

Bob Taft
Governor

Tom Hayes
Director



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

Dear Vendor:

This letter is to announce the release of the Ohio Department of Job and Family Services (ODJFS) Medical Technical Advisors (MTAs) Request for Letterhead Bids (RLB) # R-04-07-0072, for the purpose of obtaining qualified medical professionals interested in serving as MTAs to ODJFS. MTAs provide the clinical expertise necessary in the administration of Ohio's Medicaid Program in areas relating to prior authorization of health care services, drug utilization review, disability determination, and utilization review and management. ODJFS is seeking these professional services from currently licensed and credentialed professionals: Dentists, Orthodontists and/or Dental Surgeons (DDS), Physicians (Allopathic & Osteopathic), including, but not limited to, Internal Medicine, Pediatricians, Plastic Surgeons, General Surgeons, OB/GYN, Anesthesiologists and/or Pain Management Specialists, Podiatrists, Neuropsychiatrists, Psychologists Psy.D., Optometrists, Orthotist/Prosthetist, Nurse Anesthetists, Pharmacists (R.Ph. and/or Pharm.D.), Respiratory Therapists, Occupational, Speech and Hearing Therapists, Physical Therapists and a Biostatistician (Ph.D.). In accordance with the table located in Section VI of this RLB, ODJFS will contract with medical professionals in sufficient numbers for the efficient and effective operations of the Medicaid program. Only responses from licensed/credentialed professionals will be considered.

All work must be performed by selected vendors on site at the ODJFS Bureau of Plan Operations, located at 255 East Main Street, Columbus, OH 43215 between the building access hours of 6:00 a.m. -7:00 p.m., Monday through Friday.

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 RLB 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 RLB Number *R-04-07-0072*; 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 Contract Administration
Ohio Department of Job and Family Services
30 East Broad Street, 32nd 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 RLB. Thank you for your attention to this request.

Sincerely,

Thomas J. Hayes
Director



**Ohio Department of Job and Family Services
Request for Letterhead Bids
R-04-07-0072
For Medical Technical Advisors**

I. Purpose:

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Letterhead Bids (RLB) to receive responses from qualified medical professionals interested in serving as Medical Technical Advisors (MTAs) to ODJFS. MTAs provide the clinical expertise necessary in the administration of Ohio's Medicaid Program in areas relating to prior authorization of health care services, drug utilization review, disability determination, and utilization review and management. ODJFS is seeking these professional services from currently licensed and credentialed professionals: Dentists, Orthodontists and/or Dental Surgeons (DDS), Physicians (Allopathic & Osteopathic), including, but not limited to, Internal Medicine, Pediatricians, Plastic Surgeons, General Surgeons, OB/GYN, Anesthesiologists and/or Pain Management Specialists, Podiatrists, Neuropsychiatrists, Psychologists Psy.D., Optometrists, Orthotist/Prosthetist, Nurse Anesthetists, Pharmacists (R.Ph. and/or Pharm.D.), Respiratory Therapists, Occupational, Speech and Hearing Therapists, Physical Therapists and a Biostatistician (Ph.D.). In accordance with the table located in Section VI of this RLB, ODJFS will contract with medical professionals in sufficient numbers for the efficient and effective operations of the Medicaid program. Only responses from licensed/credentialed professionals will be considered.

All work must be performed by selected vendors on site at the ODJFS, Bureau of Plan Operations, located at 255 East Main Street, Columbus, OH 43215 between the building access hours of 6:00 a.m. - 7:00 p.m., Monday through Friday.

The contract period is from approximately August 2003 (subject to State Controlling Board review) through June 30, 2005 to continue the coordination and maintenance of established comprehensive medical review programs. At the sole discretion of ODJFS and upon approval of funds by the State Controlling Board where required, one (1) optional one-year extension may be utilized to extend the contract through June 30, 2006 (SFY 06). Since state law prohibits ODJFS from making financial commitments beyond the fiscal biennium, the renewal contract with the selected vendor will be subject to all required contract and funding approvals. Renewal is contingent upon the availability of funds, continuation of the project and satisfactory performance of the vendor, as determined by ODJFS.

II. Issuing Office

This Request for Letterhead Bid (RLB) document is released by, and the subsequent contracts will be with

ODJFS. The Office of Ohio Health Plans, Bureau of Plan Operations, will be responsible for daily contract management.

The contracts expected to result from this RLB 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 RLB 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 RLB, the receipt of vendor responses/proposals, the evaluation of those proposals, contractor selection, or in the development or execution of the contract. There are no provisions for any communications regarding this RLB; interested vendors are to comply with **Section XVI, Communications Prohibited**, of this RLB. Vendor proposals must be submitted to ODJFS in strict accordance with proposal submission instructions provided in **Section IV, Submission Information**. Vendors are cautioned that communication attempts which disregard the communications prohibition will not be answered (and could result in the disqualification of the vendor), and that ODJFS will not consider any proposals submitted to any address other than the one provided in Section IV of this RLB.

III. Anticipated Procurement Timetable

5/28/03	ODJFS Releases RLB to Potential Vendors on DAS Web Site; - RFP becomes active, for consideration by qualified potential vendors
6/18/03	Deadline for Vendors to Submit Responses to ODJFS (3 p.m.) - this is the proposal opening date, beginning the ODJFS process of proposal review
6/30/03	ODJFS Issues Contract Award Notification Letters (estimated) - vendors who submitted responses to this RLB will be sent letters stating whether they were accepted for award of contract
8/18/03	Controlling Board Review (estimated). - depending upon contract dollar amount & other factors, some MTA contracts may require review and approval by State Controlling Board

<p>8/01/03 - (if not subject to CB approval) - or - 9/01/03 - (if subject to CB) - through 6/30/05</p>	<p>Contract term (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, and have a set expiration date.</p> <p>(a renewal term of 7/01/05 to 6/30/06 is possible contingent upon contractor performance, funding availability, and contract approvals, and at the sole discretion of ODJFS)</p>
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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.

IV. Submission Information:

Organizations, companies, firms, or individuals who are interested in submitting responses (also called ‘proposals’) must make their submission not later than **3:00 p.m. local time on Wednesday, June 18, 2003. Facsimile and electronic submissions will not be accepted.** Interested vendors must submit five copies (one signed original unbound copy and four bound copies) of the proposal in an envelope/package labeled as follows:

**PROPOSAL ENCLOSED FOR THE ODJFS
MEDICAL TECHNICAL ADVISORS RLB
#: R-04-07-0072 FROM [VENDOR’S NAME]
for [Medical Specialty Offered (i.e., Dentist)].**

Proposals must be addressed to:

**Office of Contract Administration
Ohio Department of Job & Family Services
30 East Broad Street, 32nd floor
Columbus, Ohio 43215-3414**

All submissions must be received, complete, at the above address, via mail or hand delivery by the above date and time. Materials received after the date and time as stated above will not be included in any previous submissions, nor will they be considered. **DAS WILL NOT ACCEPT PROPOSALS FOR THIS RLB PROJECT. ODJFS is not responsible for proposals incorrectly addressed or for proposals delivered to any ODJFS location other than the address specified above.** No confirmation of mailed proposals will be provided.

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 32nd floor. All proposals delivered on the due date will be accepted at the **South Conference Room on 32nd floor of the Rhodes SOT** (address as provided above).

V. Background

ODJFS is the single state agency responsible for the operation and management of Ohio's Medicaid Program. The Bureau of Plan Operations (BPO) is responsible for the adjudication and payment of claims for Medicaid and Disability Medical Assistance covered services. As part of this adjudication and payment process, BPO actively undertakes the review of clinical/medical cases when determination of medical necessity (OAC 5101:3-1) is required for the purposes of prior authorization of health care services, special review, utilization review, and medical coverage due to physical or mental disability. These highly specialized clinical reviews are services typically performed by MTAs under contract with ODJFS. These contracts provide ODJFS with a breadth and depth of professional expertise, which in turn, enhances ODJFS' and BPO's ability to effectively operate the Medicaid program. During these times of increased fiscal constraint, it is of even greater importance that ODJFS work with clinical professionals who can efficiently and effectively assist state staff in the administration of the Medicaid program in order to better serve Ohioans in need.

The majority of MTA contractors will work with the following functional sections of BPO:

- The Medical Operations Section (MOS) utilizes the services of MTAs to assist in both medical necessity reviews for prior authorizations and disability determination reviews in accordance with Ohio Administrative Code (OAC) Chapter 5101:3-1 (Medical Necessity), OAC 5101:3-1-31 (Prior Authorization) and OAC 5101:3-39 (Disability Determination).
- The Surveillance and Utilization Review Section (SURS) is responsible for program integrity and drug utilization programs, and utilizes the services of MTAs to assist in the conducting of provider and utilization reviews after services have been rendered as part of its program integrity requirements found at OAC Chapter 5101:3-1. MTAs also support the department's decisions in appeal proceedings, provide consultation and feedback on policy and procedures pertaining to payment and/or program eligibility decisions based upon medical review, and provide technical assistance in their area of expertise when appropriate. **All work will be performed onsite at BPO's offices located at 255 East Main Street, Columbus, OH 434215, during building access hours of 6:00 a.m. -7:00 p.m., Monday through Friday.**

VI. Scope of Work:

A. Work Required by Discipline:

The following is a synopsis of the scope of work expected, according to each discipline or contractor's area of expertise.

PHYSICIAN SERVICES

Physician services for this contract period are needed for the three functions of: 1) disability determination reviews; 2) utilization reviews; and 3) special committee activities. ODJFS seeks respondents who have training and expertise in the allopathic and osteopathic medical. Physicians responding to this RLB may express their preference for one or more of these functions, but final work assignments for the selected physicians will be at the sole discretion of ODJFS, and will be based primarily upon greatest vendor qualifications and coverage of ODJFS need. In all cases, selected physician MTAs may be required to assist in the development of documents for, and participate in, the fair hearing process. In addition, MTAs may be asked to provide technical expertise in the development of health plan policy, and staff/provider/consumer outreach and education.

Disability Determination Reviews	Utilization Review	Special Committee
<p>Medicaid consumers submit medical records and related clinical documentation to ODJFS via their County Department of Job and Family Services (CDJFS) for the determination of the existence of a disabling health condition. ODJFS staff review this information to determine whether the medical information supports a consumer=s allegation of disability. MTAs evaluate submitted clinical and other information against disability determination guidelines developed by the Social Security Administration (20 CFR 416.901-998) when no disabling condition is initially found to exist. Additionally, for those consumers who do not have medical documentation to support a claim of disability, the MTA prepares a summary of his/her review for use in a fair hearing. This summary includes a detailed explanation of why the documentation submitted fails to support an allegation of disability. MTAs may also be required to assist in the fair hearing process from the worksite via telephone with the consumer and his/her legal representative and a hearing officer.</p>	<p>MTAs are required to review medical records and any related documentation (selected by ODJFS) to help determine the medical necessity (OAC 5101:3-1) and/or medical appropriateness of services provided by Medicaid health care providers. MTAs review services based upon diagnosis and the need for health care services using readily accepted community and/or professional standards of care. (Also see Pharmacy Services.)</p>	<p>MTAs meet every 4-6 weeks for approximately 2 hours with staff from ODJFS to review requests for services not normally covered by the Medicaid program. MTAs will review medical records and related documentation to determine the medical necessity (OAC 5101:3-1) for such services, taking into account accepted community and/or professional standards, the failure of stepwise, progressive treatment for the illness or condition, the relative chances of success of the treatment or procedure and the cost/benefit to the Medicaid program.</p>

DENTAL SERVICES

Dental services for this contract period are needed for the two functions of 1) prior authorization and 2) utilization review. ODJFS seeks respondents who have training *and* expertise in orthodontics, general dentistry and dental surgery. Dentists responding to this RLB may express their preference for one of these functions, but final work assignments for the selected dentists will be at the sole discretion of ODJFS, and will be based primarily upon greatest vendor qualifications and coverage of ODJFS need. In all cases, selected dental MTAs may be required to assist in the development of documents for, and participate in, the fair hearing process. In addition, MTAs may be asked to provide technical expertise in the development of health plan policy, and staff/provider/consumer outreach and education.

Prior Authorization	Utilization Review
MTAs are required to review clinical documentation (e.g. radiographs, schematic designs, pictures, plans of care), accompanying requests for prior authorization for dental services covered by the Medicaid fee-for-service program. The reviews are to be conducted in accordance with the Ohio Administrative Code for Medical Necessity (OAC 5101:3-1) as well as ODJFS set guidelines. In addition to reviewing the requested services for medical necessity (OAC 5101:3-1) and in accordance with ODJFS set guidelines, the MTA will be required to price the service/procedure code being requested, if it is not an established price on the Medicaid Fee Schedule, based upon the documentation of the services to be rendered.	MTAs are required to review dental and medical records and any related documentation (selected by ODJFS) to help determine the medical necessity (OAC 5101:3-1) and/or medical appropriateness of dental services provided by Medicaid providers. MTAs review services based upon diagnosis and the need for health care services using readily accepted community and/or professional standards of care.

PSYCHOLOGY & PSYCHIATRIC SERVICES

Psychology/psychiatric services for this contract period are needed for the two functions of 1) disability determination and 2) utilization review. Psychologists and neuropsychiatrists responding to this RLB may express their preference for one of these functions, but final work assignments for the selected professionals will be at the sole discretion of ODJFS, and will be based primarily upon greatest vendor qualifications and coverage of ODJFS need. In all cases, selected MTAs may be required to assist in the development of documents for, and participate in, the fair hearing process. In addition, MTAs may be asked to provide technical expertise in the development of health plan policy, and staff/provider/consumer outreach and education.

Disability Determination Services	Utilization Review
<p>Medicaid consumers submit medical records and related clinical documentation to ODJFS via their County Department of Job and Family Services (CDJFS) for the determination of the existence of a disabling health condition. MTAs evaluate submitted clinical and other information against disability determination guidelines developed by the Social Security Administration (20CFR416.901-998) when no disabling condition is initially found to exist. Additionally, for those consumers who do not have medical/clinical documentation to support a claim of disability, the MTA prepares a summary of his/her review for use in a fair hearing. This summary includes a detailed explanation of why the documentation submitted fails to support an allegation of mental disability. The MTA may also be required to assist in the fair hearing process from the worksite via telephone with the consumer and his/her legal representative and a hearing officer.</p>	<p>MTAs are required to review medical records and any related documentation (selected by ODJFS) to help determine the medical necessity (OAC 5101:3-1) and/or medical appropriateness of services, supplies and/or equipment provided by Medicaid health care providers. MTAs review services based upon diagnosis and the need for health care services using readily accepted community and/or professional standards of care.</p>

PODIATRIC SERVICES

Podiatric services for this contract period are needed for the two functions of 1) prior authorizations and 2) utilization review. Podiatrists responding to this RLB may express their preference for one of these functions, but final work assignments for the selected professionals will be at the sole discretion of ODJFS, and will be based primarily upon greatest vendor qualifications and coverage of ODJFS need. In all cases, selected MTAs may be required to assist in the development of documents for, and participate in, the fair hearing process. In addition, MTAs may be asked to provide technical expertise in the development of health plan policy, and staff/provider/consumer outreach and education.

Prior Authorizations	Utilization Review
<p>MTAs are required to review clinical documentation that may accompany requests for prior authorization for podiatric services. The reviews are conducted in accordance with the Ohio Administrative Code for Prior Authorization and Medical Necessity (OAC 5101:3-1). In addition to reviewing for the medical necessity (OAC 5101:3-1) of the service being requested, the MTA is expected to price the service/procedure code being requested, if it is not an established price on the Medicaid Fee Schedule, based upon the documentation of the service(s) to be rendered.</p>	<p>MTAs are required to review medical records and any related documentation (selected by ODJFS) to help determine the medical necessity (OAC 5101:3-1) and/or medical appropriateness of podiatric services provided by Medicaid providers. MTAs review services based upon diagnosis and the need for health care services using readily accepted community and/or professional standards of care.</p>

OPHTHALMOLOGIC & OPTOMETRIC SERVICES

Ophthalmologic and Optometric services are needed for this contract period for the two functions of 1) prior authorizations and 2) utilization review. Ophthalmologists and Optometrists responding to this RLB may express their preference for one of these functions, but final work assignments for the selected professionals will be at the sole discretion of ODJFS, and will be based primarily upon greatest vendor qualifications and coverage of ODJFS need. In all cases, selected MTAs may be required to assist in the development of documents for, and participate in, the fair hearing process. In addition, MTAs may be asked to provide technical expertise in the development of health plan policy, and staff/provider/consumer outreach and education.

Prior Authorizations	Utilization Review
<p>MTAs are required to review clinical documentation that may accompany requests for prior authorization for vision services. The reviews are to be conducted in accordance with the Ohio Administrative Code for Prior Authorization and Medical Necessity at OAC 5101:3-1. In addition to reviewing for the medical necessity (OAC 5101:3-1) of the service being requested, MTAs are expected to price the service/procedure code being requested, if it is not an established price on the Medicaid Fee Schedule, based upon the documentation of the service(s) to be rendered.</p>	<p>MTAs are required to review medical records and any related documentation (selected by ODJFS) to help determine the medical necessity (OAC 5101:3-1) and/or medical appropriateness of vision services provided by Medicaid providers. MTAs review services based upon diagnosis and the need for health care services using readily accepted community and/or professional standards of care.</p>

THERAPY AND ANCILLARY CLINICIANS

Therapy and other ancillary services in Occupational, Speech and Hearing Therapy, Respiratory Therapy, Physical Therapy and Orthotics/Prosthetics are needed for this contract period for the two functions of 1) prior authorizations and 2) utilization review. Clinicians responding to this RLB may express their preference for one of these functions, but final work assignments for the selected professionals will be at the sole discretion of ODJFS, and will be based primarily upon greatest vendor qualifications and coverage of ODJFS need. In all cases, selected MTAs may be required to assist in the development of documents for, and participate in, the fair hearing process. In addition, MTAs may be asked to provide technical expertise in the development of health plan policy, and staff/provider/consumer outreach and education.

Prior Authorizations	Utilization Review
<p>MTAs are required to review clinical documentation that may accompany requests for prior authorization for durable medical equipment, supplies and/or ancillary health care services. The reviews are to be conducted in accordance with the Ohio Administrative Code for Prior Authorization and Medical Necessity at OAC 5101:3-1. In addition to reviewing for the medical necessity (OAC 5101:3-1) of the service being requested, MTAs are expected to price the code being requested, if it is not an established price on the Medicaid Fee Schedule, based upon the documentation of the service(s) to be rendered.</p>	<p>MTAs are required to review medical records and any related documentation (selected by ODJFS) to help determine the medical necessity (OAC 5101:3-1) and/or medical appropriateness of ancillary medical services and/or durable medical equipment and/or supplies provided by Medicaid providers. MTAs review services based upon diagnosis and the need for health care services using readily accepted community and/or professional standards of care.</p>

NURSE ANESTHETIST

Nurse Anesthetist services for this contract period are being requested for performance of prior authorization functions. Selected Nurse Anesthetist MTAs may be required to assist in the development of documents for, and participate in, the fair hearing process. In addition, MTAs may be asked to provide technical expertise in the development of health plan policy, and staff/provider/consumer outreach and education.

Prior Authorizations
<p>MTAs are required to review clinical documentation that may accompany requests for prior authorization for durable medical equipment, supplies and/or ancillary health care services. The reviews are to be conducted in accordance with the Ohio Administrative Code for Prior Authorization and Medical Necessity at OAC 5101:3-1. In addition to reviewing for the medical necessity (OAC 5101:3-1) of the service being requested, MTAs are expected to price the code being requested, if it is not an established price on the Medicaid Fee Schedule, based upon the documentation of the service(s) to be rendered. The Nurse Anesthetist may also manually price claims for anesthesia services.</p>

PHARMACY SERVICES

Pharmacy consultative services are needed for this contract period for the three functions of 1) utilization review - Primary Alternative Care and Treatment Program (PACT); 2) utilization review – Drug Utilization Review (DUR); and 3) DUR Committee activities. Pharmacists responding to this RLB may express their preference for one or more of these functions, but final work assignments for the selected professionals will be at the sole discretion of ODJFS, and will be based primarily upon greatest vendor qualifications and coverage of ODJFS need. In all cases, selected pharmacy MTAs may be required to assist in the development of documents for, and participate in, the fair hearing process. In addition, MTAs may be asked to provide technical expertise in the development of health plan policy, and staff/provider/consumer outreach and education.

Utilization Review-PACT	Utilization Review—DUR	DUR Committee
<p>SURS utilizes the services of a pharmacy MTA in the review of identified durable medical equipment suppliers, pharmacy providers, prescribing practitioners and Medicaid consumers identified for potential enrollment in the Primary Alternative Care and Treatment Program (PACT) and to review use of pharmacy services of consumers actively enrolled in PACT.</p> <p>Reviews can be undertaken for the purpose of determining the medical necessity (OAC 5101:3-1) and/or legitimacy of provided health care services, educational outreach and/or corrective action. Reviews for medical necessity (OAC 5101:3-1)/legitimacy can result in monetary findings being taken.</p> <p>The MTA will also assist in the review of prescribing practitioners who have been identified as having prescribing practices outside the norm. The review may include review for therapy problems and recommendations for intervention/correction. The review may identify over-utilization, therapeutic duplication and/or drug-to-drug interactions. The time required for each review is dependent upon the number of patients reviewed for each provider. As a benchmark, a focused review of a provider includes reviewing records for 8-10 patients.</p>	<p>The selected pharmacy MTA assists in the direction of the Ohio DUR program, a provider oriented, educational out-reach program designed to alert physicians and pharmacists on inappropriate or medically unnecessary pharmacological care. The purpose of the program is to safeguard the health of Medicaid recipients, to assess the appropriateness of drug therapy and to reduce the frequency of fraud, abuse and gross overuse.</p> <p>The MTA also chairs the DUR Committee and:</p> <ul style="list-style-type: none"> * Leads committee discussions; *Reviews and analyzes recipients= medial history profile for specific drug therapy problems; *Creates all profile letters, physician response forms and follow-up letters; *Reviews and responds to provider responses; * Reports RetroDUR activities to the DUR Board quarterly; *Researches literature, prepares and updates therapeutic exception criteria annually; *Researches and prepares treatment guidelines; * Prepares educational materials (Bulletins, Newsletters); * Coordinates with the SURS Technical Services Unit on profile screens and appropriateness of therapeutic criteria; *Ensures compliance with OBRA-90 requirements. 	<p>Retrospective DUR (RetroDUR) involves evaluating patterns of drug therapy either concurrent with therapy or after a patient has completed therapy. Interventions may be necessary in specific cases and may be in the form of letters, newsletters, bulletins or medical literature to providers and/or recipients or a phone call from the MTA. The RetroDUR intervention program is aimed at patients that are at risk of drug induced illness, potential drug over-utilization issues and the monitoring of physicians prescribing activities.</p> <p>Committee members are expected to:</p> <ul style="list-style-type: none"> * Meet in Columbus at 9:00 the first Tuesday of every month for approximately 2-3 hours. * Review recipient drug history profiles for specific drug therapy problems.*Identify and recommend appropriate letter intervention. *Recommend therapeutic exception criteria adjustments. * Suggest revisions to the provider letter and response form. *Review and recommend changes to Newsletter. *Conduct re-reviews to calculate cost savings.

BIOSTATISTICIAN

The Surveillance and Utilization Review Section (SURS) is responsible for assuring the integrity of services provided and paid for by the Medicaid program. This Section performs reviews of claims paid by the program to determine the necessity, legitimacy and accuracy of the claim and its payment. To do this, the Section maintains a computer system that performs statistical analyses of claims paid by the Medicaid program. Providers whose claim profiles exceed normative standards are selected for limited or full scope reviews. Claims are selected for review utilizing standard statistical sampling methods. For this contract period, SURS is seeking the services of a biostatistician to perform the following duties:

- 1) Review reports and spreadsheet programs utilized by SURS to profile providers and/or consumer's utilization/billing practices to verify the accuracy and appropriateness of the mathematical and statistical methods utilized in this reports. This includes a review of reports being developed in SURS newly developed Decision Support System (DSS).
- 2) Review SURS' Case Review Procedures Manual and recommend revisions to this manual used by staff involved in program integrity reviews of Medicaid providers. Specifically, the biostatistician will review and recommend any revisions or updates to the statistical sampling methods currently used by SURS.
- 3) Provide consultation to other areas of the Department engaged in studies requiring simple or complex statistical analyses.
- 4) Testify in state hearings when necessary to provide expert testimony regarding the statistical sampling methods utilized by SURS in the performance of program integrity reviews

Requirements for bidders include doctoral leveling training in statistics and/or biostatistics and publication in their field of endeavor. Preference will be given to bidders currently affiliated with a college or university.

B. Work hours and location:

All work will be performed onsite at BPO=s offices located at 255 East Main Street, Columbus, OH 434215, during building access hours of 6:00 a.m. to 7:00 p.m., Monday through Friday.

C. Professional Resources Needed and Hourly Reimbursement:

ODJFS seeks, and intends to contract with not more than the following number of each of the medical professionals identified below, and up to the corresponding hourly rate:

<u>No. Expertise Sought</u>	<u>Hourly Rate</u>
(1) Anesthesiologist/Pain Mgt.	\$59.54
(1) Biostatistician	\$98.54
(4) Dentists	\$43.42
(8) DUR Pharmacists	Set Deliverable
(12) GP/Internal Medicine, MD	\$59.54
(1) Internal Medicine, DO	\$59.54
(1) Neuropsychiatrist	\$59.54
(1) Nurse Anesthetist	\$29.12
(1) OB/GYN	\$59.54
(1) Occupational Therapist	\$39.36
(1) Ophthalmologist/Optomtrist	\$43.42
(1) Orthodontist	\$43.42
(2) Orthotist/Prosthetists	\$39.36
(1) Pediatricians	\$59.54
(1) Physical Therapist	\$39.36
(1) Plastic Surgeon	\$59.54
(1) Podiatrist	\$43.42
(3) Psychologists	\$52.52
(2) Registered Pharmacists	\$43.42
(2) Respiratory Therapists	\$39.36
(1) Speech/Hearing Therapist	\$39.36

ODJFS reserves the right to consider in its selection process the number of hours qualified vendors offer to make available to ODJFS per month. If the availability of qualified vendors make it feasible to ODJFS to offer fewer contracts for a given MTA discipline than indicated in the above list, ODJFS may, at its sole discretion opt to do so. ODJFS reserves the right to meet its coverage needs by offering the fewest contracts possible. Also, if the availability of qualified vendors make it necessary for ODJFS to offer more contracts for a given MTA discipline than indicated in the above list, ODJFS may, at its sole discretion opt to do so, to ensure sufficient coverage for the volume of work expected. Any decision to adjust the number of contracts offered will be based on ODJFS expectations of work volume, quality of responses submitted by vendors, the available number of hours offered by qualified vendors, and is at the sole discretion of ODJFS.

VII. Qualifications

Only those vendors who are appropriately licensed and/or credentialed professionals may submit proposals in response to this RLB. Vendors must describe how they are qualified to conduct the work described above. **Proposals must indicate how the vendor meets all professional qualifications listed in Section IX, Scoring of Vendor Submissions, in order to receive appropriate consideration.** References from professional organizations and associations are to be included, and other supporting documents may also be submitted. Any interested Ohio Licensed Medical Professional or appropriately Ohio Credentialed Medical professional may submit a response to this RLB.

VIII. Format of Submission:

The proposal must be prepared in accordance with instructions given in this section of the RLB, and be submitted in accordance with instructions found in Section IV, Submission Information. Vendors must submit, at minimum, the following requirements, in the following order:

1. Cover letter containing:
 - A statement identifying the vendor's discipline;
 - Description of qualifications to demonstrate ability to do the job; and
 - Number of hours available to ODJFS per month..
2. References from professional organizations and associations;
3. A copy of Curriculum Vitae;
4. Copy of license/credentials;
5. Completed W-9, Request for Taxpayer Identification Form (Original signed in BLUE ink);
6. Completed EEO & Supplemental Contract Information Form;

NOTE – both forms number 5 and 6 are provided by ODJFS as attachments to this RLB.

Vendors are strongly encouraged to review the Proposal Score Sheet (Attachment D to this RLB), to evaluate their proposals for compliance, completeness, and quality, before submitting them to ODJFS.

IX. Scoring of Vendor Submission:

Proposals must be received, complete, at the appropriate ODJFS address before the stated deadline for submission to be considered initially qualified for consideration. A Proposal Review Committee (PRC) consisting of ODJFS staff will read all such initially qualified responses, sorted by discipline, and score them according to the Proposal Score Sheet (Attachment D. to this RLB). Selection recommendations will be made by the PRC separately for each discipline. Reviewers will read each proposal individually, and through committee discussion, the PRC will evaluate and score each based on score sheet criteria. Through consensus, the PRC will determine a final score for each.

Using those scores representing the quality of vendors' responses, the PRC will then make recommendations to the Director of ODJFS for award of the contracts. Those recommendations may be made based on vendor proposal scores, ODJFS expectations of work volume, and the available number of hours offered by qualified vendors. If the availability of qualified vendors makes it feasible to ODJFS to offer fewer contracts for a given MTA discipline, or make it necessary to offer more, than indicated in the list provided in Section VI of this RLB, ODJFS may, at its sole discretion opt to do so in order to ensure both efficient management of the work projects, and adequate MTA coverage for the volume and type of work expected. ODJFS reserves the right to meet its coverage needs by offering the fewest contracts possible.

Vendors responding to this RLB will have their responses evaluated and scored based upon the following criteria:

1. Board Certification (if applicable) (5 Points)
2. Vendor has a current/active practice (10 Points)
3. Experience with the Medicaid program (10 Points)
4. Experience with/ participation in fair hearing process (15 Points)
5. Participation with any kind of independent medical review (10 Points)
6. Participation in DUR, MUR, or peer review activities (10 Points)
7. References from professional organizations or associations (15 Points) Experience
8. Experience reviewing patient clinical records and making medical determinations relative to requests for coverage of services under any public or private health insurance program. (15 Points)
9. Experience reviewing patient clinical records and making recommendations about the clinical evidence substantiating the allegation of disability. (8 Points)
10. Experience reviewing health care claims prior to payment processing to determine both medical necessity (OAC 5101:3-1) and payment level. (8 Points)
11. Experience in the development of program policy: (6 Points total, 2 Points for each sub-area):
 - a. Service utilization methodology (2 Points)
 - b. Cost-saving approaches relative to various components of a health care program (2 Points)
 - c. Cost-saving approaches relative to various components of a disability determination program (2 Points)
12. Experience participating on any of the following Medicaid committee(s) or similar committee with any public or private health insurer: (6 Points total, 2 Points for each sub area):
 - a. Special Review Committee (2 points)
 - b. Task Force for Children and Adults with special needs (2 Points)
 - c. Ad Hoc committees (2 Points)
13. Current affiliation with College or University in field of expertise (5 points)

X. Health Insurance Portability & Accessibility Act (HIPAA) Business Associate 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.

XI. Required State Contract Information

Using the “EEO and Supplemental Contracts Information Form” provided as **Attachment C**. to this RLB, all vendor proposals must either list any current state contracts the vendor has with State of Ohio agencies, or state explicitly that the vendor has no such current contracts. The list must indicate the purpose of the contract (if any), the amount of the contract, the time period covered by the contract, and the percent of the project completed. This form is to be completed and returned as a component of the vendor proposal. (Form instructions: Complete Question #1 with information on all vendor employees; if the vendor is an individual, Q1 may be skipped. For Q 2, vendor is to provide specified information on all current contracts with state agencies, **OR** state that no such contracts are currently in place. For Q3, identify subcontractors vendor proposes to utilize, if any, to perform any project functions, if selected for contract award. For Q 4, provide state agency contract information regarding any subcontractors.) If this RLB specifies a proposals page limit, this document will not be counted.

XII. Trade Secrets Prohibition / Public Information Disclaimer

Vendors are prohibited from including any trade secret information as defined in ORC 1333.61 in their proposals in response to any ODJFS Requests for Proposals (RFPs), Requests for Letterhead Bids (RLBs) or other procurement efforts. ODJFS shall consider all proposals voluntarily submitted in response to any ODJFS RFP/RLB 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 Aproposal@ 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.

XIII. Contractual Requirements

Any contract resulting from the issuance of this solicitation is subject to the terms and conditions as provided in the model contract, which is available upon request. All work must be done on site (255 E. Main St.) between the hours of 6:00 a.m. - 7:00 p.m. local time. Potential vendors are strongly encouraged to download and read a copy of the model contract (provided as **Attachment A**. to this RLB) to be fully aware of ODJFS contractual requirements.

XIV. Ethical and Conflict of Interest Requirements

1. No contractor or individual, company or organization seeking a contract shall promise or give to any ODJFS employee 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.
2. No contractor or individual, company or organization seeking a contract shall solicit any ODJFS employee to violate any of the conduct requirements for employees.
3. 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 Ohio Revised Code is subject to termination of the contract or refusal by ODJFS to enter into a contract.
4. ODJFS employees and contractors who violate Sections 102.03, 102.04 2921.42 or 2921.43 of the Ohio Revised Code may be prosecuted for criminal violations.

XV. Other Requirements

ODJFS is under no obligation to issue any or all of the planned contracts 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 reserves the right to not select any vendor should ODJFS decide not to proceed with the project. ODJFS also reserves the right to select some of the vendors described in this RLB, if the agency decides to proceed with only a portion of the project work described in this RLB.

ODJFS may select a contractor for fewer hours than the contractor has offered to provide.

No ODJFS staff currently involved with the work described in this RLB will provide references.

Costs incurred in the preparation of this proposal are to be borne by the bidder, and ODJFS will not contribute in any way to the costs of the preparation.

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.

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

XVI. Communications Prohibited

From the issuance date of the RLB, until a contract is awarded to a contractor, there may be no communications concerning the RLB between any interested potential vendor 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 RLB or the vendor selection process.

The only exceptions to this prohibition are as follows:

- 1) Any Public Information Request made through the ODJFS Office of Legal Services;
- 2) As part of an interview necessary for ODJFS to make a decision regarding further procurement activities;
- 3) If it becomes necessary to revise any part of this RLB, revisions will be posted on the DAS web page dedicated to this RLB; and
- 4) As necessary, in the case of any pre-existing business relationship between ODJFS and any vendor who could potentially respond to this RLB, in order to conduct and perform current business.

Responses submitted by a vendor who attempts any communications prohibited by this Section may be disqualified by ODJFS from consideration for award of the contract. ODJFS is not responsible for the accuracy of any information regarding this RLB that was obtained or gathered through a source other than this RLB.

XVII. Protests

Any potential, or actual, vendor objecting to the award of a contract resulting from the issuance of this solicitation 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:

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

- f. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
2. A timely protest shall be considered by ODJFS, if it is received by ODJFS= Office of Legal Services, within the following periods:
 - a. 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 4:00 p.m. the closing date for receipt of proposals, as established in Section III, Anticipated Procurement Timetable, of this RLB.
 - b. 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 Letters of Intent to Award the contracts.
3. 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=s Office of Legal Services after the time periods set forth in Item #2 of this section.
4. 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 43215-3414
5. 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.
6. ODJFS=s 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.

XVIII. ATTACHMENTS

- A. - ODJFS Model Contract** *(Provided for vendor reference only - not to be completed or signed.)*
- B. - Request for Taxpayer Identification Form W-9** *(Vendors are to return completed forms, signed in BLUE ink, with their proposal – one signed original with the original proposal, plus a photocopy attached to each of the four required copies.)*

C. - EEO & Supplemental Contract Information *(Vendor are to complete & return with vendor proposal package, one copy with the original and each of the four copies.)*

D. – Vendor Proposal Score Sheet *(Vendors are encouraged to utilize the score sheet to evaluate the quality, completeness, and compliance of their responses, prior to submitting them to ODJFS).*

Thank you for your interest in this project.

ATTACHMENT A:

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES CONTRACT FOR SERVICES

C-04-XX-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-__-__-__ 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:
- 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 July 1, 2003, 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 for the actual cost of work 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 Contract Administration, 30 East Broad Street, 32nd 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 CERTIFICATION MADE BY CONTRACTOR

By executing this Contract, CONTRACTOR certifies and affirms 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 is considered to be a material representation of fact upon which ODJFS relied in entering into this Contract:

- A. CONTRACTOR, along with its officers, members, and employees, 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.
- B. 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.

- C. 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.
- D. CONTRACTOR is in compliance with the executive agency lobbying requirements of sections 121.60 to 121.69 of the Ohio Revised Code.
- E. 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 C.F.R. Part 98, 45 C.F.R. Part 76, or other applicable statutes or regulations. If it is ever determined that CONTRACTOR executed this certification knowing that the information was not true, CONTRACTOR shall be considered in default under ARTICLE XI. In addition to any other remedies, this Contract may be terminated pursuant to ARTICLE V, Section B, and ODJFS may advise the appropriate federal agency of the knowingly erroneous certification.
- F. CONTRACTOR is not on the most recent list established by the Ohio Secretary of State, pursuant to section 121.23 of the Ohio Revised Code, which identifies CONTRACTOR as having more than one unfair labor practice contempt of court finding.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.

ARTICLE XII B 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. ΔHIPAA@ means the Health Insurance Portability and Accountability Act of 1996.
 2. ΔCovered Entity@ means a health plan, a health care clearinghouse, or health care provider. (45 C.F.R. 160.103)
 3. ΔBusiness 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 ΔProtected Health Information.@ (45 C.F.R. 160.103)
 4. ΔProtected Health Information@ (hereinafter ΔPHI@) 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

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Contract as of the date of the signature of the Director of the Ohio Department of Job and Family Services.

Signature (Blue Ink Please)

THOMAS J. HAYES, Director
Ohio Department of Job and Family Services

Printed Name

Date

Date

Federal Tax ID or Social Security Number

Address

Address

City,

State,

Zip

(ATTACHMENT B = Request for Taxpayer Identification, W-9 Form)

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name		
Business name, if different from above		
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I 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** on page 2.

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.

Part II Certification

Under penalties of perjury, I certify that:

1. 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**
2. 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 (IRS) 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, **and**
3. I am a U.S. person (including a U.S. resident alien).

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 you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, 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. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See **Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.**

Note: If a requester gives you a form other than Form 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 under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may 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.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. 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

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9.**

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, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Exempt from backup withholding. If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

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 more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Note: *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

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

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** above.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

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 that you have previously given 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 (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code 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 or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% 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 or:
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 or:
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. If only one person on a joint account has an SSN, that person's number must be furnished.

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 "DBA" name. You may use either your SSN or EIN (if you have one).

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.*



Attachment C., EEO & Supplemental Contract Information:

SUPPLEMENTAL CONTRACT AND EEO INFORMATION

1. Indicate the total number of employees nationwide (including Ohio Office) and the number of Ohio office employees:

Total Number of Employees:	Nationwide	Ohio Offices
% Women:	_____	_____
% Minorities:	_____	_____

2. Identify the number of state contracts and specifics regarding the same the applicant has in effect on this date, or contracts in effect during the previous 24 months, including the names of the contracting state agency, type of services rendered, the percentage or stage of completion of the contract, and the amounts and rates of each contract. This must include any contracts the applicant has with the Ohio Department of Job and Family Services.
(Provide the following information for each contract)

State Agency: _____

Contract Services:

Percent Complete: _____

Amount/Rate: _____

If applicable, Controlling Board Approval Date: _____

Name of Applicant Agency/Organization: _____

3. For each subcontractor proposed to be utilized within your proposal provide the following information:

Name: _____

Address: _____

Work To Be Performed: _____

Amount/Rate: _____
Percent of Total Project: _____

Total Number of Employees:	Nationwide	Ohio Offices
% Women:	_____	_____
% Minorities:	_____	_____

4. Identify the number of state contracts and specifics regarding the same the subcontract has in effect on this date, or contracts in effect during the previous 24 months, including the names of the contracting state agency, type of services rendered, the percentage or state of completion of the contract, and the amounts and rates of each contract. This must include any contracts the subcontractor has with the Ohio Department of Human Services. (Provide the following information for each contract)

State Agency _____
Contracted Services: _____

Percent Complete: _____
Amount/Rate: _____

If applicable, Controlling Board Approval Date: _____

RLB#: R-04-07-0072
Medical Technical Advisor Services

ATTACHMENT D.
Proposal Score Sheet

PHASE I: Qualifying Criteria for Distribution to Proposal Review Committee

The proposal must meet 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 SECTION	YES	NO
1	Was the vendor’s proposal received by the deadline as specified in the RLB?	II		
2	Is the vendor a licensed and/or credentialed professional?	I & IV		

PHASE II: Evaluation Criteria for Scoring Proposals (for Final Technical Quality Score)

Qualifying proposals will be collectively scored by a proposal review committee appointed by ODJFS, Office of Ohio Health Plans. For each of the evaluation criteria given in the following score sheet, reviewers will judge whether, and how well the proposal meets the requirements expressed in the RFP, and assign the appropriate point value. A proposal’s total PHASE II score will be the sum of the point value for all the evaluation criteria.

Item	Evaluation Criteria	Maximum Value	Vendor Score ?
1.	Board Certification (only where applicable to discipline/area of expertise)	5 pts.	
2	The vendor has a current/active practice.	10 pts.	
3	The vendor has experience with the Medicaid program.	10 pts.	
4	The vendor has experience/ has participated in the Fair Hearing process.	15 pts.	
5	The vendor has participated in Independent Medical Review.	10 pts.	
6	The vendor has participated in drug utilization review (DUR), utilization review (UR) or peer review activities.	10 pts.	

7	The vendor has provided references from professional organizations/association. (max. of 5 references, up to 3 pts. each)	15 pts.	
8	The vendor has experience in reviewing clinical records and making medical determinations relative to requests for covered services under any public or private health insurance program.	15 pts.	
9	The vendor has experience in reviewing clinical records and making recommendations relative to an allegation of disability.	8 pts.	
10	The vendor has experience reviewing health care claims prior to payment to determine medical necessity and/or payment level.	8pts.	
11	The vendor has experience with the development of program policy, specifically in, 1) Service Utilization; 2) Cost Savings-health care; 3) Cost Savings-Disability Determination. (up to 2 pts. ea.)	6 pts.	
12	Participation on any of the following Medicaid, or similar, committees: 1) Special Review Committee; 2) Task Force for Children/Adults with Special Needs; 3) Ad Hoc Committees. (up to 2 pts. ea.)	6 pts.	
13	Current affiliation with a college or university.	5 pts.	
TOTAL:			