION. If the RFP\RLB specified a maximum page limit for proposals\bids, the attachment of certification is NOT counted against that page limit.)

10. Mandatory Vendor Certifications:

ODJFS may not enter into contracts with any vendors who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. All vendors responding to any ODJFS RFP\RLB or other purchase opportunity **MUST** certify that they are **NOT** ineligible by signing each of the three statements below. Failure to provide proper affirming signature on any of these statements will result in the disqualification of your proposal\bid.

I _____ (signature of representative shown in Item # 7, above) hereby certify and affirm that _____ (the submitting vendor shown in Item # 3, above), has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I _____ (signature of representative shown in Item #7, above) hereby certify and affirm that _____ (the submitting vendor shown in Item # 3, above), is not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23 which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I _____ (signature of representative shown in Item #7, above) hereby certify and affirm that _____ (the submitting vendor shown in Item # 3, above), either is not subject to a finding for recovery under ORC Section 9.24, or has taken appropriate remedial steps required under that statute, or otherwise qualifies under that section to enter into contracts with the State of Ohio.

12. I have read the ODJFS Model Contract attached to the RFP, and if awarded a contract, I will not ____ (or) I will ____ request changes to the standard language, and have marked the requested changes and returned the model document with this proposal for consideration by ODJFS. (If so, ODJFS will review those requested changes if you are the selected vendor. All requested changes to model contract language are subject to ODJFS approval.)

13. I _____, (vendor representative in Item # 7) hereby affirm that this proposal accurately represents the capabilities and qualifications of _____ (vendor's name), and I hereby affirm that the cost(s) bid to ODJFS for the performance of services and/or provision of goods covered in this proposal in response to the ODJFS RFP\RLB\other purchase opportunity is a firm fixed price, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal\bid.)

ATTACHMENT E

ODJFS RFP # R-04-07-1036

Ohio Department of Job and Family Services Proposed Redesign of the Ohio Home Care Program (Updated 5/24/04)

The Ohio Department of Job and Family Services (ODJFS) is committed to a redesign of the Ohio Home Care Program. *Our goals are to:*

- *Better target the needs of consumers;*
- *Control cost growth; and*
- *Meet federal cost-effectiveness requirements.*

To accomplish these ends, ODJFS conducted a series of Home Care Forums around Ohio last summer. Several preliminary proposals were discussed with consumers, providers and other key stakeholders, and many insightful comments and suggestions were received. As a result, the department concluded that essential to any proposal is our commitment to honor consumer demand for greater flexibility and self-direction, while at the same time pursuing our previously stated goals.

ODJFS' redesign of Ohio Home Care includes several key components. Among them are:

- Renewal of the Ohio Home Care Waiver effective through June 30, 2006. This will allow the program to continue with no programmatic changes at this time, but with additional waiver slots as approved in the state's biennial budget. It will also allow ample time to develop our proposed redesign of the Ohio Home Care Program. *(CMS approved the renewal application in March 2004)*
- Reengineering of Ohio's Core Plus benefit package (Medicaid state plan home health aide, nursing and skilled therapies) to serve only children and adults who are not eligible for, or cannot be enrolled in a home and community-based services waiver. As a precursor to this, ODJFS will also work with sister agencies to determine the number of affected consumers receiving Core services, as well as services through the MR/DD and Aging systems, and how these consumers will continue to receive such services. The department will also be ready to fold adults and children with an institutional level of care into the appropriate waiver, requiring amendment of the Ohio Home Care (0337) and Transitions (0383) waivers to seek additional slots to accommodate this change.
- Creation and staggered implementation of three new waivers:
 - Self-Directed Care Waiver to serve low and medium cost consumers with either a NF or hospital level of care
 - Community Resources Waiver to serve medium cost, high need consumers with either a NF or a hospital level of care
 - Subacute Community Waiver to serve high cost, high needs consumers with a hospital level of care.
- Expansion of the concept of consumer choice in ODJFS-administrated waivers, and introduction of a person-centered, self-directed care waiver.
 - Consumers in all ODJFS waivers will have access to all Medicaid state plan and optional state plan services, and will be able to participate in the development of their all services plan.
 - Consumers in the Community Resource and Subacute Community waivers will have their choice of providers, as well as the responsibility to approve provider timesheets; choose, train, direct and change providers; and establish a workable back-up plan for situations when the primary provider is unable to render services.
 - Specific to the Self-Directed Care Waiver, Ohio will also:
 - Allow consumers to be the employer of record (i.e., the consumer or his or her legally responsible relative assumes responsibility for the recruitment, training and dismissal of providers, day-to-day personnel management, and work scheduling), and establish provider rates up to the Medicaid ceiling;
 - Utilize financial management services to assist the family or consumer to manage and distribute funds contained in the individual budget

- Offer supports brokerage as a means to empower consumers to develop, implement and manage their own services and supports, and ultimately, their own lives. Supports brokerage offers practical skills training to enable families and consumers to remain independent. The function provides sufficient information to assure that consumers and their families understand the responsibilities involved with self-direction and assist in the development of effective back-up and emergency plans.
- As an alternative to the Self-Directed Care waiver, make application to the Robert Wood Johnson Foundation for a Cash and Counseling demonstration grant to serve consumers in an *1115 Independence Plus* waiver over a three-year period. Cash and Counseling would permit consumers to manage a flexible monthly allowance to pay for waiver services and disability-related goods and services. As part of the grant application, ODJFS requested additional funds to develop and pilot use of a magnetic strip card consumers could use to purchase disability-related goods and services. (*Cash and Counseling grant proposal was formally submitted on March 31, 2004*)
- Amendment of the Ohio Home Care waiver to continue serving consumers who do not meet the eligibility requirements of the other waivers (i.e., they are age 60 and over, or of any age and their service needs exceed that which is provided by the other waivers). This will allow eligible consumers access to needed waiver services until they can transfer into more appropriate, more cost-effective waivers.
- Development of new and/or amended statutes, policies and procedures, as appropriate, including, but not limited to delegated health-related activities (i.e., delegated nursing), requiring criminal background checks of all providers of services to ODJFS-administered waiver consumers, allowing consumers to establish provider rates of payment up to the Medicaid ceiling, enumerating monitoring and consumer incident reporting procedures.
- Relaxation of the prohibition against the provision of services by certain family members as a result of the current Ohio Home Care program definition of “family”. Specifically, ODJFS will develop a definition for the term “legally responsible family member” (i.e., a consumer’s spouse; mother or father; stepmother or stepfather; or legal guardian, as adjudicated in a court of law), and will propose that he or she be permitted to provide home care attendant services as an “independent home care attendant” under the Self-Directed Care Waiver.
- Replacement of the independent daily living aide and non-aide provider types with a single “independent home care attendant” provider type. This provider will deliver home care attendant services, and will be able to perform delegated health-related activities under the Self-Directed Care Waiver if all appropriate requirements are met. This provider will also be able to provide personal care services under the Community Resource and Subacute Community waivers, but will exclude legally responsible family members.
- Utilization of relocation services (that are part of Ohio’s Success Project) in the new waivers in order to facilitate the transition of consumers out of NFs and into ODJFS-administered waivers. Services will include provision of payment for such things as first and last month’s rent, utility deposits, housewares, furniture, etc. The addition of these services to the waivers will allow for increased FMAP, and will also increase the number of people served through the Success Project.
- Implementation of clinical protocols across all ODJFS-administered waivers that will strengthen and improve case management and care planning activities, and maximize the use of appropriate formal and informal consumer supports. Protocols will be tailored to each waiver, as appropriate, and at a minimum, will include specific case manager qualifications, caseload ratios and expectations for frequency of consumer contact. A case management RFP will be released in spring 2004, requiring increased program oversight of provider monitoring, case management and care planning practice, and program quality assurance and quality improvement.
- Implementation of an expanded quality management plan that defines continuous quality improvement activities for provider monitoring, and imposes annual criminal records checks for all independent providers of waiver services.
- Implementation of a higher standard of waiver eligibility, i.e., requiring specific degrees of functional disabilities, and hands-on assistance with activities of daily living (ADLs).
- Creation of a short-term, acute home care Medicaid state plan benefit for waiver and nonwaiver consumers that experience acute episodes. Specifically, 14 or more hours/week of nursing/PDN will be made available to consumers, as needed, after discharge from a hospital or NF, or when their condition changes. Waiver consumers, including those on waivers administered by sister agencies, will be able to access a maximum of 60 days of this service per year.
- Commitment to the concept that consumers will be assigned individual cost caps that are consistent with their needs, as identified through an individual assessment, and that assignment of the maximum cost ceiling associated with their particular

waiver is not automatic. To accomplish this, a methodology will be developed to predict and authorize individual cost caps within the maximum cost ceiling for each waiver. The methodology may include a review of actual claims paid and assessment information.

- Provision of home care attendant services and delegated health-related activities by legally responsible family members (i.e., a consumers' spouse; mother or father; step-mother or step-father; or legal guardian as adjudicated in a court of law). For this to be permissible,
 - the legally responsible family members must be an independent home care attendant, as approved by ODJFS, and meet all training and continuing education, reporting and accountability, and cost-effectiveness requirements;
 - the service must not be a function which the legally responsible family members would normally provide for the consumer without charge as a matter of course in the usual relationship among members of the nuclear family; and
 - The results of the person-centered planning process must be taken into account (i.e., when the needs and preferences of the consumer and his or her family are taken into account in developing the all services plan).

ODJFS' proposed implementation timeline is as follows:

- *Ohio Home Care Waiver (renewed 3/04)*
- *Contracted Case Management (target date for implementation of new contract 9/04)*
- *Transitions Waiver (target date for renewal submission 8/04, with 1/1/05 effective date)*
- *Reengineering of the Core Plus benefit (target date for implementation 1/05)*
- *Community Resource Waiver (target date for waiver application submission 8/04, with implementation 1/05)*
- *Sub-Acute Community Waiver (target date for waiver application submission 8/04, with implementation 1/05)*
- *Self-Directed Care Waiver (target date for implementation 1/06)*
- *Ohio Home Care Waiver (target date for implementation 7/06)*

ATTACHMENT F
Total Fiscal Year Cost Summary Sheet
Medicaid Delivery System Redesign
RFP#: R-04-07-1036

The vendor's **Grand Total Deliverable Cost** shall be determined by adding the Total Deliverable Costs for all SFYs (e.g., 05+06+07+08). Vendors may refer to Section 5.1, C. of the RFP to understand how this cost calculation is used to determine a vendor's final cost-per-quality point ratio.

SFY 05 TOTAL DELIVERABLE COST:	\$
SFY 06 TOTAL DELIVERABLE COST:	\$
SFY 07 TOTAL DELIVERABLE COST:	\$
SFY 08 TOTAL DELIVERABLE COST:	\$
GRAND TOTAL DELIVERABLE COST FOR THIS PROJECT: (Sum of SFYs 05+06+07+08)	\$

Affirmation: The **Grand Total Deliverable Cost** is firm for the duration of the proposed contract and renewal terms, and I, the undersigned, have authority to bind the contractor to the Cost Proposal.

Name (Signature) and Title

Date of Signature

ATTACHMENT G
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER (W-9) FORM

FOLLOWS HERE

Supplement 1

W-9 Form

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do NOT
send to the IRS.**

Please print or type

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. **See instructions on page 2 if your name has changed.**)

Business name (Sole proprietors see instructions on page 2.)

Please check appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** below.

Social security number								
				+				

OR

Employer identification number								
					+			

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

List account number(s) here (optional)

Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see **Part III instructions** on page 2.)

Sign Here

Signature ▶

Date ▶

Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get **Form SS-5**, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or **Form SS-4**, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

Note: Writing "Applied For" on the form means that you have already applied for a TIN **OR** that you intend to apply for one soon.

As soon as you receive your TIN, complete another Form W-9, include your TIN, sign and date the form, and give it to the requester.

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.— Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs.—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name.—If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, please enter your first name, the last name shown on your social security card, and your new last name.

Sole Proprietor.—You must enter your individual name. (Enter either your SSN or EIN in Part I.) You may also enter your business name or "doing business as" name on the business name line. Enter your name as shown on your social security card and business name as it was used to apply for your EIN on Form SS-4.

Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a sole proprietor, you may enter your SSN or EIN. Also see the chart on this page for further clarification of name and TIN combinations. If you do not have a TIN, follow the instructions under **How To Get a TIN** on page 1.

Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For a complete list of exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form. If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed **Form W-8**, Certificate of Foreign Status.

Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign.

1. Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts Considered Active During 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts Considered Inactive During 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real Estate Transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other Payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified of an incorrect TIN. Other payments include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services, payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, Cancellation of Debt, or IRA Contributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your

TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

SUPPLEMENTAL INFORMATION TRAILER

This page is the last page of supplemental information for this competitive document. If you received this trailer page, all supplemental information has been received.

Note: portions of the supplemental information provided may or may not contain page numbers. The total number of pages indicated on the cover page does not include the pages contained in this supplement.