

Bob Taft
Governor

Tom Hayes
Director



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

May 21, 2003

Dear Vendor:

This letter is to announce the release of the Ohio Department of Job and Family Services (ODJFS) Medicaid External Quality Review Request for Proposals (RFP) # R-04-07-0025, for the purpose of obtaining a qualified vendor experienced in performing external quality review clinical studies, statistical analysis, encounter and claims data validation, quality improvement projects, and consumer surveys for Medicaid managed care and fee-for-service populations. An annual, independent external review of Medicaid managed care programs is required by Section 1932 of the Social Security Act, the Omnibus Reconciliation Act (OBRA) of 1986 and the Balanced Budget Act of 1997. The actual effective date for the resulting contract is dependent upon Controlling Board approval and other required funding approvals.

Only vendors who meet all the following requirements may submit proposals in response to this RFP:

- § The vendor is, or will subcontract with, a National Committee for Quality Assurance (NCQA)-certified Consumer Assessment of Health Plans Survey (CAHPS) vendor;
- § The vendor is, has on staff, or will subcontract with, an NCQA-Certified Health Employers Data Information Set (HEDIS) Compliance Auditor;
- § The vendor must have a minimum of five years experience performing external quality review related activities; and
- § The vendor must have staff proposed for the project with demonstrated quality improvement experience and knowledge of Medicaid programs and managed care delivery systems.

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

- * Access the State Procurement web site at <http://www.ohio.gov/procure>;
- * From the Navigation Bar on the left, select “Find it Fast;”
- * Select “Doc/Bid/Schedule #” as the Type;
- * Enter the RFP Number *R-04-07-0025*; 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 RFP. Thank you for your attention to this request.

Sincerely,

Thomas J. Hayes
Director

REQUEST FOR PROPOSALS
MEDICAID EXTERNAL QUALITY REVIEW

RFP#: R-04-07-0025

Issued By: The Ohio Department of Job and Family Services

**Office of Ohio Health Plans
Bureau of Managed Health Care
30 E. Broad St., 31st Floor
Columbus, OH 43215-3414**

May 21, 2003

**REQUEST FOR PROPOSALS (RFP):
Medicaid External Quality Review Services
RFP#: R-04-07-0025**

TABLE OF CONTENTS:

SECTION I. GENERAL PURPOSE AND VENDOR INFORMATION

- 1.1 Purpose**
- 1.2 Issuing Office**
- 1.3 Background**
 - A. Covered Populations, Costs, and Benefit Packages**
 - B. Value Purchasing**
 - C. Delivery Systems**
 - D. Full-Risk Managed Care**
 - E. Fee-for-Service (FFS) Medicaid**
 - F. Acute Care Strategy**
- 1.4 Overview of the Project**
- 1.5 Objectives of the Project**
- 1.6 Anticipated Procurement Timetable**
- 1.7 Internet Question and Answer Period: RFP Clarification Opportunity**
- 1.8 Communications Prohibited**
- 1.9 Time Frames and Funding Available**

SECTION II. SCOPE OF WORK AND SPECIFICATIONS OF DELIVERABLES

- 2.1 Scope of Work**
- 2.2 Vendor Qualifications**
 - A. Minimum Qualifications**
 - B. Organizational Experience and Capabilities**
 - C. Staff Experience and Capabilities**
- 2.3 Specifications of Deliverables**
 - A. Evaluation of Administrative Processes and Compliance**
 - B. Focused Studies of Clinical Health Care Quality**
 - C. Encounter Data Validation and Omission Studies**
 - D. Validation of Performance Measures**
 - E. Validation of MCP Information Systems**
 - F. Validation of State Information Systems**
 - G. Validation of Performance Improvement Projects**
 - H. Consumer Satisfaction Surveys**
 - I. Enhanced Care Management Review**
 - J. Technical Assistance and Presentations**
 - K. Reporting**
 - L. Scoring Methods**
 - M. Data Management and Collection**
- 2.4 Project Management**

SECTION III. OTHER CONTRACTUAL REQUIREMENTS

- 3.1 State Contracts**
- 3.2 Interview**
- 3.3 Start Work Date**
- 3.4 Proposal Costs**
- 3.5 Trade Secrets Prohibition; Public Information Disclaimer**
- 3.6 Contractual Requirements**
- 3.7 Travel Reimbursement**
- 3.8 Minority Business Enterprise**
- 3.9 Other Sub-Contractors**
- 3.10 Public Release of Records**
- 3.11 Confidentiality**
- 3.12 Key Personnel**
- 3.13 Ethical and Conflict of Interest Requirements**
- 3.15 Health Insurance Portability & Accessibility Act (HIPAA) Requirements**

SECTION IV. PROPOSAL FORMAT AND SUBMISSION

- 4.1 Proposal Submission**
- 4.2 Format for Submission of the Proposal**
 - A. Technical Proposal**
 - B. Cost Proposal**

SECTION V. CRITERIA FOR PROPOSAL EVALUATION AND SELECTION

- 5.1 Scoring of Proposals**
 - A. Phase I. Review—Initial Qualifying Criteria**
 - B. Phase II. Review—Criteria for Scoring the Technical Proposal**
 - C. Phase III. Review—Consideration of the Cost Proposal**
- 5.2 Tie Breaker**
- 5.3 Final Selection**

SECTION VI. PROTEST PROCEDURE

- 6.1 Protests**
- 6.2 Caveats**

SECTION VII. ATTACHMENTS

- A. ODJFS Model Contract (4.2 A., 1.)**
- B. Request for Taxpayer Identification Number (W-9) (Sec. 4.2/4.2 A., 5.)**
- C. Technical Proposal Scoring Sheet (Sec. 4.2, A., 2., b.)**
- D. Quality Strategy (Sec. 1.3 B)**

(Attachments, Continued)

- E. Ohio Medicaid Data File Specifications (Sec. 2.3, M., 1.)**
- F. Managed Care Plan List (Sec. 2.3 A., 1.)**
- G. Managed Care Enrollment Report (Sec. 1.3 D)**
- H. Quality of Care Study Schedule (Sec. 2.3, B., 2.)**
- I. Call Center Standards (Sec. 2.3, A., 2.)**
- J. Cost Proposal Form (Sec. 4.2 B.)**
- K. Supplemental EEO Information (Sec. 4.2, A., 6.)**
- L. Abbreviation Listing (Sec. 1.1)**
- M. Reference Documents- URL Listings (Sec. 2.3 D., E., G., H., L.)**

ODJFS REQUEST FOR PROPOSALS (RFP):
Medicaid External Quality Review Services
RFP#: R-04-07-0025

SECTION I. GENERAL PURPOSE AND VENDOR INFORMATION

1.1 Purpose

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Proposals (RFP) for the purpose of obtaining a qualified vendor experienced in performing external quality review clinical studies, statistical analysis, encounter and claims data validation, quality improvement projects, and consumer surveys for the Medicaid managed care and fee-for-service populations.

Vendors who are interested in submitting proposals must meet, at minimum, the following requirements:

1. The vendor is, or will subcontract with, a National Committee for Quality Assurance (NCQA)-certified Consumer Assessment of Health Plans Survey (CAHPS) vendor (Vendor certification occurs annually in October. Therefore, the vendor or subcontractor must intend to seek certification or re-certification);
2. The vendor is, has on staff, or will subcontract with, an NCQA-Certified Health Employers Data Information Set (HEDIS) Compliance Auditor;
3. The vendor must have a minimum of five years experience performing external quality review related activities; and
4. The vendor must have staff proposed for the project with demonstrated quality improvement experience and knowledge of Medicaid programs and managed care delivery systems. This means that the proposed staff have experience with the following:
 - a. Medicaid beneficiaries, policies, data systems;
 - b. Managed care delivery systems, organizations and financing;
 - c. Quality assessment and improvement methods; and
 - d. Research design, methods and statistical analysis.

If the vendor is proposing the use of subcontractors, the vendor must identify the subcontractors and provide evidence of the subcontractor's certification(s) and qualifications. Vendors may refer to a listing of abbreviations and their meanings contained throughout this RFP which is provided as Attachment L.

1.2 Issuing Office

This RFP is released by, and the subsequent contract will be with, ODJFS. The ODJFS, Office of Ohio Health Plans (OHP), which will administer the contract, is responsible for state level supervision of the Medicaid program. The mission of the OHP is to support the quality of life of Ohioans through coverage of high quality, cost effective, accessible health care and related services.

The responsibility for oversight of the managed care program and contracts with the managed care plans (MCPs) rests with the Bureau of Managed Health Care (BMHC) within OHP.

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

DAS is not involved in the development of this RFP, the receipt of vendor responses/proposals, the evaluation of those proposals, contractor selection, or in the development or execution of the contract. If interested vendors have a need to communicate regarding this RFP, they must contact **ODJFS** using one of the mechanisms provided for in **Sections 1.7, Internet Question and Answer Period/RFP Clarification Opportunity, or 1.8, Communications Prohibited**, of this RFP. Vendor proposals must be submitted to ODJFS in strict accordance with proposal submission instructions provided in **Section 4.1, Proposal Submission**. Vendors are cautioned that communication attempts which do not comply with these instructions will not be answered, and that ODJFS will not consider any proposals submitted to any address other than the one provided in Section 4.1 of this RFP.

1.3 Background

A. Covered Populations, Costs, and Benefit Packages

Medicaid is a federally and state funded assistance program that provides health care coverage to certain low-income and medically vulnerable individuals of all ages.

Medicaid eligibility can be categorized into two general groups: Covered Families and Children (CFC) and coverage for individuals who are Aged, Blind or Disabled (ABD). The CFC group is comprised of eligibles in the Healthy Families/Healthy Start product lines. In State Fiscal Year (SFY) 2000, CFC represented approximately 71% of the Medicaid eligible individuals and about 20% of total Medicaid spending. The ABD group is comprised of individuals who are 65 or older or who have disabilities and represent about 29% of all Medicaid eligibles and about 80% of total Medicaid spending.

In SFY 2000, 77% of all ODJFS state and federal spending was for the Medicaid ABD population. In addition, Medicaid made up 23% of Ohio's total state and federal expenditures as well as 13% of state general revenue fund expenditures.

The Medicaid program offers two benefit packages: primary and acute health care (P&A) and long term care services (LTC). The P&A package provides physician, hospital, lab, pharmacy and many additional preventive care and family planning services. All individuals eligible for Medicaid can receive the P&A benefit package. The LTC package provides additional services to individuals with chronic or disabling conditions who meet 'level of care' criteria.

B. Value Purchasing

The agency uses ‘value purchasing’ strategies to improve access and health care quality for Medicaid consumers and to ensure that funds are spent in a cost effective manner. One such strategy is the use of performance monitoring mechanisms. These mechanisms span both the fee-for-service (FFS) and the managed care (MC) delivery systems and are delineated in the Quality Strategy (See Attachment D).

C. Delivery Systems

Medicaid eligibles access their health care services through either the FFS or the MC delivery systems. Whether services are purchased through FFS or through risk-based contracts with MCPs, OHP oversees all of the multi-dimensional functions of the program.

D. Full-Risk Managed Care

Ohio has contracted with MCPs since the late 1970s. In the 1990s, OhioCare, a research and demonstration waiver authorized under section 1115 of the Social Security Act, was implemented. The OhioCare project ended June 30, 2001. OHP requested and received approval to continue the MC program as PremierCare, authorized under a Section 1915(b) Social Security Act waiver.

In some Ohio counties, CFC consumers can or must receive their physical health services through MCPs (also known as health maintenance organizations, or HMOs). MCPs are paid prospectively on a capitated basis by ODJFS. MCPs are responsible for assuring access to quality health care services for their enrollees. In some counties with Medicaid MCPs, enrollment is mandatory (meaning all CFC eligibles must select and enroll in an MCP). In some counties enrollment in an MCP is voluntary (meaning CFC eligibles can choose between the FFS system and a MCP). Preferred Option, a third enrollment category, was introduced in January 2001. Under Preferred Option, eligibles in certain counties must choose between enrolling in a MCP and remaining in the FFS system. Individuals who fail to make a choice are automatically enrolled in a Preferred Option MCP. For a detailed listing of enrollment by county, MCP and enrollment option (mandatory, voluntary, Preferred Option), please refer to Attachment G.

E. Fee-for-Service (FFS) Medicaid

The FFS system is a traditional indemnity health care delivery system. OHP has a network of 36,000 providers throughout Ohio who have provider agreements. These providers can bill OHP for covered services delivered to eligible consumers. The FFS system is operational in all of Ohio’s counties. Currently, all consumers in the ABD Medicaid product line receive services through the FFS delivery system. However, ABD managed care projects may be implemented during the course of the EQR contract expected to result from this RFP [see Section 1.3, F.]. In many counties, Healthy Start and Healthy Families product line consumers [also referred to as the Covered Families and Children (CFC) population] also receive services through the FFS system.

As with the full-risk managed care program, the Medicaid FFS delivery system has also embraced the objectives of an accountable health plan that assures access to quality

services. Utilization management strategies focus on both quality of care and appropriate utilization. Prospectively, certain hospital-based procedures require pre-admission certification. Retrospectively, hospital claims are reviewed for appropriateness and quality of care.

F. Acute Care Strategy

As a health plan with a public purpose, Medicaid seeks cost-effective opportunities to bring the benefits of care coordination, provider network management, and enhanced member services to additional Medicaid consumers. Medicaid's objectives for the acute care delivery system seek to assure consumers access to services and support ongoing improvement in the quality of care. Given the State's fiscal constraints, one of Medicaid's main priorities is to enhance systems of care management and coordination, especially for those consumers with chronic or critical conditions who are most likely to be frequent and/or high-cost users of services (i.e., the ABD population). ODJFS currently plans to implement an Enhanced Care Management (ECM) program during calendar year (CY) 2004 for selected consumers in the ABD population. Specific conditions to be included in the program are yet to be determined but are likely to include children with asthma and adults with diabetes, congestive heart failure, and hypertension. It is estimated that roughly 30,000 Medicaid consumers will be enrolled in the ECM program in the first year. The program will be administered by the BMHC within the OHP.

OHP may also develop and implement comprehensive approaches that are more similar to the current risk-based program for managing the care and costs associated with the ABD population. Depending on provider interest and qualifications, it is possible that the more comprehensive program may also be implemented in a small number of counties during CY 2004.

During the course of the resulting contract, ODJFS may ask the selected vendor to perform clinical quality of care and/or administrative studies targeted at the ABD population.

If a clinical quality of care study focusing upon the ABD population is requested, the number of clinical studies per contract year will not increase above three; the ABD-focused study would simply fill one of the three clinical study selections.

However, if an administrative study focusing upon the ABD population or vendors providing services to the ABD population is requested, this would be considered an additional activity beyond the core scope of work. The cost for this activity must be broken out as a separate item in the Cost Proposal to be paid only if the activity is requested and associated deliverables are provided.

1.4 Overview of the Project

Today's dynamic and competitive health care environment has generated unprecedented demand for tools and information to document the accountability of and differences among health plans and health care delivery systems.

Federal regulations require that ODJFS contract with an independent, external quality review organization (EQRO) to conduct annual external quality reviews (EQR) in order to evaluate the quality and accessibility of the health care services provided to Medicaid enrollees in the managed care program. However, the Focused Studies of Health Care Quality, one of the external quality review components, will focus upon assessing the delivery of services in both the managed care and the FFS delivery systems.

The components of the Ohio EQR will incorporate many of the strategies included in the EQR Protocols as released by the Centers for Medicare and Medicaid Services (CMS). The EQRO will be required to conduct annual retrospective compliance assessments of the Medicaid managed care plans, encounter data validation studies, performance measure validations, audits of MCP and ODJFS information systems, MCP performance improvement project validation and/or management, focused studies of health care quality, as well as an annual MC consumer satisfaction survey.

1.5 Objectives of the Project

A goal of the EQR process is to assess health care delivery among Medicaid populations and to design appropriate, effective interventions to improve health care quality and access over time. Another goal of the project is for the Contractor to perform required activities and to produce associated deliverables in order to assure ODJFS compliance with CMS regulatory requirements.

1.6 Anticipated Procurement Timetable

5/21/03	ODJFS Releases RFP to Potential Vendors on DAS Web Site; Q & A Period Opens - RFP becomes active - Vendors may submit inquiries for RFP clarification
6/02/03	Vendor Q & A Period Closes, 10 a.m. (for inquiries for RFP Clarification) - no further inquiries for RFP clarification will be accepted
6/09/03	ODJFS provides Final Vendor Question & Answer Document
6/25/03	Deadline for Vendors to Submit Proposals to ODJFS (3 p.m.) - this is the proposal opening date, beginning the ODJFS process of proposal review
7/16/03	ODJFS Issues Contract Award Notification Letter (estimated) - vendors that submitted proposals in response to this RFP will be sent letters stating whether their proposal was accepted for award of the contract
9/08/03	Controlling Board Review (estimated). - contract with the selected vendor requires review and approval

9/19/03	Implementation (estimated—following notification of all contractual and funding approvals) - ODJFS contracts are not valid and effective until the state Office of Budget Management approves the purchase order.
---------	--

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.

1.7 Internet Question and Answer Period: RFP Clarification Opportunity

Potential vendors may submit clarifying questions **regarding this RFP** via the Internet during the Question and Answer Period as outlined in Section 1.6, Anticipated Procurement Timetable. Potential vendors may ask RFP clarification questions either via FAX or through the following Internet process:

- * Access the Ohio Department of Job and Family Services Web Page at <http://www.state.oh.us/ODJFS>;
- * Select “About Us” on the front page;
- * Select “Doing Business with ODJFS;”
- * Select “Requests for Proposals, Letterhead Solicitations, and Other Invitations;”
- * RFP Number **R-04-07-0025**;
- * Select “Ask a Question about this RFP” function; and
- * Follow the instructions to submit an inquiry via e-mail.

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

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

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

IMPORTANT: Requests from potential vendors for copies of previous RFPs, past vendor proposals, or

contracts for this or similar past projects, are requests for public information, and are not clarification questions regarding the present RFP. Public Information Requests (PIRs), submitted in accordance with directions provided in Section 1.9, Communications Prohibited, will be honored, but the posted time frames for ODJFS responses to Internet or faxed questions for RFP clarification do not apply to requests for public information.

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

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

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

1.8 Communications Prohibited

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

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section 1.7 above;
2. Any Public Information Request made through the ODJFS Office of Legal Services;
3. As part of an interview necessary for ODJFS to make a final selection;
4. If it becomes necessary to revise any part of this RFP, ODJFS will post the revision on the DAS web site for this RFP, and will attempt to provide notification* of such revisions to all vendors on the original RFP announcement mailing list, as well as anyone participating in the clarification process conducted pursuant to Section 1.7 above; and,

5. As necessary in any pre-existing or on-going business relationship between ODJFS and any vendor which could submit a proposal in response to this RFP.

* Important Note: Amendments to the RFP or to any documents related to it will be accessible to interested vendors through the original DAS web page established for the RFP. All interested vendors are strongly encouraged to refer to that web page regularly for amendments or other announcements. Failure on the part of ODJFS to notify any vendors of any possible changes or announcements related to this RFP does not absolve the vendors from their responsibility to look for updated information through this web page.

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

1.9 Timeframes and Funding Available

ODJFS is seeking to contract with a vendor to perform external quality review activities between (approximately) July 1, 2003 and June 30, 2005, subject to approval by the State Controlling Board.

Since state law prohibits ODJFS from making financial commitments beyond the fiscal biennium, the contract with the selected vendor will be subject to renewal each biennium. Renewal is contingent upon the availability of funds and satisfactory performance of the vendor, as determined by the contract manager. At the sole discretion of ODJFS and upon approval of funds by the State Controlling Board, two (2) optional one-year extensions may be utilized to extend the contract through June 30, 2007.

SECTION II. SCOPE OF WORK AND SPECIFICATIONS OF DELIVERABLES

2.1 Scope of Work

The services to be provided under the contract expected to result from this RFP include multiple tasks and deliverables that are consistent with applicable federal external quality review regulations and protocols and which will allow for ODJFS to be compliant with federal EQR requirements. Other activities are also included which require the vendor to report on various operational, data management, and quality components as well as clinical performance and oversight for each MCP.

The specifications for deliverables required under this contract may evolve from year to year in response to program changes, plan participation, and enrollment levels. In addition, federal and state statutory and regulatory provisions may demand modifications. The ODJFS contract manager will work directly with the selected vendor in an attempt to reach a mutual agreement prior to the implementation of scope of work modifications.

The selected vendor will be required under contract to perform all tasks and functions identified in Sections 2.3 and 2.4 and to perform them according to specified levels of quality and comprehensiveness as determined by ODJFS so that the overall project goals as stated in Section 1.4 can be met.

In addition, the selected vendor will be responsible for the deliverables as described in Sections 2.3 and 2.4, including all preparatory and intervening steps, whether or not ODJFS has explicitly specified or delineated them within the RFP. In developing their proposals, all vendors must fully and appropriately plan and cost out their proposed projects, including all necessary preparatory and intervening steps, whether specified in the RFP or not.

2.2 Vendor Qualifications

Vendor proposals must address all the following Minimum Qualifications, Organizational Experience and Capabilities as well as Staff Experience and Capabilities.

A. Minimum Qualifications

In order to be considered for the contract expected to result from this RFP, ODJFS requires that interested vendors **must** meet, at minimum, **all** the following qualification requirements:

1. The vendor is, or will subcontract with, a National Committee for Quality Assurance (NCQA)-certified Consumer Assessment of Health Plans Survey (CAHPS) vendor; (Vendor certification occurs annually in October. Therefore, the vendor or subcontractor must intend to seek certification or re-certification);
2. The vendor is, has on staff, or will subcontract with, an NCQA-Certified Health Employers Data Information Set (HEDIS) Compliance Auditor;
3. The vendor must have a minimum of five years experience performing external quality review related activities; and
4. The vendor must have staff proposed for the project with demonstrated quality improvement experience and knowledge of Medicaid programs and managed care delivery systems. This means that the proposed staff have experience with the following:
 - a). Medicaid beneficiaries, policies, data systems;
 - b). Managed care delivery systems, organizations and financing;
 - c). Quality assessment and improvement methods; and
 - d). Research design, methods and statistical analysis.

B. Organizational Experience & Capabilities

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

1. Provide a brief description of the organization's history and current operations in Ohio and the United States, including any subcontractors (per Sections 3.9, Minority Business Enterprises and 3.10, Other Sub-Contractors). The vendor must

also provide a statement that it has the capacity to maintain the large data files provided by ODJFS and that the organization will use the appropriate software to assure file exchange with ODJFS;

2. Provide the total number of years experience the vendor has had working with state Medicaid programs. (Display both the total number of corporate years and the totals number of staff years, separately);
3. Identify state programs in which the vendor has undertaken major policy development activities for the health care delivery system, including technical assistance related to quality assurance/improvement program evaluation and development. (Previous projects related to the delivery of health care services are of particular interest);
4. For each state listed in Sec. 2.2, B., 3., (above), identify as succinctly as possible: (a) the length and dates of the contract, (b) the staff allocated, (c) the work undertaken, and (d) the deliverables produced. Specify whether or not all deliverables described in the contract's scope of services were produced and provide a contact person for the state agency who has knowledge of the work performed for that respective State;
5. Provide examples of any documents that have been prepared for state Medicaid agencies or other purchasers, regulators, and health care systems to explicitly and consistently measure and evaluate the quality of care delivered. (Previous experience related to the delivery of health care services in certain quality-of-care areas identified in the RFP scope of work is of particular interest);
6. Experience providing technical assistance related to quality improvement, assurance, and program evaluation to State Medicaid programs (identify states and describe projects);
7. Experience with data retrieval and medical record audits for state Medicaid agencies or other purchasers, regulators and health care systems;
8. Experience with encounter data validation or omission reviews that compare services documented in the medical records of enrollees to corresponding encounters;
9. Experience conducting focused quality of care studies according to principals of sound research design and using appropriate statistical analysis;
10. Experience conducting operational compliance audits. Description should include information about desktop reviews, on-site audits, forms used to evaluate compliance, and reporting of results;
11. Experience conducting or validating performance improvement projects. Description should include information about tools used to either conduct or

validate projects, types of projects (e.g., clinical or administrative), and information about how results were shared with State or other purchaser;

12. Experience reviewing and auditing health care provider information systems. Description should include information about tools and staff used to audit the systems, types of systems reviewed (e.g., MCP, hospital, individual provider level, State agency, etc.) and information about any technical assistance that was provided to purchaser to address findings from audit;
13. Experience analyzing HEDIS audited data. Description should include information about how data was collected/received, software used to analyze data, and any experience producing comparative reports based upon the data;
14. Experience with CAHPS survey development and administration, experience conducting Medicaid consumer satisfaction surveys, strategies to increase response rates, and the submission of data to both NCQA and the NCBD; and
15. Research experience that focused upon special needs populations (e.g., the Aged, Blind and Disabled) as well as research experience in monitoring Disease/Care Management programs.

C. Staff Experience & Capabilities

The vendor must demonstrate significant expertise by assigning staff to key leadership roles for this project. Key positions will require profiles and curriculum vitae. The vendor must, at minimum:

1. Provide the number of executive and professional personnel, management analysts, programmers, consultants, etc., who will be employed in the work. Show where these personnel will be physically located during the time that they are engaged in the work;
2. Provide resumes, education, experience and a list of related published works for key management personnel that will be assigned to this project (key management personnel include the project director, project manager, medical director, health data analyst, statistician, technical writer, systems analyst, information system manager, and data base administrator);
3. Assign and specify the Statistician(s) who will participate in the project. The statistician(s) must have achieved at least a master's degree in Statistics, mathematics or Bio-Statistics, or a PhD in a related field. The statistician(s) must have at least 3 years of experience drawing complex stratified samples and weighting results;
4. Assign and specify the Technical Writer who will participate in the project. This individual has at least 3 years of experience writing health care related reports;

5. Assign a Systems Analyst to the project. The analyst must have completed an undergraduate program in information technology, or a related field. It is preferred that the analyst have a Master's degree computer science or a related field, a minimum of three years of experience with various database management systems, programming languages, and with auditing system edits and data integration procedures. It is also preferred that the analyst have 18 months of experience with Medicaid information systems; and

2.3 Specifications of Deliverables

This section sets forth the activities and deliverables which will be required of the selected vendor under the contract expected to result from this RFP. In order to receive consideration for contract award, all aspects of the services described in this section must be addressed in the vendor's technical proposal. The vendor must provide a detailed description of how it will define and perform each of the deliverables, and, if applicable, will develop and manage services performed under any and all subcontracting arrangements. Vendor responses should correspond to the appropriate deliverables. The major categories of activities and deliverables in this section are as follows:

- A. Evaluation of Administrative Processes and Compliance**
- B. Focused Studies of Clinical Health Care Quality**
- C. Encounter Data Validation and Omission Studies**
- D. Validation of Performance Measures**
- E. Validation of MCP Information Systems**
- F. Validation of State Information Systems**
- G. Validation of Performance Improvement Projects**
- H. Consumer Satisfaction Surveys**
- I. Enhanced Care Management Review**
- J. Technical Assistance and Presentations**
- K. Reporting**
- L. Scoring Methods**
- M. Data Management and Collection**

Vendors' Technical Proposals must indicate how, if awarded the ODJFS External Quality Review contract, they will perform and/or supply the following:

Activity A. Evaluation of Administrative Processes and Compliance

1. Evaluation of MCP Compliance

Contractor must conduct a review of each MCP's administrative processes to assist ODJFS in determining MCP compliance with program requirements in effect during the time period under review. Currently there are six managed care plans in the Medicaid program (see Attachment F for a listing of the MCPs as well as a brief history of MCP participation in the program). The work will include the

design of review tools, subject to ODJFS approval, and an on-site audit of specified MCP administrative functions.

Ohio Medicaid MCPs are governed by ODJFS and MCP Provider Agreement requirements (Attachment M), which includes the Ohio Administrative Code (OAC) rules (Attachment M) and other program requirements. The compliance evaluation must include, but is not limited to, a review of the following regulatory provisions and operational areas:

- a. Enrollee Rights and Protections
- b. Quality Assessment & Performance Improvement program
- c. Grievance System
- d. Case Management
- e. Coordination and Continuity of Care
- f. Customer Service
- g. Utilization Management
- h. Access Standards and Provider Network

The evaluation must consist of reviewing MCP policies and procedures and staff interviews; it may also include the audit of MCP records and files for the purpose of providing evidence that program requirements are being implemented and monitored. For example, if grievances are to be reviewed and response letters sent to enrollees within 30 days of MCP receipt, the Contractor may be required to pull a random sample of grievance files to assure that the MCP met the timeframe requirements.

The review conducted by the EQR Contractor is a retrospective review. ODJFS conducts prospective and concurrent reviews of MCP compliance.

Frequency: Every other Year

Deliverables: Provide its evaluation results to ODJFS. The evaluation is to include a narrative analysis of findings along with a simple analysis of met, not met, or partially met for each indicator reviewed. The actual determination of compliance rests with ODJFS. The results are to be provided in MCP-specific reports (e.g., if there are six MCPs in the program, six separate reports will be produced).

2. Call Center Standards

The Contractor will be required to perform periodic (no less than annual) audits of compliance with ODJFS Call Center Standards for selected MCPs (limited to onsite audits of approximately three MCPs per year). Call Center standards are located in Attachment I.

Frequency: Annually

Deliverables: Provide its evaluation results to ODJFS. The results are to be provided in MCP-specific reports (e.g., if there are six MCPs in the program, six separate reports will be produced).

3. **Deeming**

Based on federal external quality review regulatory language, MCPs with evidence of national accreditation within a previous three-year period may be eligible for deeming of certain administrative functions, where the accrediting organization's standards are comparable to ODJFS requirements and where the accreditation covers the survey time period under review. MCPs that request deeming of administrative process standards must present accreditation documentation to ODJFS for deeming consideration at the time of the review. The accreditation documentation will be reviewed by the EQRO in order to determine compliance with structural and operational standards of ODJFS and MCP Provider Agreement requirements. MCPs receiving full accreditation status for the time period under EQR review are eligible for deeming. Provisional, partial, or pending accreditation is not eligible for deemed status. Currently, three of the five MCPs serving Medicaid consumers have full, three-year NCQA accreditation for their Medicaid product lines, and one MCP has accreditation for their commercial product line. The vendor should anticipate that three MCPs will receive an on-site review and three MCPs will have their accreditation information reviewed every other year.

Activity B. Focused Studies of Clinical Health Care Quality

1. **Focused Studies**

- a. Contractor must conduct focused studies of health care quality in order to evaluate processes and outcomes of care. The focused studies can provide reliable information about the performance of health plans and their contracted providers in certain clinical areas as identified by the State. In addition, comparisons of MCP performance against specified performance standards, national benchmarks, or each other, can provide the State and the Contractor with information upon which to base corrective action plans or quality improvement initiatives, as specified by ODJFS.
- b. Conduct three focused studies of health care quality each contract year, one of which will be a statewide study (not MCP-specific). The studies will be drafted at the beginning of each SFY (July 1st), data abstraction will occur in the fall, and reports will be published before the end of each SFY (June 30th).

For SFY 2004 and SFY 2005, these studies will include Medicaid recipients in the managed care and the FFS delivery systems. For each clinical study topic (see Attachment H), one sample will include managed care enrollees and will be stratified by MCP and one sample will include only FFS

recipients and will be stratified by geographic region, as specified by ODJFS.

In conducting these studies, the Contractor must:

- 1). Define the study questions based upon ODJFS-specified topics (topics are determined based upon ODJFS staff input, MCP input and Medical Director input);
- 2). Propose the study indicators, sampling and analysis plans;
- 3). Use a representative sample that will allow for results to be generalized at both statewide and MCP-specific levels;
- 4). Use data collection procedures that ensure data are valid and reliable;
- 5). Analyze data using statistically appropriate software (e.g., SAS, SUDAAN) according to a data analysis plan. The analysis should identify:
 - a). Performance in comparison to prospectively identified benchmarks;
 - b). Factors that threaten the validity of findings;
 - c). Statistical significance of differences between MCP comparisons; and
 - d). Factors that influence the comparability of the data.
 - e). Interpret study data and present findings in an accurate, concise and clear manner.

Frequency: Annually

Deliverables: For each contract year, separate reports will be created for managed care and FFS populations. The vendor will produce MCP-specific reports, a statewide managed care report and a statewide FFS report. (e.g., if there are six MCPs in the program, six MCP-specific reports will be produced as well as a statewide managed care report and a statewide FFS report for a total of eight reports.)

The reports are to contain the following sections: Introduction, Background, Purpose, Study Population, Sampling Plan, Methods/Data Collection, Analysis, Results, Discussion, Limitations, Conclusions and Recommendations.

2. Health Employers Data Information Set (HEDIS) Audited Data

In addition, the State will be phasing in the use of (HEDIS) audited data for three State-specified measures during the course of this EQR Contract. The Contractor will be responsible for:

- a. Analyzing the data and reporting findings for HEDIS measures. The MCPs will submit their HEDIS audited data for measures specified by ODJFS to the State in June; and
- b. Analyzing the data and providing comparative reports within three (3) months after the end of each SFY (3 months after June 30th or by September 30th).

The requirement to submit HEDIS audited data will be phased in over a 2-year period. For the MCPs that do not currently calculate and submit HEDIS audited measures, the Contractor will be required to:

- c. Collect the data for, calculate and have the measures audited. Currently, two of the MCPs do not have these measures performed or audited. By SFY 2006, all MCPs will be required to submit HEDIS audited data for State-specific measures.

The proposed quality of care study schedule and a listing of HEDIS audited data measures are delineated in Attachment H.

Frequency: Annually

Deliverable: The Contractor will be responsible for producing a statewide managed care report.

Activity C. Encounter Data Validation and Omission Studies

Encounter data is generated by the MCPs’ management information systems based on claims submitted by providers for payment and shadow claims from capitated providers. ODJFS uses the encounter data to calculate performance measures.

OHP uses encounter data validation (EDV) and encounter data omission (EDO) studies to measure the accuracy and completeness of the data.

The EDV study compares encounters to corresponding medical records. The EDO study assesses the completeness of the encounter data by coding services documented in the medical record and comparing them to the submitted encounters.

The Contractor must:

- 1. Conduct two encounter data studies annually; one EDV study and one EDO study. The EDV study will measure the accuracy of delivery payment encounters. The EDO study will focus upon a range of services and/or providers as specified by ODJFS.
- 2. Provide on-site technical assistance to MCPs that perform poorly on the annual

EDO and EDA studies and/or who have poor quality data. The on-site activities may include, but are not limited to:

- a. Providing MCPs with guidance on how to monitor the accuracy and completeness of the encounter data that is sent to ODJFS;
- b. Providing MCPs with guidance on how to establish edits; and
- c. Providing MCPs with guidance on how to link various files (e.g., the provider file with administrative claims file) to ensure that the MCP is providing ODJFS with all of the required encounter data elements.

Frequency: Annually

Deliverables: For the Encounter Data Omission study, the vendor will be responsible for producing MCP-specific reports and a statewide report. (For example, if there are six MCPs in the program, there would be six MCP-specific reports and one statewide report for a total of seven reports.) For the Encounter Data Validation Study, the vendor will be responsible for producing MCP-specific reports.

Activity D. Validation of Performance Measures

The Contractor must validate the performance measures calculated by the State. As part of this validation the Contractor will review a number of data sources and processes. The Contractor will:

1. Review data management processes of State; and
2. Evaluate algorithmic compliance (translation of captured data into actual statistics) with specifications defined by the State.

In order to conduct these activities the Contractor will:

- a. Communicate with State to ensure that they understand the measures to be validated and the methodology required when calculating and reporting the performance measures; and
- b. Review procedures for producing performance measures (e.g., sampling, calculating numerators and denominators).

Frequency: Annually

Deliverable: The Contractor will be responsible for preparing a report evaluating the State's processes for performance measure calculation.

Refer to the Validation of Performance Measures Protocol, provided as Attachment M.

Activity E. MCP Systems Review

Note: Due to the organizational and administrative structures of some MCPs, the Contractor may be required to travel out-of-state in order to conduct the on-site component of the Information Systems Review.

1. Currently Contracted MCPs:

The Contractor must conduct a thorough review of each MCP's information system. As part of this review the Contractor will:

- a. Review the data management processes of the MCPs; and
- b. Review and assess the procedures the MCP has in place for collecting and integrating medical, financial, member and provider information, covering clinical and service-related data, from internal and external sources.

As part of this review, the Contractor will review procedure manuals, observe data processing activities, and will conduct interviews with staff.

Prior to the on-site audit, the Contractor will have each MCP complete a variation of the Information Systems Capabilities Assessment Tool (ISCA) (See Attachment M). ODJFS staff will assist the Contractor with the development of an appropriate assessment tool. The Contractor will evaluate the MCPs answers on certain sections of the ISCA against the information system (IS) capabilities as observed during the on-site audit and will identify any potential problem areas that may impact the states ability to calculate accurate plan-level performance measures.

- c. On-site activities include assessing data integration and control:
 - 1). Assessing MCPs ability to link data from multiple sources;
 - 2). Examining MCP processes for data transfers or other mechanisms to consolidate data and extract required information;
 - 3). If MCP has a data repository (data warehouse), evaluate its structure and format to determine extent to which it enables analyses & reports;
 - 4). Review MCP processes, documentation, and data files to ensure that they comply with state specifications for encounter data submissions; and
 - 5). Claims adjudication.
- d. If issues are identified, the Contractor will provide technical assistance to the MCP in order to address the deficiencies.

Frequency: Every other Year

However, if the Contractor identifies significant IS problems the MCP is subject to another on-site review the following SFY. If no significant issues are identified, the MCP is subject to the review every other year.

Deliverables: Once the EQRO concludes its on-site activities and has evaluated all gathered information, the EQRO will submit MCP-specific reports on its findings to ODJFS. The reports should include an analysis of the findings with respect to the MCP’s data integration and control procedures as well as suggestions for improvement.

Please refer to the Information Systems Capabilities Assessment Tool (ISCA), Appendix Z of the External Quality Review Protocols, a URL is provided in Attachment M.

2. MCPs Entering Medicaid Managed Care Program:

In addition, ODJFS will also ask the Contractor to conduct an assessment of potential MCP’s information systems prior to ODJFS awarding a provider agreement/contract to the MCP.

Frequency: As needed

Deliverable: The EQRO will submit MCP-specific preliminary reports on its findings to ODJFS. The reports should include an analysis of the findings as well as suggestions for improvement.

Activity F. ODJFS Systems Review

The Contractor must conduct a thorough review of the State’s information system. As part of this review the Contractor will:

1. Review the data management processes of ODJFS. The ODJFS system review will entail the same main components as the MCP review, with some modifications made to the ISCA tool to reflect differences between MCP and ODJFS systems. ODJFS staff will assist the Contractor with the development of an appropriate assessment tool.
2. On-site activities include:
 - a. Determine if ODJFS processes accurately and completely transfer data from the encounter data source files into the analytical files that are to be used to calculate performance measures;
 - b. Determine how ODJFS attempts to prevent the loss of encounter data;

- c. Determine how frequently system backups are performed and where backup data is stored;
- d. Determine which source fields have edits in place to help assure that the encounter data is accurate;
- e. Determine what kinds of edits are in place for the fields that are edited; and
- f. Determine if there is consistency between the file specifications, the fields in the source data, and the fields in the analytical files.

Frequency: Every other Year

However, if the Contractor identifies significant IS problems the State IS system is subject to another on-site review the following SFY. If no significant issues are identified, the State IS system is subject to the review every other year.

Deliverable: The EQRO will submit a preliminary report on its findings to ODJFS. The reports should include an analysis of the findings as well as suggestions for improvement.

Activity G: Validation of Performance Improvement Projects.

Each SFY, MCPs will be required to conduct a minimum of two (and a maximum of five) performance improvement projects (PIPs).

The Contractor must work with MCPs and ODJFS to:

1. Evaluate and validate the MCP performance improvement projects. As stated in the protocol, in order for such projects to achieve real improvements in care and for interested parties to have confidence in the reported improvements, PIPs must be designed, conducted and reported in a methodologically sound manner; and
2. As part of this validation process, the EQRO will provide ongoing (i.e., prospective and concurrent) technical assistance to MCPs in their development and management of their PIPs. For projects that the Contractor reviews retrospectively (e.g., the SFY 2004 PIPs), the EQRO Contractor will assess the MCPs methods for conducting the PIPs.

This activity involves the following steps:

- a. Review MCP selected study topics;
- b. Review study indicators;
- c. Review study population;
- d. Review sampling methods (if sampling was used);
- e. Review of data collection procedures;
- f. Review data analysis and interpretation of study results;
- g. Assess MCP improvement strategies; and
- h. Assess likelihood that improvement is real and MCP has sustained documented improvement.

Please refer to the EQR Validation of Performance Improvement Projects Protocol and the Performance Improvement Project Validation Worksheet (See Attachment M) for additional guidance.

Frequency: Annually

Deliverable: The EQRO will report its findings to ODJFS on an MCP-specific basis.

Activity H. Consumer Satisfaction Surveys

1. Annual Survey for Managed Care Enrollees

ODJFS has been a Consumer Assessment of Health Plans Survey (CAHPS) sponsor organization since 1997. The ODJFS, Office of Ohio Health Plans, has also been a National CAHPS Benchmarking Database (NCBD) participant. Further information about the NCBD can be found at: <http://www.cahps-sun.org>. The Ohio Medicaid managed care program conducted CAHPS projects in 1998, 2000, 2001 and 2002.

As part of the EQRO scope of work, the Contractor, or a qualified subcontractor, must:

- a. Conduct annual consumer satisfaction surveys for the managed care delivery system.
- b. Utilize the CAHPS survey tools (as specified by ODJFS) and HEDIS surveying protocols and specifications (Volume 3) with additional modules and or questions as specified and approved by ODJFS. The surveys are to be conducted following current HEDIS protocols so that MCPs can have their results submitted to NCQA (for accredited Plans) and ODJFS in June of each year. In addition, the Contractor must submit results to the National CAHPS Benchmarking Database (NCBD) by August 1st of each year.

Consumer satisfaction survey requirements include:

- c. Project Management:

The Contractor must submit a draft project timeline that clearly delineates all major deliverables and key dates to the ODJFS Contract Manager for review and approval prior to the administration of each year's survey. In addition, the Contractor must supply weekly progress reports to ODJFS, during the survey-fielding period; the reports must include questionnaire/call disposition logs.

d. Sampling and Administration:

The sampling frame will consist of all consumers continuously enrolled in the same MCP for at least six (6) months prior to measurement period, per CAHPS requirements. Eligible consumers will be assigned to strata based upon their county of residence and their MCP membership. The strata will be sampled disproportionately to achieve a certain number of interviews within each MCP, within mandatory and preferred option enrollment counties, and for children with and without special health care needs. Sample sizes must be large enough to:

- 1). Yield 411 completed surveys per MCP (adult & child combined), an error rate of ± 5 percent with a 95 percent level of confidence at State level for each MCP (HEDIS guideline);
- 2). Yield 300 completed surveys from each group [children with special health care needs (CSHCN) and non-CSHCN] to allow for comparisons at State level (CAHPS guideline);
- 3). Achieve an error rate of ± 10 percent with a 90 percent level of confidence for MCPs in Mandatory and Preferred Option enrollment counties (county level).

The sampling must be sufficient to allow for comparisons across MCPs and to previous survey results (e.g., 2001, 2002). Comparisons and trending results over time are important for MCP performance measurement. The sampling frame will be provided by ODJFS. The Contractor is responsible for pulling the actual sample.

The Contractor is also responsible for assembling and formatting questionnaires; developing pre-notification letters; scripting the telephone questionnaire; and interviewer training.

The Contractor is responsible to assuring compliance with HEDIS 2000, Vol. 3, Specifications for Survey Measures, and Chapter 5 of the CAHPS' 2002 Survey & Reporting Kit Participating in the NCBD (See Attachment M).

e. Data Collection & Data Preparation:

The Contractor must follow the HEDIS protocol of mailings with telephone follow-up. The pre-notification letters, questionnaires, reminder postcards and the computer assisted telephone interview (CATI) script must be prior-approved by ODJFS. The Contractor should initiate a process for refusal conversion and detail quality control procedures for tracking questionnaires.

Response Rates: The target CAHPS 3.OH response rate for Medicaid plans is 45 percent by strata.

f. Data Analysis

The Contractor must use analysis software (e.g., SUDAAN, SAS V 8.2) that is appropriate for the sampling stratification and weighting requirements specified by ODJFS and which is appropriate for meeting NCBD and NCQA data submission requirements. The Contractor must produce reports that provide results by MCP and a statewide average for the global ratings and the composites.

Additional data analysis requirements include:

- 1). Test for significant findings related to age, health status, and education (p-value of 0.05);
- 2). Test for substantive differences per CAHPS guidelines, as well as significance tests (The Contractor will work with ODJFS to specify what will constitute a substantive level of significance);
- 3). Test for significant differences between high and low utilizers;
- 4). Analysis specific to children with and without special health care needs (this component could include an enriched sampling approach);
- 5). Provide cross-tabulations as specified by ODJFS; and
- 6). Results must be provided by MCP and by county as specified by ODJFS.

g. Data Delivery and Report Production:

Data Files: Only cases that meet the criteria of a complete questionnaire (as defined by CAHPS) should be included in the analysis file. The number of records in the analysis file should match the number of completes in the sample file. The Contractor is required to provide the following:

- 1). Codebook;
- 2). SAS data file and frequency tables;
- 3). Data file meeting NCBD submission specifications;
- 4). For NCQA-accredited MCPs, a data file to NCQA in May of each year; and
- 5). Reports (see Activity K)

Frequency: Annually

Deliverables: The Contractor will provide the following statewide reports: A) Executive Summary, B) Detailed Findings, and C) Implementation Methods. In addition, the Contractor must submit data to NCQA and the NCBD according to pre-established timelines.

2. **Survey of Aged, Blind, and Disabled (ABD) consumers and/or consumers in Enhanced Care Management program**

The Contractor may be asked to:

- a. Conduct a satisfaction survey for consumers enrolled in an Enhanced Care Management program. The program is targeted for implementation during CY 04. The survey would be conducted during SFY 05; and
- b. Conduct a satisfaction survey for consumers enrolled in the more comprehensive program for the ABD population (e.g., risk-based managed care, primary care case management), which is targeted for implementation during CY 05. The survey would be conducted during SFY 06.

Frequency: These surveys are contingent upon changes to the Medicaid program. The Cost Proposal for these items should be separated from the other scope of work activities.

Deliverables: The Contractor will provide the following statewide reports: A) Executive Summary, B) Detailed Findings, and C) Implementation Methods.

Activity I. Enhanced Care Management (ECM)

ODJFS may also ask the Contractor to: Conduct a review of Care Management vendor compliance with contract stipulations. This evaluation would entail a review of ECM vendor records and processes. It is anticipated that an ECM program review may be requested during CY 2005. (This scope of work element is contingent upon changes to the structure of the Medicaid program. The work plan and cost proposal for this item should be separated from the other scope of work activities).

Frequency: These surveys are contingent upon changes to the Medicaid program. The Cost Proposal for these items should be separated from the other scope of work activities.

Deliverable: Provide its evaluation results to ODJFS. The evaluation is to include a narrative analysis of findings along with recommendations for improvement.

Activity J. Technical Assistance & Presentations

1. **Technical Support for Operational Units**

The Contractor must supply up to 150 hours of technical assistance to the Medicaid program in each contract year. The specific nature of the technical assistance will be defined on a case-by-case basis.

2. Committee Participation

The Contractor must:

- a. Participate in ODJFS meetings (averaging one per month) in addition to meeting with the Contract Manager on a weekly basis; and
- b. Provide presentations to ODJFS staff, the Medical Care Advisory Committee, and other interested parties, upon ODJFS request (averaging one per quarter).

3. Communicating Best Practices

The Contractor will be required to collate and disseminate to ODJFS and the MCPs information collected during various studies concerning best practices and improvement strategies that have demonstrated success (clinical and administrative).

Activity K. Reporting

1. General Information:

The Contractor must provide reports for each study year under review. Reports must be:

- a. Provided in both color and black and white in quantities specified by ODJFS; and
- b. Provided in hardcopy and electronic formats.

The reports must:

- c. Summarize and analyze the findings of survey results, and present the findings, conclusions and recommendations to assist ODJFS in assessing quality of care. In addition, each report must include information about the topic under review, sampling, indicators, methods, results, and limitations of the study;
- d. Include tables that analyze results by indicator and each MCP's compliance with program requirements (for the administrative review);
- e. Provide prospective recommendations to identified patterns of inappropriate utilization or poor standards of care. Recommend how to effectively incorporate findings into performance and/or quality improvement projects. Recommendations should be specific and applicable to the Ohio Medicaid delivery system;
- f. Analyze and compare MCP quality of care study findings with findings from national studies or benchmarks (when feasible);
- g. Whenever possible, the analysis of MCP data shall include comparisons with previous plan performance; and

- h. For all reports, the Contractor will be required to provide a draft to be reviewed by ODJFS and (if applicable) MCP prior to finalization and distribution.

The Contractor must have the capability to provide:

- i. Copies of sampling plan, study criteria, data abstraction tool, analysis plans, reports & scoring documents in at least two (2) different electronic formats. One must be in an ODJFS software format and the second must be in Adobe (pdf);
- j. Copies of all analytical data files (in SAS); and
- k. Copies of all programs written to analyze the data (in SAS).

In addition, results of each record review must be provided in spreadsheet format and in SAS.

2. Summary of Reports by Major Deliverable:

Activity	Description	Frequency	Reports
A	Evaluation of MCP Processes & Compliance	Every other Year	MCP specific reports Statewide report with Executive Summary
A1.	Evaluation of Call Center Standards	Annually	MCP specific reports
B	Quality of Care Studies	Annually	MCP specific reports Statewide MC Report Statewide HEDIS report Statewide FFS Report
C	Encounter Data Studies	Annually	MCP specific EDO reports Statewide EDO Report MCP specific EDA reports
D	Validation of Performance Measures	Annually	ODJFS report
E	MCP Information Systems Review	Every other Year	MCP-specific reports
F	ODJFS Information Systems Review	Every other Year	ODJFS report
G	Validation of Performance Improvement Projects	Annually	MCP specific reports
H	Consumer Satisfaction Survey	Annually	Implementation report Executive Summary Detailed findings report
I	Enhanced Care Management Review	To be Determined	ODJFS report
K	Technical Report	Annually	ODJFS Report
L	MCP Scoring Reports	Annually	MCP-specific reports

			Statewide summary report
--	--	--	--------------------------

3. Technical Report

In addition to the reports outlined above, according to external quality review regulations, the Contractor will also be responsible for producing a Technical Report on an annual basis. This report should provide ODJFS with a detailed assessment of each MCP’s strengths and weaknesses based upon the EQR activities conducting during the preceding contract year.

Frequency: Annually

Deliverable: A single report for ODJFS which will delineate findings by MCP.

Activity L. Scoring Method

Each MCP must achieve a minimum score on the annual external quality review survey and the annual consumer satisfaction survey as specified in the Provider Agreement between ODJFS and the MCPs (See Attachment M).

Each MCPs score for the EQR survey will include the administrative survey and the quality of care studies with a separate score for each area of study and a combined score for all studies in the survey period. The scoring method must place the greatest emphasis on the quality of care studies. The scoring method must include calculations for deemed status of specific studies (e.g. HEDIS audited data).

Activity M. Data Management and Collection

1. Data Sources

The source of the data for the work to be performed will include the data from ODJFS, the MCPs, and provider sites or a combination of all three. The Contractor must have the capability to accept, access and process all data efficiently and accurately.

The Office of Ohio Health Plans (OHP) will provide the following:

- a. Fee-for-service claims files;
- b. MCP encounter data;
- c. Eligibility and enrollment data from the Medicaid Recipient Master File (RMF);
- d. The Medicaid Provider Master File (PMF);
- e. The Medicaid Procedure, Diagnosis, and Drug Code (PDD) reference file; and
- f. The Medicaid MCP Provider Verification System (PVS) database

ODJFS may also provide the Contractor with data files from one or more Disease Management organizations as part of an administrative or clinical study targeted for population enrolled in a DM program. The Contractor must be able to accept the file layouts and have the capacity to maintain these large data files. Attachment E contains a summary of the characteristics of each of these data sets and file layouts.

2. Security of Information

As a Contractor to ODJFS, the selected vendor will have access to a significant amount of records regarding the access and use of medical services in Ohio by individual consumers. The Contractor must adhere to Health Insurance Portability and Accountability Act (HIPAA) requirements. Misuse of this information may be cause for immediate termination of the Contract and the organization may face additional legal action by either ODJFS or by those affected by the misuse.

The Contractor must:

- Implement security measures as well as demonstrate how electronic and paper files of a confidential nature will be protected from unauthorized access. The security measures must specify who has access rights to the information and what process is to be followed to screen individuals who have access to the information.

As a Contractor to ODJFS, all personnel having access to this information must sign a standard ODJFS security agreement indicating understanding of and consent to maintaining the confidentiality of the files. Any violation of confidentiality will result in an immediate termination of the Contract, and may result in legal action.

3. Sampling

The Contractor must have the capability to design and use complex sampling methods, including the use of appropriate statistics and statistical software. The Contractor must also select a sufficient sample of medical records and provider sites to assure valid studies.

- a. Clinical Focused Quality of Care Studies: The statewide and sampling subgroup confidence levels for clinical studies will be specified by ODJFS. Sampling will occur across Medicaid covered individuals in both the managed care and FFS delivery systems for SFY 04 and SFY 05. Sampling specifications (assumptions):
 - 1). An error rate of ± 5 percent with a 95 percent level of confidence for each MCP at the State level;
 - 2). An error rate of ± 5 percent with a 95 percent level of confidence for each FFS strata at the State level; and

3). Over-samples must be pulled for each strata stratum in order to obtain the necessary number of records to generalize results.

b. Encounter Data Studies:

- Ensure that the confidence level for the encounter data validation and omission studies does not fall below 95 percent (with a 5% sampling error) for each MCP. Sampling will occur for Medicaid covered individuals in the managed care delivery system only.

4. Inter-rater Reliability

The Contractor must:

- a. Utilize qualified surveyors, train the surveyors in data abstraction, and measure inter-rater reliability;
- b. Achieve an inter-rater reliability score, as measured by percentage agreement among the abstractors (using Kappa statistics) of at least $r+0.7$ per study; and
- c. Provide a description of the training materials to ODJFS.

5. Data Collection

The source of information for the quality of care and encounter data studies will be medical records, administrative data, surveys, State registries (e.g., lead, immunization) or a combination of all four. The Contractor must:

- a. Sample the administrative data to determine which medical records to request;
- b. Request the records from the MCPs and providers, and will then abstract the data needed. Depending on the number of records requested from a provider or MCP, the Contractor will either review the medical records at the providers site, the MCP, or can receive the records via mail; and
- c. Provide ODJFS with copies of all data abstraction and collection tools.

An important goal is to provide timely feedback to the MCPs. ODJFS is interested in innovative and efficient approaches to analysis, report production, and sharing of raw data that will result in timely feedback to ODJFS and MCPs.

6. Software Compatibility

- The Contractor must provide electronic files in the software requested by ODJFS. Should ODJFS software utilization change during the course of the contract term (including any renewals), the selected vendor would be required to accommodate that change. Presently, ODJFS uses the Corel

Suite software (version 8), Microsoft Office 2000, and SAS statistical software.

2.4 **Project Management**

The Contractor must perform all project management tasks, including maintaining a detailed project work plan which tracks how the Contractor will effectively complete each project. Electronic copies of all project management documents must be provided to the ODJFS Contract Manager in either Microsoft Project 2000 or Microsoft Word, or in another format that is acceptable to the State (see also, item 2.3, M., 6. above).

The Contractor must perform its tasks and produce the required Deliverables by the due dates presented in the Contractor's Work Plan(s) and approved by the JFS Contract Manager. Any adjustments to due dates must be prior-approved by the ODJFS Contract Manager. The Deliverables must be submitted along with a submittal letter.

The Contractor must attend project meetings with State personnel and deliver project status reports as specified below:

1. **Kick-off Meeting**: The Contractor must attend the Contract "kick-off" meeting which will formally announce project initiation and will be held within 10 working days after the project start date. The meeting will focus specifically on the responsibilities of the Contractor and working relationships and interactions among the Contractor and State staff. At this time, the Contractor must provide the ODJFS Contract Manager with an updated work schedule which reflects any changes to the proposed work schedule.
2. **Bi-weekly Status Reports**: During the term of the Contract, the Contractor must provide the ODJFS Contract Manager with bi-weekly status reports. The reports must provide a status update for each activity being conducted, the update must include information about current status, plans for next steps and any issues/concerns. An updated project schedule must accompany the status reports.
3. **Weekly Meetings**: The Contractor must meet weekly with the ODJFS Contract Manager during all project phases.
4. **Updated Work Plans**: The Contractor shall provide updated work plans on a quarterly basis to the Contract Manager who shall have the authority to approve work plans. Work plans shall include but not be limited to, updated time frames for completion of activities and deliverables. The work plan shall be appended to the Contract and shall have full force of the Contract.

In addition, the Contractor may be required to conduct studies in conjunction with, share developed study tools, and coordinate analysis with other ODJFS external vendors.

SECTION III. OTHER CONTRACTUAL REQUIREMENTS

3.1 State Contracts

Proposals must list any current contracts the vendor has with State of Ohio agencies. The list must indicate the purpose of the contract, the amount of the contract, the time period covered by the contract, and the percent of the project completed.

3.2 Interview

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

3.3 Start Work Date

The selected vendor must be able to begin work no later than seven working days after the time funds are encumbered and approved by the Office of Budget and Management. The ODJFS Contract Manager will notify the selected vendor when work may begin. Any work begun by the vendor prior to this notification will not be reimbursable by ODJFS.

3.4 Proposal Costs

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

3.5 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 (RLB) or other procurement efforts. ODJFS shall consider all proposals voluntarily submitted in response to any ODJFS RFP to be free of trade secrets and such proposals shall, in their entirety, be made a part of the public record.

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

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

claim.

3.6 Contractual Requirements

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

3.7 Travel Reimbursement

Travel should be folded into the overhead, per diem, or the hourly rates which are built into the cost of the deliverables. Travel is not to be listed separately.

3.8 Minority Business Enterprise

ODJFS is required by Section 125.081(B) and 123.151 of the Ohio Revised Code to award fifteen percent of its total procurement to vendors certified as a Minority Business Enterprise (MBE). Ohio certified Minority Business Enterprise is defined in R.C. Section 122.71. If the Proposal is not submitted by a certified MBE, the vendor is strongly encouraged to subcontract a minimum of fifteen percent of the total

contract price to an Ohio certified MBE.

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

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

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

A listing of Ohio certified Minority Business Enterprises may be accessed through the Internet at <http://www.state.oh.us/das/eod/EODMBEOff.htm>.

3.9 Other Sub-Contractors

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

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

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

3.10 Public Release of Records

Only ODJFS will make public release of any evaluation or monitoring reports funded under this agreement. Prior to public release of such reports, ODJFS must have at least a 30-day period for review

and comment.

3.11 Confidentiality

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

3.12 Key Personnel

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

3.13 Ethical and Conflict of Interest Requirements

1. No contractor or individual, company or organization seeking a contract shall promise or give to any ODJFS employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties.
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 that could result in violations of ethics and/or conflicts of interest. Any contractor or potential contractor who violates the requirements and prohibitions here or in 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 subcontractors who violate sections 102.03, 102.04, 2921.42, or 2921.43 of the Ohio Revised Code may be prosecuted for criminal violations.

3.14 Health Insurance Portability & Accessibility Act (HIPAA) Requirements

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

HIPAA compliance requires, at minimum, that the contractor:

- § shall not use or disclose PHI except as specifically required under the terms of the contract with ODJFS, or as otherwise required under the HIPAA regulations or other applicable law.
- § shall use appropriate safeguards to protect against use or disclosure not provided for by this Agreement.

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

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

SECTION IV. PROPOSAL FORMAT AND SUBMISSION

4.1 Proposal Submission

The proposal must be prepared and submitted in accordance with instructions found in this Section. One original and seven (7) copies of the Technical Proposal and one original and three (3) copies of the Cost Proposal (in separate sealed envelopes) labeled: **“NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR MEDICAID EXTERNAL QUALITY REVIEW RFP#: R-04-07-0025 FROM (VENDOR’S NAME)”**, must be received by ODJFS no later than 3 p.m. on **Wednesday, June 25, 2003**. Proposals received after this date and time will not be reviewed. Material mailed or submitted separately from the proposal packet will not be accepted or added to the proposal by staff of ODJFS. Faxes will not

be accepted. Proposals must be addressed to:

**Ohio Department of Job and Family Services
Office of Contract Administration
30 E. Broad Street, 32nd Floor
Columbus, Ohio 43215-3414**

For hand delivery on the due date, vendors are to allow sufficient time for downtown parking considerations, as well as for security checks at both the lobby of the Rhodes State Office Tower (address as stated above) and again on the 32nd Floor. All proposals received on the due date will be accepted at the ODJFS Bid Room (South Conference Room), managed by the Office of Contract Administration, on the 32nd Floor of the Rhodes Tower. **DAS WILL NOT ACCEPT PROPOSALS FOR THIS RFP PROJECT. ODJFS is not responsible for any proposals delivered to any address other than the address provided above.**

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

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

4.2 Format for Submission of the Proposal

To be accepted and forwarded to the Proposal Review Committee (PRC), a proposal must include one original and seven (7) copies of the Technical Proposal and one original and three (3) copies of the Cost Proposal as described in this section. The Technical Proposal must contain all the information as specified and requested for each of the components listed below. Additionally, the proposal must meet the requirements of Sections **II, III and this Section IV, PROPOSAL FORMAT AND SUBMISSION**, to be accepted for further consideration. A sample Technical Proposal Score Sheet is provided as **Attachment C** for vendors to check their proposals for completeness.

The vendor’s Technical Proposal must contain the following components (organized in six primary tabs and divided into sub-tabs) as described below. Any other information thought to be relevant, but not applicable to a specific RFP section number/letter must be provided as an appendix to the proposal and so marked as an additional tab. All pages shall be sequentially numbered.

- Tab 1** Transmittal Letter
- Tab 2** Vendor Qualifications
 - Sub-Tab 1** Minimum Qualifications
 - Sub-Tab 2** Organizational Experience and Capabilities
 - Sub-Tab 3** Staff Experience and Capabilities
- Tab 3** Tables/Charts of Vendor Time Frames and Staff Allocation
- Tab 4** Specification of Activities and Deliverables—Proposed Work Plan
 - Sub-Tab 1** Activity A

Sub-Tab 2 Activity B

Sub-Tab 3 Activity C

Etc.....

Tab 5 Request for Taxpayer Identification, W-9 Form

Tab 6 Supplemental Contract and EEO Information Form

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

IMPORTANT - DISQUALIFIERS:

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

- Any trade secret, proprietary, or confidential information (as defined in Section 3.5 of this RFP) found anywhere in a vendor's proposal shall result in immediate disqualification of that vendor's proposal.

A. Technical Proposal

The Technical Proposal must address all points outlined in the RFP (excluding any cost information which is to be included in the Cost Proposal). The vendor's Technical Proposal must contain the following components, at minimum.

1. Transmittal Letter (Tab 1)

In this section, the vendor is required to submit a letter that (1.) identifies the

vendor; and (2.) the name, title, address, and telephone number of the vendor's contact person with authority to address contractual issues, including (3.) a person with the authority to execute a contract on behalf of the vendor. The letter must (4.) indicate whether, if offered a contract, the vendor would request any changes in the standard ODJFS contract language (see Attachment A). If so, the vendor should strike out those portions of the contract model it would prefer be changed and provide suggested alternate language. A copy of the annotated model contract should in this case be included in the vendor's proposal immediately following the transmittal letter. The letter must (5.) include a statement indicating the legal entity and licensure, and tax status of the organization responding to the RFP. Finally, the letter must (6.) include a statement guaranteeing that the proposal will remain valid for 90 days after the deadline for Proposal submission.

2. Vendor Qualifications (Tab 2)

a. Minimum Qualifications (Sub-Tab 1)

In this section, the vendor must, at minimum, demonstrate or provide necessary evidence (in sequential order) for the mandatory qualifications as specified in Section 2.2, A. Minimum Qualifications.

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

In this section, the vendor shall demonstrate or provide necessary evidence (in sequential order) to address the qualifications as specified in Section 2.2, B., Organizational Experience and Capabilities. Responses must demonstrate and document the ability to complete all work identified in Section 2.3, Specification of Deliverables.

c. Staff Experience and Capabilities (Sub-Tab 3)

In this section, the vendor shall demonstrate significant expertise of staff assigned to key leadership roles for this project; provide necessary profiles and curriculum vitae; and demonstrate or provide necessary evidence (in sequential order) to address the qualifications as specified in Section 2.2, C. Staff Experience and Capabilities.

3. Tables/Charts of Vendor Time Frames & Staff Allocation (Tab 3)

In this section, the vendor must provide:

- a. Provide a current organizational chart (including any subcontractors) and specify the key management and administrative personnel who will be assigned to this project, including an analysis of the vendor's total work force by level, by race and by sex; and

- b. Provide a timeline for each component of the scope of work and the project overall including the staff hours for personnel involved. Include a Table of Organization (including any subcontractors) and a chart showing the number of hours devoted to the project by vendor or sub-contractor staff. The vendor must provide the percentage of time each key management person will devote to the project.

4. Specification of Activities and Deliverables—Proposed Work Plan (Tab 4)

This section should describe in detail how the vendor proposes to approach the project as described in this RFP, Section 2.1, Scope of Work, and to address each of the deliverables identified in Section 2.3, Specifications of Deliverables, and Section 2.4, Project Management of this RFP. Vendors should place their responses for each Activity identified in Section 2.3 behind separate sub-tabs as described above.

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

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

6. Supplemental Contract and EEO Information Form (Tab 6)

This form (provided as **Attachment K**) is used by vendors to list any current contracts they (and, if applicable, their sub-contractors) may have with State of Ohio agencies and state universities. The list must indicate the purpose of the contract, the amount of the contract, the time period covered by the contract, and the approximate percentage of the project completed. The term, ‘current contracts,’ refers to any contracts officially awarded to the vendor for which work has not begun, or for work which has not yet been completed or, if work is completed, for which final invoices have not yet been paid by the state. If the vendor has no current contracts with such agencies, the vendor is to state that in the Cost Proposal.

B. Cost Proposal

The Cost Proposal (one signed original with three copies) must be submitted in a separate, sealed envelope, and labeled: **“NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR MEDICAID EXTERNAL QUALITY REVIEW, RFP#: R-04-07-0025 FROM (Vendor’s Name).”** The above Technical Proposal must not contain cost information, or the entire proposal will be disqualified from further consideration. **The Cost Proposal must include a signed statement that the prices quoted are firm.**

Vendors are to complete **Attachment J**, Cost Proposal Form (either as printed from this RFP or a reasonable facsimile) and return it, signed, as their Cost Proposal. At vendor discretion, additional documentation may also be included with the completed Attachment

J. as explanatory information, but when making the vendor selection and when executing the contract, ODJFS will consider only the dollar amounts displayed on the Cost Proposal form.

1. Cost Proposal Calculations:

In calculating their total proposal cost, vendors must consider costs resulting from Activities J through M in Section 2.3, Specification of Deliverables, as well as all project costs, primary and incidental, necessary to complete all project activities (whether explicitly identified by ODJFS in this RFP or not), including the following cost assumptions:

- Staffing/Administrative costs (includes fringe benefits, overhead, travel, insurance, etc.);
- Study design and development cost;
- Sampling process cost;
- Record collection and data abstraction cost;
- Data analyses and reports cost;
- Clinical expertise/Technical Support cost;
- Subcontractor services cost, if any;
- Report production costs; and
- Any additional costs.

The Cost Proposal must provide a fixed cost per Activity (A through I) and, where indicated on Attachment J., per MCP. The costs per MCP cannot vary. Vendors are to base their Cost Proposal calculations on the assumption that there are six MCPs in the program. Should an MCP enter or exit the program during the contract period or renewal, the price per-MCP will remain the same, but the actual reimbursement for those designated activities will be based on the number of MCPs involved for that activity.

Costs-per-activity must be correctly displayed on the Cost Proposal form, considering whether the activity is annual or once per-biennium. The Cost Proposal form must be completed for both the initial contract term (SFYs 2004 through 2005), and the possible renewal term (2006 through 2007). Vendor proposed costs for contingent activities (e.g. Activity I) are to be reflected on the Cost Proposal form, but will be reimbursed to the selected contractor only if those activities are actually required by ODJFS.

2. Contractor Reimbursement:

The contract expected to result from this RFP will be performance-based. Reimbursement to the contractor will be based on satisfactory accomplishment of each deliverable/activity as defined on the Cost Proposal Form. Where appropriate, deliverable/activity payment will also be based on the number of MCPs studied/evaluated. Additionally, all payments from ODJFS to contractor will be subject to a 10% (ten percent) performance hold-back.

For example, in SFY 04 Activity “X” must be performed for all six (current) MCPs. But due to satisfactory results in that '04 evaluation for two of them, those two MCPs are not subject to that review for '05; the EQRO contractor only performs that evaluation on four MCPs for SFY 05. Therefore, actual payment to the contractor for that activity for SFY 04 would be the contractor's proposed cost-per-MCP for that activity, multiplied by six MCPs, less the 10% hold-back. The actual payment for that activity for SFY 05 would be the contractor's proposed per-MCP cost for that activity, multiplied by only four MCPs, less the 10% hold-back.

In consideration of the selected contractor's operating expenses, the contractor will be permitted to submit an invoice to request up to 50% (less the hold-back amount) of the per-deliverable/activity cost for any activity following the completion of study criteria development and sampling phases associated with that activity. Following the completion of the deliverable/activity, the contractor may then submit an invoice for the remaining 50% of that activity's cost, again, less the hold-back amount. At the end of each SFY in the initial contract term (SFYs 04 – 05), and if appropriate, again at the end of each SFY in the renewal term, the contractor will submit an invoice to claim the amount of the performance hold-back withheld annually.

Unless the number of Medicaid MCPs operating in Ohio increases,* the value of the ODJFS contract (both initial term and any renewal period) with the selected vendor will not exceed the dollar amounts offered by the vendor on the Cost Proposal form for the SFY 2004 to 2005 contract term, and for renewal term of SFY 2006 to 2007. (*As indicated on Attachment J., Cost Proposal Form, certain contract activities will be reimbursed based on the actual number of MCPs for which that activity must be performed.)

Vendor proposed costs for contingent activities are to be reflected on the Cost Proposal form as indicated, but will be reimbursed to the selected contractor only if those activities are actually required by ODJFS.

Vendors are reminded that ODJFS may not issue a contract for services beyond the SFY 04 - 05 Budget Biennium, which begins July 01, 2003 and ends June 30, 2005. Renewal for subsequent SFYs 06 and 07 must be planned for in the Cost Proposal, but the renewal contract is contingent upon satisfactory performance by the selected vendor, all required contract approvals, and appropriate funding availability, and is at the sole discretion of ODJFS.

3. Cost Proposal Consideration:

Scoring (according to Section 5.1, C.) will utilize the four-year (both initial contract term and possible renewal) Total Costs shown on the Cost Proposal, for an assumed six MCPs, including costs of any and all optional activities.

SECTION V. CRITERIA FOR PROPOSAL EVALUATION

5.1 Scoring of Proposals

ODJFS will contract with the organization that best demonstrates the ability to meet RFP requirements. Vendors submitting a response will be evaluated based on the capacity and experience demonstrated in their Technical and Cost Proposal. All proposals will be reviewed and scored by a Proposal Review Committee (PRC), which is comprised of ODJFS personnel who are knowledgeable about the RFP scope of work and deliverable requirements. Final selection of the vendor will be based upon the criteria specified in Sections II., IV. and V. of this RFP. Any proposals not meeting the requirements contained in Sections II., IV. and V. of this RFP will not be scored. In scoring the proposals, ODJFS will score in three phases:

A. Phase I. Review–Initial Qualifying Criteria:

The vendor’s proposal must meet the following Phase I criteria to be distributed to the PRC for Phase II review. Any “no” response for the listed Phase I criteria will eliminate a proposal from any further consideration. The mandatory criteria are as follows:

1. Was the vendor’s proposal received by the **deadline** (as specified in Sections 1.6 and 4.1)?
2. Did the vendor submit **one (1) original and seven (7) copies** of the Technical Proposal and a separately sealed, marked envelope containing the Cost Proposal (as specified in Section 4.1)?
3. Has the vendor demonstrated that it is, or will subcontract with, an NCQA-certified CAHPS vendor (as specified in Section 2.2 A.)?
4. Has the vendor demonstrated that it is, or will subcontract with, an NCQA-certified HEDIS Compliance Auditor (as specified in Section 2.2 A.)?
5. Does the vendor have a minimum of five years experience performing external quality review related activities (as specified in Section 2.2 A.)?
6. Has the vendor demonstrated staff experience and knowledge of Medicaid programs, policies & data systems; managed care delivery systems, organizations, and financing; quality assessment and improvement methods; research design and methodology, including statistical analysis; and sufficient physical, technological, and financial resources to conduct EQR and EQR-related activities (as specified in Section 2.2 A.)?

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

The PRC will then score those qualifying technical proposals by assessing how well the vendor meets the requirements of this RFP. Using the score sheet for Phase II Scoring (see **Attachment C** of this RFP for specific evaluation criteria), the PRC members will read, review, discuss, and reach consensus on the final technical score for each qualifying technical proposal.

A maximum of **1160** points will be awarded for the Technical Proposal. A technical proposal must achieve a total of at least **928** points (indicating a proposal that is ‘adequate’) out of the possible **1160** points to qualify for continued consideration. Any proposal which does not earn the minimum technical points will be disqualified from any further consideration and its cost proposal will neither be opened nor considered. All Phase II technical proposal evaluation criteria will be scored according to the following scale, based on a proposed plan’s ability to meet ODJFS needs. The Phase II scoring sheet (Attachment C) uses the following grid for each requirement to be rated:

<u>Fails to Meet Req.</u>	<u>Inadequate at Meeting Req.</u>	<u>Meets Req.</u>	<u>Exceeds</u>
0	6	8	10

Technical Performance Scoring Definitions:

“Fails to Meet Requirement” - a particular RFP requirement was not addressed in vendor proposal, **Score = 0**

“Inadequate at Meeting Requirement” - vendor proposal demonstrates some attempt at meeting a particular RFP requirement, but that attempt falls below acceptable level, **Score = 6**

“Meets” - vendor proposal fulfills a particular RFP requirement in all material respects, potentially with only minor, non-substantial deviation, **Score = 8**

“Exceeds” - vendor proposal fulfills a particular RFP requirement in all material respects, and offers some additional level of quality in excess of ODJFS expectations, **Score = 10**

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

C. Phase III. Review—Consideration of the Cost Proposal

All Technical Proposals which earn at least the minimum technical score of **928** will proceed to the next level of review, which is consideration of the Cost Proposals.

The cost proposal comparison will be based on dividing the grand total of each qualifying vendor's Cost Proposal by that vendor's final Technical Proposal score. This compares the cost with the quality of the Technical Proposal, to provide an average cost-per-quality point earned on the Technical Proposal.

5.2 Tie Breaker

In the event that two or more of the proposals have a score which is tied after final review of both the technical proposal and the cost proposal, the proposal with the higher score in the technical proposal will prevail. If the technical scores are tied, ODJFS may at its sole discretion issue clarification questions and/or require interviews. Responses to those interview or written questions will be scored by the review committee in a manner similar to the process described in Section V to select a vendor.

5.3 Final Selection

ODJFS reserves the right to check vendor references before announcing its final selection. Award of the contract will be made to the qualifying vendor which offers the lowest cost-per-quality point.

SECTION VI. PROTEST PROCEDURE

6.1 Protests

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

A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this RFP. The protest shall be in writing and must contain the following:

1. The name, address, and telephone number of the protestor;
2. The name and number of the RFP being protested;
3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
4. A request for a ruling by ODJFS;
5. A statement as to the form of relief requested from ODJFS; and
6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.

A timely protest shall be considered by ODJFS if it is received by the ODJFS, Office of Legal Services within the following periods:

1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00

p.m. on the closing date for receipt of the proposals, as specified in Section 1.6 of this RFP.

2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. on the tenth working day after the issuance of the Letter of Intent to award the contract.

An untimely protest may be considered by ODJFS if the Department determines that the protest raises issues significant to the Department's procurement system. An untimely protest is one received by ODJFS, Office of Legal Services after the time periods set forth in item 2 of this section.

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

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.

ODJFS, Office of Legal Services shall issue written decisions on all timely protests and shall notify the vendor who filed an untimely protest as to whether or not the protest will be considered.

ODJFS is under no obligation to issue a contract as a result of this solicitation if, in the opinion of ODJFS and the PRC none of the proposals were responsive to the objectives and needs of the Department. ODJFS reserves the right to not select any vendor should ODJFS decide not to proceed.

Changes in this RFP of a material nature will be provided via the DAS web site dedicated to this RFP. All vendors are responsible for obtaining any such changes without further notice by ODJFS.

6.2 Caveats

ODJFS is under no obligation to issue a contract as a result of this solicitation if, in the opinion of ODJFS and the proposal review team, none of the proposals are responsive to the objectives and needs of the Department. ODJFS reserves the right to not select any vendor should ODJFS decide not to proceed. Changes in this RFP of a material nature will be provided via the DAS web site dedicated to this RFP. All vendors are responsible for obtaining any such changes without further notice by ODJFS. Payments for any and all services provided pursuant to the contract are contingent upon the availability of state and federal funds.

SECTION VII. ATTACHMENTS

- A. ODJFS Model Contract (4.2 A., 1.)**
- B. Request for Taxpayer Identification Number (W-9) (Sec. 4.2/4.2 A., 5.)**
- C. Technical Proposal Scoring Sheet (Sec. 4.2, A., 2., b.)**
- D. Quality Strategy (Sec. 1.3 B)**
- E. Ohio Medicaid Data File Specifications (Sec. 2.3, M., 1.)**
- F. Managed Care Plan List (Sec. 2.3 A., 1.)**
- G. Managed Care Enrollment Report (Sec. 1.3 D)**
- H. Quality of Care Study Schedule (Sec. 2.3, B., 2.)**
- I. Call Center Standards (Sec. 2.3, A., 2.)**
- J. Cost Proposal Form (Sec. 4.2 B.)**
- K. Supplemental EEO Information (Sec. 4.2, A., 6.)**
- L. Abbreviation Listing (Sec. 1.1)**
- M. Reference Documents- URL Listings (Sec. 2.3 D., E., G., H., L.)**

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

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 ▶
------------------	----------------------------	--------

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
TECHNICAL PROPOSAL SCORE SHEET
Medicaid External Quality Review
RFP#: R-04-07-0025

Phase I: Initial Qualifying Criteria for Distribution to Proposal Review Committee

The vendor’s proposal **must** meet all of the following PHASE I criteria in order to be considered for further evaluation. Any “no” response shall disqualify a vendor’s proposal 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 RFP?	1.6 4.1		
2	Did the vendor submit one (1) original and seven (7) copies of its Technical Proposal as well as its Cost Proposal, in a separate, sealed envelope properly labeled: “NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR MEDICAID EXTERNAL QUALITY REVIEW RFP#: R-04-07-0025 FROM (VENDOR’S NAME)”?	4.1 4.2 4.2, b.		
3	Has the vendor demonstrated that it is, or will subcontract with, an NCQA-certified CAHPS vendor.	1.1 2.2 A.		
4	Has the vendor demonstrated that it is, or will subcontract with, an NCQA-certified HEDIS Compliance Auditor.	1.1 2.2 A.		
5	Does the vendor have a minimum of five years of experience performing external quality review related activities?	1.1 2.2 A.		
6	Has the vendor demonstrated staff experience and knowledge of Medicaid programs, policies & data systems; managed care delivery systems, organizations, and financing; quality assessment and improvement methods; research design and methodology, including statistical analysis; and sufficient physical, technological, and financial resources to conduct EQR and EQR-related activities?	1.1 2.2 A.		

Phase II: Evaluation Criteria for Scoring of the Technical Proposal

Qualifying technical 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 the technical proposal exceeds, meets, is inadequate at meeting requirements, or fails to meet the requirements expressed in the RFP, and assign the appropriate point value, as follows:

0	6	8	10
Fails to Meet Requirements	Inadequate at Meeting Requirements	Meets Requirement	Exceeds Requirements

A technical proposal’s total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying proposal. Technical proposals which do not meet or exceed a total score of at least **928** points (a score which represents that it “meets” all the evaluation criteria) out of a maximum of **1160** points, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III, Consideration of the Cost Proposal.

ITEM #	EVALUATION CRITERIA	RFP Sec. Ref.	Fails to Meet 0	Inadequate 6	Meets 8	Exceeds 10
TRANSMITTAL LETTER						
1	The vendor has included a transmittal letter (signed in blue ink) conveying all requested information as specified in the RFP.	4.2 A, 1.				
ORGANIZATIONAL EXPERIENCE & CAPABILITIES						
2	The vendor has provided a brief description of the organization's history and current operations in Ohio and the United States, including any subcontractors (per Sections 3.8, Minority Business Enterprises and 3.9, Other Sub-Contractors) and has provided a statement that it has the capacity to maintain the large data files provided by ODJFS and that the organization will use the appropriate software to assure file exchange with ODJFS.	2.2 B, 1.				
3	The above description regarding the vendor's organizational history and operations as well as their statement addressing their data file capacity and use of appropriate software is adequate to meet ODJFS needs as expressed in the RFP.					
4	The vendor has provided the total number of years experience the vendor has had working with state Medicaid programs and has separated the total number of corporate years from the total number of staff years.	2.2 B, 2.				
5	The above description regarding the vendor's years of experience in working with state Medicaid programs is adequate to meet ODJFS needs as expressed in the RFP.					
6	The vendor has identified state programs in which they have undertaken major policy development activities for the health care delivery system, including technical assistance related to quality assurance/improvement program evaluation and development. (Previous projects related to the delivery of health care services are of particular interest).	2.2 B, 3.				
7	The vendor has identified (for each state listed in Sec. 2.2, B., 3.), as succinctly as possible: (a) the length and dates of the contract, (b) the staff allocated, (c) the work undertaken, and (d) the deliverables produced; has specified whether or not all deliverables described in the contract's scope of services were produced; and has provided a contact person for the state agency who has knowledge of the work in the performed for that respective State.	2.2 B, 4.				
8	The vendor has provided examples of any documents that have been prepared for state Medicaid agencies or other purchasers, regulators, and health care systems to explicitly and consistently measure and evaluate the quality of care delivered. (Previous experience related to the delivery of health care services in certain quality-of-care areas identified in the RFP scope of work is of particular interest).	2.2 B, 5.				
9	The vendor has demonstrated experience providing technical assistance related to quality improvement, assurance, and program evaluation to State Medicaid programs as well as identified states and described projects.	2.2 B, 6.				
10	The above description regarding the vendor's experience providing technical assistance related to quality improvement, assurance, and program evaluation to State Medicaid programs as well as identified states and described projects is adequate to meet ODJFS needs as expressed in the RFP.					
11	The vendor has demonstrated experience with data retrieval and medical record audits for state Medicaid agencies or other purchasers, regulators or health care systems.	2.2 B, 7.				
12	The above description regarding the vendor's experience with data retrieval and medical record audits for state Medicaid agencies or other purchasers, regulators or health care systems is adequate to meet ODJFS needs as expressed in the RFP.					
13	The vendor has demonstrated experience with encounter data validation or omission reviews that compare services documented in the medical records of enrollees to corresponding encounters.	2.2 B, 8.				
14	The above description regarding the vendor's experience with encounter data validation or omission reviews that compare services documented in the medical records of enrollees to corresponding encounters is adequate to meet ODJFS needs as expressed in the RFP.					

ITEM #	EVALUATION CRITERIA	RFP Sec. Ref.	Fails to Meet 0	Inadequate 6	Meets 8	Exceeds 10
15	The vendor has demonstrated experience conducting focused quality of care studies according to principals of sound research design and using appropriate statistical analysis.	2.2 B, 9.				
16	The above description regarding the vendor's experience conducting focused quality of care studies according to principals of sound research design and using appropriate statistical analysis is adequate to meet ODJFS needs as expressed in the RFP.					
17	The vendor has demonstrated experience conducting operational compliance audits, including information about desktop reviews, on-site audits, forms used to evaluate compliance and reporting of results.	2.2 B, 10.				
18	The above description regarding the vendor's experience conducting operational compliance audits, including information about desktop reviews, on-site audits, forms used to evaluate compliance and reporting of results is adequate to meet ODJFS needs as expressed in the RFP.					
19	The vendor has demonstrated experience conducting or validating performance improvement projects, including information about tools used to either conduct or validate projects, types of projects (e.g., clinical or administrative), and information about how results were shared with State or other purchaser.	2.2 B, 11.				
20	The above description regarding the vendor's experience conducting or validating performance improvement projects, including information about tools used to either conduct or validate projects, types of projects (e.g., clinical or administrative), and information about how results were shared with State or other purchaser is adequate to meet ODJFS needs as expressed in the RFP.					
21	The vendor has demonstrated experience reviewing and auditing health care provider information systems, including information about tools and staff used to audit the systems, types of systems reviewed (e.g., MCP, hospital, individual provider level, State agency, etc.) and information about any technical assistance that was provided to purchaser to address findings from audit.	2.2 B, 12.				
22	The above description regarding the vendor's experience reviewing and auditing health care provider information systems, including information about tools and staff used to audit the systems, types of systems reviewed (e.g., MCP, hospital, individual provider level, State agency, etc.) and information about any technical assistance that was provided to purchaser to address findings from audit is adequate to meet ODJFS needs as expressed in the RFP.					
23	The vendor has demonstrated experience analyzing HEDIS audited data, including information about how data was collected/received, software used to analyze data, and any experience producing comparative reports based upon the data.	2.2 B, 13.				
24	The above description regarding the vendor's experience analyzing HEDIS audited data, including information about how data was collected/received, software used to analyze data, and any experience producing comparative reports based upon the data is adequate to meet ODJFS needs as expressed in the RFP.					
25	The vendor has demonstrated experience with CAHPS survey development and administration, experience conducting Medicaid consumer satisfaction surveys, and submission of data to NCQA and the NCBD.	2.2 B, 14.				
26	The above description regarding the vendor's experience with CAHPS survey development and administration, experience conducting Medicaid consumer satisfaction surveys, and submission of data to NCQA and the NCBD is adequate to meet ODJFS needs as expressed in the RFP.					
27	The vendor has demonstrated research experience that focused on special needs populations (e.g., ABD) as well as research experience in monitoring Disease/Care management programs.	2.2 B, 15.				
28	The above description regarding the vendor's research experience that focused on special needs populations (e.g., ABD) as well as research experience in monitoring Disease/Care management programs is adequate to meet ODJFS needs as expressed in the RFP.					

ITEM #	EVALUATION CRITERIA	RFP Sec. Ref.	Fails to Meet 0	Inadequate 6	Meets 8	Exceeds 10
STAFF EXPERIENCE & CAPABILITIES						
29	The vendor has provided the number of executive and professional personnel, management analysts, programmers, consultants, etc., who will be employed in the work and has shown where these personnel will be physically located during the time that they are engaged in the work.	2.2 C, 1.				
30	The vendor has provided resumes, education, experience and a list of related published works for key management personnel involved in conducting this type of project (key management personnel include the project director, project manager, medical director, health data analyst, statistician, technical writer, systems analyst, information system manager, and data base administrator).	2.2 C, 2.				
31	The above description regarding the vendor's resumes, education, experience and a list of related published works for key management personnel involved in conducting this type of project is adequate to meet ODJFS needs as expressed in the RFP.					
32	The vendor has assigned and specified the statistician(s) who will participate in the project; and this person(s) has/have achieved at least a master's degree in Statistics, mathematics or Bio-Statistics, or a PhD in a related field; and has/have at least 3 years of experience drawing complex stratified samples and weighting results.	2.2 C, 3.				
33	The vendor has assigned and specified that a technical writer will participate in the project and has demonstrated that this individual has at least 3 years of experience writing health care related reports.	2.2 C, 4.				
34	The vendor has assigned a systems analyst to the project and has demonstrated that the analyst has at least three years of experience with data base management systems and eighteen months of experience with Medicaid information systems.	2.2 C, 5.				
TABLES/CHARTS OF VENDOR TIME FRAMES & STAFF ALLOCATION						
35	The vendor has provided a current organizational chart (including any subcontractors) and specified the key management and administrative personnel who will be assigned to this project, including an analysis of the vendor's total work force by level, by race and by sex.	4.2 A., 3., a.				
36	The above description regarding the vendor's current organizational chart (including any subcontractors) which specifies the key management and administrative personnel who will be assigned to this project, including an analysis of the vendor's total work force by level, by race and by sex is adequate to meet ODJFS needs as expressed in the RFP.					
37	The vendor has provided a time line for each component of the scope of work and the project overall including the staff hours for personnel involved; a Table of Organization (including any subcontractors); a chart showing the number of hours devoted to the project by vendor or sub-contractor staff; and the percentage of time each key management person will devote to the project.	4.2 A., 3., b.				
38	The above description regarding the vendor's time line for each component of the scope of work and the project overall including the staff hours for personnel involved; a Table of Organization (including any subcontractors); a chart showing the number of hours devoted to the project by vendor or sub-contractor staff; and the percentage of time each key management person will devote to the project is adequate to meet ODJFS needs as expressed in the RFP.					
SPECIFICATIONS OF DELIVERABLES						
Activity A--Evaluation of Administrative Processes and Compliance						
39	The vendor indicated how they will conduct review of each MCP's administrative processes to assist ODJFS in determining MCP compliance with program requirements in effect during the time period under review, including the design of review tools, subject to ODJFS approval, and an on-site audit of specified MCP administrative functions.	2.3 A,1.				

ITEM #	EVALUATION CRITERIA	RFP Sec. Ref.	Fails to Meet	Inadequate	Meets	Exceeds
			0	6	8	10
40	The above description regarding the vendor's plan to conduct review of each MCP's administrative processes to assist ODJFS in determining MCP compliance with program requirements in effect during the time period under review, including the design of review tools, subject to ODJFS approval, and an on-site audit of specified MCP administrative functions is adequate to meet ODJFS needs as expressed in the RFP.					
41	The vendor has indicated how they will perform periodic (no less than annual) audits of compliance with ODJFS Call Center requirements for selected MCPs.	2.3 A, 2.				
42	The above description regarding the vendor's plan to perform periodic (no less than annual) audits of compliance with ODJFS Call Center requirements for selected MCPs is adequate to meet ODJFS needs as expressed in the RFP.					
Activity B--Focused Studies of Clinical Health Care Quality						
43	The vendor indicated how they will: conduct focused studies of health care quality in order to evaluate processes and outcomes of care; make comparisons of MCP performance against specified performance standards, national benchmarks, or each other; and provide the State and the vendor with information upon which to base corrective action plans or quality improvement initiatives, as specified by ODJFS.	2.3 B., 1., a.				
44	The above description regarding the vendor's plan to conduct focused studies of health care quality in order to evaluate processes and outcomes of care; make comparisons of MCP performance against specified performance standards, national benchmarks, or each other; and provide the State and the vendor with information upon which to base corrective action plans or quality improvement initiatives, as specified by ODJFS is adequate to meet ODJFS needs as expressed in the RFP.					
45	The vendor indicated how they will analyze the data and report findings for HEDIS measures.	2.3 B, 2., a.				
46	The above description regarding the vendor's plan to analyze data and report findings for HEDIS measures is adequate to meet ODJFS needs as expressed in the RFP.					
Activity C--Encounter Data Validation and Omission Studies						
47	The vendor indicated how they will conduct two (2) encounter data studies annually; one (1) EDV study and one (1) EDO study.	2.3 C, 1.				
48	The above description regarding the vendor's plan to conduct two (2) encounter data studies annually; one (1) EDV study and one (1) EDO study is adequate to meet ODJFS needs as expressed in the RFP.					
49	The vendor indicated how they will provide on-site technical assistance to MCPs that perform poorly on the annual EDO and EDA studies and/or who have poor quality data.	2.3 C., 2.				
50	The above description regarding the vendor's plan to provide on-site technical assistance to MCPs that perform poorly on the annual EDO and EDA studies and/or who have poor quality data is adequate to meet ODJFS needs as expressed in the RFP.					
Activity D--Validation of Performance Measures						
51	The vendor indicated how they will validate the performance measures calculated by the State.	2.3 D.				
52	The above description regarding the vendor's plan to validate the performance measures calculated by the State is adequate to meet ODJFS needs as expressed in the RFP.					
Activity E--MCP Systems Review						
53	The vendor indicated how they will conduct a thorough review of each MCP's information systems, including a review of data management processes and procedures for collecting and integrating information.	2.3 E, 1, a. and b.				

ITEM #	EVALUATION CRITERIA	RFP Sec. Ref.	Fails to Meet	Inadequate	Meets	Exceeds
			0	6	8	10
54	The above description regarding the vendor's plan to conduct a thorough review of each MCP's information systems, including a review of data management processes and procedures for collecting and integrating information. is adequate to meet ODJFS needs as expressed in the RFP.					
55	The vendor indicated how they will assess MCPs data integration by reviewing each MCP's ability to link data, examining data transfer processes, and data repositories.	2.3 E, 1, c.				
56	The above description regarding the vendor's plan to assess MCPs data integration by reviewing each MCP's ability to link data, examining data transfer processes, and data repositories is adequate to meet ODJFS needs as expressed in the RFP.					
57	The vendor indicated how they will provide technical assistance to the MCP in order to address any deficiencies.	2.3 E, 1, d.				
58	The vendor indicated how they will conduct a systems review for MCPs entering the Managed Care program.	2.3 E, 2.				
59	The above description regarding the vendor's plan to conduct a systems review for MCPs entering the Managed Care program is adequate to meet ODJFS needs as expressed in the RFP.					
Activity F--ODJFS Systems Review						
60	The vendor has indicated how they will review the data management processes of ODJFS and conduct on-site activities as specified in the RFP.	2.3 F, 1. & 2.				
61	The above description regarding the vendor's plan to review the data management processes of ODJFS and conduct on-site activities as specified in the RFP is adequate to meet ODJFS needs as expressed in the RFP.					
Activity G--Validation of Performance Improvement Projects						
62	The vendor has demonstrated how they will evaluate and validate the MCP performance improvement projects.	2.3 G, 1.				
63	The above description regarding the vendor's plan to evaluate and validate the MCP performance improvement projects is adequate to meet ODJFS needs as expressed in the RFP.					
64	The vendor has demonstrated how they will (as part of this validation process) provide ongoing (i.e., prospective and concurrent) technical assistance to MCPs in their development and management of their PIPs.	2.3 G, 2.				
Activity H--Consumer Satisfaction Surveys						
65	The vendor has indicated how they will conduct annual consumer satisfaction surveys for the managed care delivery system.	2.3 H, 1, a.				
66	The above description regarding the vendor's plan to conduct annual consumer satisfaction surveys for the managed care delivery system is adequate to meet ODJFS needs as expressed in the RFP.					
67	The vendor has demonstrated how they will utilize the CAHPS survey tools and HEDIS surveying protocols and specifications with additional modules and/or questions as specified and approved by ODJFS and comply with the submission of results to NCQA in June of each year and to the National CAHPS Benchmarking Database (NCBD) by August 1 st of each year.	2.3 H, 1, b.				
68	The above description regarding the vendor's plan to utilize the CAHPS survey tools and HEDIS surveying protocols and specifications with additional modules and/or questions as specified and approved by ODJFS and comply with the submission of results to NCQA in June of each year and to the National CAHPS Benchmarking Database (NCBD) by August 1 st of each year is adequate to meet ODJFS needs as expressed in the RFP.					

ITEM #	EVALUATION CRITERIA	RFP Sec. Ref.	Fails to Meet	Inadequate	Meets	Exceeds
			0	6	8	10
69	The vendor has demonstrated, <u>if requested by ODJFS</u> , how they will conduct a satisfaction survey for consumers enrolled in an Enhanced Care Management program.	2.3 H, 2, a.				
70	The above description regarding the vendor's plan to conduct satisfaction survey for consumers enrolled in an Enhanced Care Management program. is adequate to meet ODJFS needs as expressed in the RFP.					
71	The vendor has demonstrated, <u>if requested by ODJFS</u> , how they will conduct a satisfaction survey for consumers enrolled in the more comprehensive program for the ABD populations (e.g., risked-based managed care, primary care case management).	2.3 H, 2, b.				
72	The above description regarding the vendor's plan to conduct a satisfaction survey for consumers enrolled in the more comprehensive program for the ABD populations (e.g., risked-based managed care, primary care case management) is adequate to meet ODJFS needs as expressed in the RFP.					
Activity I--Enhanced Care Management (ECM)						
73	The vendor indicated, <u>if requested by ODJFS</u> , how they will conduct a compliance review for enhanced care management vendors.	2.3 I.				
74	The above description regarding the vendor's plan to conduct a compliance review for enhanced care management vendors is adequate to meet ODJFS needs as expressed in the RFP.					
Activity J--Technical Assistance and Presentations						
75	The vendor has demonstrated that they will provide up to 150 hours of technical assistance to the Medicaid program in each contract year.	2.3 J., 1.				
76	The vendor indicated that they will participate in ODJFS meetings and how they will provide presentations to staff and other audiences.	2.3 J., 2.				
77	The vendor indicated how they would collate and disseminate information concerning best practices and improvement strategies to ODJFS and the MCPs.	2.3 J., 3.				
Activity K--Reporting						
78	The vendor indicated that they will provide reports, for each study year under review, in both color and black-and-white in quantities as specified by ODJFS; and in hard copy and electronic formats.	2.3 K, 1., a. and b.				
79	The vendor indicated how they will provide reports, for each study year under review, which summarize and analyze the findings of survey results, and present the findings, conclusions and recommendations to assist ODJFS in assessing quality of care as well as include information about the topic under review, sampling, indicators, methods, results, and limitations of the study.	2.3 K, 1., c.				
80	The above description regarding the vendor's plan to provide reports, for each study year under review, which summarize and analyze the findings of survey results, and present the findings, conclusions and recommendations to assist ODJFS in assessing quality of care as well as include information about the topic under review, sampling, indicators, methods, results, and limitations of the study is adequate to meet ODJFS needs as expressed in the RFP.					
81	The vendor indicated that they will provide reports, for each study year under review, which include tables that analyze results by indicator and each MCP's compliance with program requirements (for the administrative review).	2.3 K, 1., d.				
82	The vendor demonstrated how they will provide reports, for each study year under review which: provide prospective recommendations to identified patterns of inappropriate utilization or poor standards of care; recommend how to effectively incorporate findings into performance and/or quality improvement projects; and are specific and applicable to the Ohio Medicaid delivery system.	2.3 K, 1., e.				

ITEM #	EVALUATION CRITERIA	RFP Sec. Ref.	Fails to Meet 0	Inadequate 6	Meets 8	Exceeds 10
83	The above description regarding the vendor's plan to provide reports, for each study year under review which: provide prospective recommendations to identified patterns of inappropriate utilization or poor standards of care; recommend how to effectively incorporate findings into performance and/or quality improvement projects; and are specific and applicable to the Ohio Medicaid delivery system is adequate to meet ODJFS needs as expressed in the RFP.					
84	The vendor indicated how they will provide reports, for each study year under review, which analyze and compare MCP quality of care study findings with findings from other state and national studies or benchmarks (when feasible).	2.3 K, 1., f.				
85	The above description regarding the vendor's plan to provide reports, for each study year under review, which analyze and compare MCP quality of care study findings with findings from other state and national studies or benchmarks (when feasible) is adequate to meet ODJFS needs as expressed in the RFP.					
86	The vendor indicated that they will provide reports, for each study year under review, which include comparisons with previous plan performance regarding the analysis of MCP data, whenever possible.	2.3 K, 1., g.				
87	The vendor indicated that they will provide a draft to be reviewed by ODJFS and (if applicable) MCP prior to finalization and distribution.	2.3 K, 1., h.				
88	The vendor indicated that they have the capability to provide: copies of sampling plan, study criteria, data abstraction tool, analysis plans, reports & scoring documents in at least two (2) different electronic formats (one must be in an ODJFS software format and the second must be in Adobe (pdf)); copies of all analytical data files (in SAS); and copies of all programs written to analyze the data (in SAS).	2.3 K, 1., i., j. and k.				
89	The vendor indicated that they will provide a Technical Report on an annual basis which provides ODJFS with a detailed assessment of each MCP's strengths and weaknesses based upon the EQR activities conducted during the preceding contract year.	2.3 K, 3.				
Activity L--Scoring Method						
90	The vendor has demonstrated how they will ensure that each MCP must achieve a minimum score, as specified by ODJFS, on the annual external quality review survey and the annual consumer satisfaction survey as specified in the Provider Agreement between ODJFS and the MCPs.	2.3 L.				
91	The above description regarding the vendor's plan to ensure that each MCP must achieve a minimum score, as specified by ODJFS, on the annual external quality review survey and the annual consumer satisfaction survey as specified in the Provider Agreement between ODJFS and the MCPs is adequate to meet ODJFS needs as expressed in the RFP.					
Activity M--Data Management and Collection						
92	The vendor has demonstrated the capability to access, process and maintain all data from ODJFS, the MCPs, and provider sites or a combination of all three efficiently and accurately.	2.3 M, 1.				
93	The vendor has demonstrated how they will implement security measures as well as demonstrate how electronic and paper files of a confidential nature will be protected from unauthorized access; and has specified who will have access rights to the information and the process which will be utilized to screen individuals who have access to confidential information.	2.3 M, 2.				
94	The above description regarding the vendor's plan to implement security measures as well as demonstrate how electronic and paper files of a confidential nature will be protected from unauthorized access; and has specified who will have access rights to the information and the process which will be utilized to screen individuals who have access to confidential information is adequate to meet ODJFS needs as expressed in the RFP.					

ITEM #	EVALUATION CRITERIA	RFP Sec. Ref.	FAILS TO MEET	INADEQUATE	MEETS	EXCEEDS
			0	6	8	10
95	The vendor has demonstrated having the capability to design and use complex sampling methods, including the use of appropriate statistics and statistical software.	2.3 M., 3.				
96	The vendor has selected a sufficient sample of medical records and provider sites to assure valid studies.	2.3 M., 3.				
97	The vendor has demonstrated how they will comply with the sampling specifications for the Clinical Focused Quality of Care Studies as required in the RFP.	2.3 M., 3., a.				
98	The above description regarding the vendor's sampling specifications for the Clinical Focused Quality of Care Studies is adequate to meet ODJFS needs as expressed in the RFP.					
99	The vendor has demonstrated how they will ensure that the confidence level for the encounter data validation and omission studies does not fall below 95%(with a 5% sampling error).	2.3 M., 3., b.				
100	The vendor has demonstrated how they will utilize qualified surveyors, train the surveyors in data abstraction, and measure inter-rater reliability.	2.3 M., 4., a.				
101	The above description regarding the vendor's plan to utilize qualified surveyors, train the surveyors in data abstraction, and measure inter-rater reliability is adequate to meet ODJFS needs as expressed in the RFP.					
102	The vendor has demonstrated how they will achieve an inter-rater reliability score, as measured by percentage agreement among the abstractors (using Kappa statistics) of at least r+0.7 per study.	2.3 M., 4., b.				
103	The above description regarding the vendor's plan to achieve an inter-rater reliability score, as measured by percentage agreement among the abstractors (using Kappa statistics) of at least r+0.7 per study is adequate to meet ODJFS needs as expressed in the RFP.					
104	The vendor has provided a description of the training materials to ODJFS.	2.3 M., 4., c.				
105	The vendor's description regarding their training materials is adequate to meet ODJFS needs as expressed in the RFP.					
106	The vendor has demonstrated how they will sample the administrative data to determine which medical records to request.	2.3 M., 5., a.				
107	The above description regarding the vendor's plan to sample the administrative data to determine which medical records to request is adequate to meet ODJFS needs as expressed in the RFP.					
108	The vendor has demonstrated how they will request the records from the MCPs and providers, and will then abstract the data needed.	2.3 M., 5., b.				
109	The above description regarding the vendor's plan to request the records from the MCPs and providers, and then abstract the data needed is adequate to meet ODJFS needs as expressed in the RFP.					
110	The vendor has demonstrated how they will provide ODJFS with copies of all data abstraction and collection tools.	2.3 M., 5., c.				
111	The vendor has demonstrated how they will provide electronic files in the software requested by ODJFS.	2.3 M., 6.				
112	The above description regarding the vendor's plan to provide electronic files in the software requested by ODJFS is adequate to meet ODJFS needs as expressed in the RFP.					

ITEM #	EVALUATION CRITERIA	RFP Sec. Ref.	Fails to Meet 0	Inadequate 6	Meets 8	Exceeds 10
Project Management						
113	The vendor indicated that they will attend a kick-off meeting within 10 working days after the project start date and provide ODJFS with an updated work schedule at this meeting.	2.4, 1.				
114	The vendor indicated how they will provide bi-weekly status reports to ODJFS and the general content of the reports.	2.4, 2.				
115	The vendor indicated that they will meet weekly with the ODJFS Contract Manager.	2.4, 3.				
116	The vendor indicated that they will provide updated work plans on a quarterly basis to the ODJFS Contract Manager which include, but not be limited to, updated time frames for completion of activities and deliverables.	2.4, 4.				
Column Subtotal of "Fails to Meet" points			0			
Column Subtotal of "Inadequate" points						
Column Subtotal of "Meets Requirements" points						
Column Subtotal of "Exceeds" points						
TOTAL:						

Ohio Department of Job & Family Services
Office of Ohio Health Plans
Bureau of Managed Health Care

Quality Strategy
For Oversight and Assessment of
Medicaid MCP Accountability and
Performance

QUALITY OF CARE	ACCESS	CONSUMER SATISFACTION	ADMINISTRATIVE CAPACITY
<ul style="list-style-type: none"> ➤ MCP Quality Assessment and Performance Improvement ➤ Independent External Quality Review ➤ Performance Improvement Projects ➤ Care Coordination ➤ Continuity of Care Deferments ➤ Screening, Assessment & Case Management of Members with Special Health Care Needs ➤ Clinical Performance Standards <ul style="list-style-type: none"> · Child Care Measures · Perinatal Care Measures · Chronic Care Measures ➤ ODJFS Annual Consumer Survey/Quality of Care ➤ Utilization Management Requirements ➤ Quality of Care Grievance Monitoring ➤ Medical Directors' Meeting 	<ul style="list-style-type: none"> ➤ Provider Panel Requirements ➤ Assured Family Physician ➤ PCP Turnover ➤ Access to Specialists ➤ Geographic Information System (GIS) ➤ MCP Grievance/Appeal and ODJFS Complaint Monitoring ➤ State Hearings ➤ 24 Hour Call-In System ➤ Appropriate and Timely Access to Services <ul style="list-style-type: none"> · Prior-Authorization · Emergency Department Diversion · Triage Procedures ➤ Utilization Analysis ➤ Disenrollment Monitoring ➤ ODJFS Annual Consumer Survey/Access ➤ Children's and Adult's Access to Primary Care Services Measures ➤ Identification of Race, Ethnicity and Language 	<ul style="list-style-type: none"> ➤ ODJFS Annual Consumer Survey/ Satisfaction ➤ MCP Grievance/Appeal and ODJFS Complaint Monitoring ➤ State Hearings ➤ Prior Approval of Marketing and Member Services Materials ➤ Disenrollment Monitoring <ul style="list-style-type: none"> · Voluntary · Just Cause ➤ Enrollment Services Contractor ➤ ODJFS Consumer Hotline ➤ Family Case Study ➤ Identification of Race, Ethnicity and Language 	<ul style="list-style-type: none"> ➤ Health Information Systems ➤ Encounter Data Submissions ➤ Reporting <ul style="list-style-type: none"> · Grievances & Appeals · Cost · Provider Additions · Provider Deletions · Prompt Pay ➤ Member Services ➤ ODJFS Annual Consumer Satisfaction Survey on MCP Member Services ➤ Program Integrity ➤ Performance Evaluation Incentive System (PEIS) ➤ Identification, Assessment and Tracking of Members with Special Needs ➤ Quality Assessment and Performance Improvement Program ➤ Compliance Assessment System and Intermediate Sanctions ➤ Athena (Managed Care DSS)

Attachment E
Medicaid Data File Specifications

The purpose of this Attachment is to provide the potential vendor with an understanding of the size of the data files to be used. Since many of these files are large and may require considerable resources to produce results in an appropriate time span, this information will assist the vendor's information service unit to prepare for this project.

Listed below are the primary files available from the Medicaid Policy Database. The data will be received from MMIS and will typically be in ASCII format. Behind the summary is a listing of the fields included in the major files. The file content descriptions below are of extracts made from the MMIS database. The categories used are those developed over the years by the Bureau of Health Plan Policy and may assist the vendor in organizing the data received from MMIS. Smaller additional files may also be used.

Fee-For-Service Claims Files

The fee-for-service files are organized by state fiscal year (July 1 through June 30).

File Name	Logical Record Length	Number Variables	Number Records	Years Available	Format
Inpatient (Institutional)	230	42	452,073 (2001) 332,247 (1997) 470,240(1995)	1995-2002	ASCII
Outpatient (Institutional)	230	42	2,965,213 (2001) 2,557,511 (1997) 3,417,190 (1995)	1995-2002	ASCII
Other Institutional	230	42	956,704 (2001) 1,640,482 (1997) 1,623,435 (1995)	1995-2002	ASCII
Detail Institutional	86	14	36,048,385 (2001) 22,432,357 (1997) 29,181,935 (1995)	1995-2002	ASCII
Common (Non-Institutional)	127	23	21,273,906 (2001) 17,230,885 (1997) 16,896,925 (1995)	1995-2002	ASCII
Detail Common (Non-Institutional)	97	18	50,565,343 (2001) 39,555,920 (1997) 39,634,680 (1995)	1995-2002	ASCII

File Name	Logical Record Length	Number Variables	Number Records	Years Available	Format
Drug	161	28	25,910,061 (2001) 20,645,882 (1997) 21,064,522 (1995)	1995-2002	ASCII

MCP Encounter Data Files

Medicaid serving Managed Care Plans (MCPs) began submitting encounter data to the department on July 1, 1996. These files are similar to the FFS files. The encounter files are:

File Name	Logical Record Length	Number Variables	Number Records	Years Available	Format
Header Institutional	612	95	3,383,030	From 7-1-96	ASCII
Detail Institutional	115	11	10,745,427	From 7-1-96	ASCII
Header Non-Institutional	247	36	9,146,543	From 7-1-96	ASCII
Detail Non-Institutional	115	13	15,897,920	From 7-1-96	ASCII
Drug	163	26	8,989,834	From 7-1-96	ASCII

PDD Data File

This file provides a description of the allowed Procedure, Diagnosis and Drug codes.

File Name	Logical Record Length	Number Variables	Number Records	Years Available	Format
PDD	232	34	168,976	Yearly	ASCII

Eligibility Data Files

These files (also called Recipient Master Files) indicate the dates a person is eligible for Medicaid. Although the file indicates recipient eligibility back to SFY 1958, the file only contains recipients who were at least eligible during some portion of the particular year.

File Name	Logical Record Length	Number Variables	Number Records	Years Available	Format
Recipient Master File	263	91	1,705,618 (2001) 1,518,773 (1997) 1,762,683 (1995)	1995-2002	ASCII
RMF Header	154	16		By SFY	SAS or ASCII
RMF Detail	44	12		By SFY	SAS or ASCII

VARIABLE DESCRIPTION INSTITUTIONAL DETAIL LINE ITEM

The following is a description of all of the variables captured in the institutional detail line item data set file.

<u>Variable name</u>	<u>Variable description</u>
allowed	allowed charges
cpt	procedure code
dos	date of service
recipno	recipient's identification number
rcc	revenue center code
source	allowed charge source code
sub_chrg	submitted charges
tcn	transaction control number
units	number of units

VARIABLE DESCRIPTION: DRUG

The following is a description of all of the variables captured in the drug data set file.

<u>Variable name</u>	<u>Variable description</u>
acc_code	accounting code
aid_cat	aid category
all_unit	drug quantity
allowed	allowed charge
allsrce	allowed charge source code
case_typ	case type
cat_svc	category of service

clminfrm	claim input form indicator
firstdos	first date of service
lastdos	last date of service
liv_argng	living arrangements
ndc	national drug code
paidate	date paid
pay_to	paid to provider number
pres_dte	date prescribed
presprov	prescribing physician provider number
provider	provider number
provtype	provider type
reccode	record code
recipcnt	recipient's county code
recipno	recipient's identification number
reimbamt	reimbursement amount
sub_unit	submitted units
tcn	transaction control number
therclas	therapeutic drug class
totchrg	total charges
tpl_amt	third party liability payment

**VARIABLE DESCRIPTION
COMMON DETAIL LINE ITEM**

The following is a description of all of the variables captured in the common detail line item data set file.

<u>Variable name</u>	<u>Variable description</u>
allowed	allowed charges
clminfrm	claim input form indicator
cpt	procedure code
diagcd1	diagnostic code primary
diagcd2	diagnostic code secondary
dos	date of service
modifier	procedure code modifier
placesvc	place of service
provtype	provider type
recipno	recipient's identification number
source	allowed charge source code
srvunits	units of service
sub_chrg	submitted charges
subunits	submitted units
tcn	transaction control number
typsvc	type of service

**VARIABLE DESCRIPTION
INSTITUTIONAL FILES
(OTHER INSTITUTIONAL, INPATIENT, OUTPATIENT)**

The following is a description of all of the variables captured in the institutional header data set files.

<u>Variable name</u>	<u>Variable description</u>
acc_code	accounting code
aid_cat	aid category
case_typ	case type
cat_svc	category of service
clminfrm	claim input form indicator
cond_cd1	condition code #1
cond_cd2	condition code #2
cond_cd3	condition code #3
cond_cd4	condition code #4
cond_cd5	condition code #5
cov_days	covered days
diagcd1	diagnostic code #1
diagcd2	diagnostic code #2
diagcd3	diagnostic code #3
diagcd4	diagnostic code #4
diagcd5	diagnostic code #5
dis_stat	discharge status
drg_amt	drg amount
drgcode	drg code
firstdos(fdos)	first date of service
fund_cd	fund code indicator
hadmtsrc	allowed charge source code
lastdos(ldos)	last date of service
liv_arng	living arrangements
out_amt	outlier amount
out_days	outlier days
datepaid	date paid
pay_to	paid to provider number
provider	provider number
provtype	provider type
reccode	record code
recipcnt	recipient's county code
recipno	recipient's identification number
reimbamt	reimbursement amount
sproc1	procedure code #1
sproc2	procedure code #2
sproc3	procedure code #3

**VARIABLE DESCRIPTION
INSTITUTIONAL FILES
(OTHER INSTITUTIONAL, INPATIENT, OUTPATIENT)**

The following is a description of all of the variables captured in the institutional header data set files.

<u>Variable name</u>	<u>Variable description</u>
tcn	transaction control number
totchrg	total charges
tpl_amt	third party liability payment
typebill	type of bill

**VARIABLE DESCRIPTION
COMMON NON-INSTITUTIONAL FILES**

The following is a description of all of the variables captured in the common non-institutional header data set files.

<u>Variable name</u>	<u>Variable description</u>
acc_code	accounting code
aid_cat	aid category
case_typ	case type
cat_svc	category of service
clminfrm	claim input form indicator
diagcd1	diagnostic code #1
diagcd2	diagnostic code #2
firstdos(fdos)	first date of service
fund_cd	fund code
lastdos(ldos)	last date of service
liv_arng	living arrangements
paidate(datepaid)	date paid
pay_to	paid to provider number
provider	provider number
provtype	provider type
reccode	record code
recipcnt	recipient's county code
recipno	recipient's identification number
ref_prov	referring provider number
reimbamt	reimbursement amount
tcn	transaction control number
totchrg	total charges
tpl_amt	third party liability payment

VARIABLE DESCRIPTION GROSS ADJUSTMENTS

The following is a description of all of the variables captured in the gross adjustment data set file.

<u>Variable name</u>	<u>Variable description</u>
acc_code	accounting code
aid_cat	aid category
case_typ	case type
cat_svc	category of service
clminfrm	claim input form indicator
firstdos(fdos)	first date of service
lastdos(ldos)	last date of service
liv_arng	living arrangements
paidate	date paid
pay_to	paid to provider number
provider	provider number
provtype	provider type
reccode	record code
recipnt	recipient's county code
recipno	recipient's identification number
reimbamt	reimbursement amount
tcn	transaction control number
totchrg	total charges
tpl_amt	third party liability payment

Attachment F
MEDICAID-CONTRACTING MCPs
As of May 2003

<u>MCP</u>	<u>Executive Officer</u>	<u>Medicaid Contact Person</u>	<u>Counties of Operation</u>
Dayton Area Health Plan dba: CareSource One South Main Street One Dayton Center Dayton, OH 45402 (937) 224-3300 Fax: (937) 224-3383	Pamela Morris President/CEO	Cathy Potisuk Regulatory Compliance Officer (937) 531-2027	Butler Clark Clermont Cuyahoga Franklin Greene Hamilton Lorain Montgomery Pickaway Stark Summit Warren
Family Health Plan 2200 Jefferson Avenue, 6 th Floor Toledo, OH 43624 (419) 241-6501 Fax: (419) 241-5441	Thomas E. Beaty President/CEO	Nicole Beadle Manager Government Programs (419) 251-0010 Fax: (419) 241-5441	Lucas
PrimeTime Medical Insurance Company dba MediPlan P.O. Box 6907 Canton, Ohio 44706	Rick L. Haines President/CEO	Matthew Diruzza Business Analyst (330) 451-0934 Fax: (330) 451-2117	Stark

Paramount Care, Inc.

P.O. Box 928

Toledo, OH 43697-0928

(419) 887-2550

Fax: (419) 887-2530

Street Address: (Do not use for mailings)

1901 Indian Wood Circle

Maumee, OH 43537-4068

Jack Randolph

President

Dale Ocheske

Manager, Public Programs

(419) 887-2804

Fax: (419) 887-2011

Lucas

Wood

QualChoice Health Plan

6000 Parkland Boulevard

Cleveland, OH 44124

(440) 460-0093

Fax: (440) 460-4008

Thomas Sullivan

President

Lorna Pate

Vice President of Legal Affairs

(440) 460-4131

Fax: (440) 460-4008

Cuyahoga

SummaCare

P.O. Box 3620

Akron, Ohio 44309-3620

(330) 996-8410

Fax: (330) 996-8755

Martin Hauser

President

Jeanie Santa

Compliance Analyst

Fax: (330) 996-8726

Summit

HISTORY OF MCPs*
January, 2003

HMO	COUNTIES SERVED	DATES
Butler Health Plan	Butler	8/95 - 5/97
ChoiceCare (Tri-State Foundation for Health)	Butler Hamilton	5/92 - 12/92 5/86 - 7/96
CliniCare	Crawford Delaware Hardin Marion Morrow Union Wyandot	6/85 - 7/88 6/85 - 7/88 6/85 - 7/88 6/85 - 9/88 6/85 - 7/88 6/85 - 7/88 6/85 - 7/88
Community Health Plan	Adams Brown Clermont Hamilton Highland Jackson Pickaway Pike Ross Scioto	1/87 - 1/89 1/87 - 1/91 1/87 - 1/91 1/87 - 1/91 1/87 - 4/88 7/87 - 1/89 4/85 - 1/91 7/87 - 1/89 7/87 - 1/91 2/86 - 6/90
DayMed (dba Health Choices)	Butler Clark Cuyahoga Franklin Greene Hamilton Montgomery Summit	9/92 - 3/99 1/95 - 3/99 7/96 - 6/98 7/96 - 12/97 9/92 - 3/99 6/94 - 10/98 3/86 - 3/99 7/96 - 1/98

HMO	COUNTIES SERVED	DATES
Dayton Area Health Plan (Health Plan Network; Butler Health Plan; Cincinnati Health Plan; Columbus Health Plan; Cuyahoga Health Plan) dba CareSource (9/00)	Butler Clark Clermont Cuyahoga Franklin Greene Hamilton Lorain Mahoning Miami Montgomery Pickaway Stark Summit Warren	6/97 - present 3/97 - present 12/00 - present 7/96 - 2/98, 10/00 - present 7/96 - present 3/97 - present 1/95 - present 10/00 - present 3/97 - 7/98 12/98 - 6/00 5/89 - present 3/97 - present 10/00 - present 4/97 - 3/98, 10/00 - present 11/00 - present
Family Health Plan	Lucas Wood	11/85 - present 10/91 - 6/00
Genesis	Cuyahoga Lorain Mahoning Summit	9/96 - 4/98 12/98 - 6/01 9/96 - 9/98 9/96 - 4/98
Health Options	Ross	9/85 - 10/91
Health Power/Family HealthNet Health Power/Dayton Health Power/Cincinnati	Butler Cuyahoga Franklin Hamilton Mahoning Montgomery	8/95 - 6/98 7/96 - 6/98 3/84 - 3/99 9/89 - 3/99 7/96 - 4/98 5/85 - 10/98
HealthOhio, Inc.	Marion	4/85 - 8/88

HMO	COUNTIES SERVED	DATES
HMO Health Ohio	Butler Franklin Hamilton Lucas Marion Miami Montgomery Pickaway Wood	7/96 - 12/98 8/95 - 9/98 6/96 - 1/99 2/95 - 12/01 7/96 - 11/97 7/96 - 10/98 7/96 - 5/98 7/96 - 10/98 8/95 - 6/00
Hospital Choice Health Plan	Harrison Lawrence Pickaway Ross Wyandot	2/86 - 2/89 1/86 - 5/88 3/87 - 2/89 2/87 - 8/88 3/86 - 5/88
Humana	Clermont Pickaway	1/91 - 10/91 1/91 - 10/91
Lincoln National Health Plan/Peak Health Plan	Hamilton	9/86 - 4/92
MagnaCare Health Plan	Butler Hamilton	8/90 - 8/91 3/86 - 9/91
Maxicare/HealthAmerica	Cuyahoga Summit	3/78 - 7/89 7/84 - 7/86
MedCare Health Plan	Columbiana	4/86 - 8/89
Medical Foundation of Bellaire (Health Management Systems)	Bellmont Harrison Jefferson Monroe	9/83 - 7/89 9/83 - 7/89 9/83 - 7/89 9/83 - 7/89
Paramount	Lucas Wood	9/93 - present 12/98 - present
Peoples Health Plan of Ohio	Cuyahoga	2/02 - 12/02

HMO	COUNTIES SERVED	DATES
Personal Physician Care	Cuyahoga Franklin Lorain Lucas Mahoning Stark Summit Trumbull	7/87 - 8/98 4/95 - 4/98 4/95 - 8/98 5/96 - 2/98 7/96 - 8/98 3/97 - 4/98 6/94 - 4/98 3/97 - 8/98
Physicians Health Plan/MedPlan (2/95 - to United Health Care/MedPlan)	Clark Cuyahoga Franklin Greene Hamilton Madison Mahoning Marion Montgomery Pickaway Stark Summit Trumbull	7/89 - 3/97 11/94 - 2/97 5/85 - 2/97 11/94 - 3/97 11/94 - 2/97 12/91 - 3/95 7/96 - 3/97 11/94 - 3/97 11/94 - 2/97 9/91 - 3/97 7/89 - 3/97 7/96 - 4/97 10/90 - 3/97
Premier Health Plan	Trumbull	6/86 - 11/88
Primetime Health Plan dba MediPlan	Stark	12/98 - 3/00
QualChoice	Cuyahoga	1/95 - present
Renaissance (formerly Emerald)	Cuyahoga Lorain Summit	7/96 - 8/02 4/01 - 8/02 7/96 - 8/02
SummaCare	Stark Summit	5/98 - 1/00 1/95 - present

HMO	COUNTIES SERVED	DATES
SuperMed	Cuyahoga Lorain Mahoning Stark Summit Trumbull	1/95 - 9/01 1/95 - 4/99 7/96 - 1/99 2/95 - 12/98 1/95 - 5/99 8/95 - 1/99
Toledo Health Plan	Lucas	2/89 - 6/93
Total Family Care (Western Ohio Health Care)	Montgomery	8/92 - 6/93
Total Health Care	Butler Cuyahoga Franklin Hamilton Lorain Mahoning Stark Summit Trumbull	7/96 - 12/97 7/87 - 9/00 7/96 - 7/00 7/96 - 12/97 12/98 - 9/00 7/96 - 2/00 12/98 - 9/00 7/96 - 9/00 12/98 - 2/00
University Health Plan	Hamilton	11/86 - 3/95

Mandatory/Preferred Option/Voluntary Enrollment Effective Dates:

<u>County</u>	<u>Status</u>	<u>Effective Date</u>
Butler	Mandatory	7/96
	Voluntary	4/99
	Preferred Option	2/01
Clark	Voluntary	7/89
	Preferred Option	3/03
Clermont	Voluntary	12/00
Cuyahoga	Mandatory	7/96
Franklin	Mandatory	7/96
	Voluntary	8/00
	Preferred Option	2/01
Greene	Voluntary	9/92

Mandatory/Preferred Option/Voluntary Enrollment Effective Dates (cont'd):

<u>County</u>	<u>Status</u>	<u>Effective Date</u>
Hamilton	Mandatory	4/95
	Voluntary	4/99
	Preferred Option	1/01
Lorain	Mandatory	12/98
	Preferred Option	6/02
Lucas	Mandatory	8/96
Montgomery	Mandatory	5/89
	Voluntary	4/99
	Preferred Option	1/01
Pickaway	Voluntary	4/85
Stark	Mandatory	12/98
	Voluntary	4/00
Summit	Mandatory	7/96
Warren	Voluntary	11/00
Wood	Mandatory	12/98
	Voluntary	7/00

*Information on the dates of service is based on files available at the time the report was compiled. Where documentation was not available, a best estimate is listed.

Bob Taft
Governor



Tom Hayes
Director

30 East Broad Street • Columbus, Ohio 43215

www.state.oh.us/odjfs

Ohio Medicaid Managed Care Monthly Enrollment Reports

April 2003

Ohio Medicaid Managed Care Enrollment / Disenrollment Report

By MCP

April 2003

MCP/County	Total Enrollment 03/01/03	Total Disenrollment Effective 03/31/03	Voluntary Disenrollment Effective 03/31/03	Voluntary Disenrollment Rate	New Enrollment 04/01/03	Total Enrollment 04/01/03	Net Change	Enrollment Rate
CareSource								
Butler	11,221	805	141	1.26%	1,106	11,522	301	50.15%
Clark	1,575	111	15	0.95%	183	1,647	72	10.32%
Clermont	100	5	2	2.00%	11	106	6	0.84%
Cuyahoga	96,147	3,774	614	0.64%	5,421	97,789	1,642	58.32%
Franklin	71,773	4,060	536	0.75%	4,591	72,306	533	62.44%
Greene	504	42	0	0.00%	77	539	35	5.54%
Hamilton	35,583	2,358	391	1.10%	3,799	37,024	1,441	51.75%
Lorain	12,396	903	254	2.05%	903	12,396	0	46.44%
Montgomery	31,225	1,811	137	0.44%	3,032	32,452	1,227	65.73%
Pickaway	190	14	7	3.68%	11	187	(3)	4.08%
Stark	641	15	0	0.00%	23	649	8	2.00%
Summit	6,562	294	10	0.15%	429	6,696	134	13.60%
Warren	164	27	2	1.22%	16	153	(11)	2.57%
Total	268,081	14,219	2,109	0.79%	19,602	273,466	5,385	
Family Health Plan								
Lucas	24,313	1,054	59	0.24%	1,268	24,527	214	46.16%
MediPlan								
Stark	0	0	0	0.00%	0	0	0	0.00%
Paramount								
Lucas	26,425	974	5	0.02%	1,163	26,614	189	50.09%
Wood	760	49	0	0.00%	51	762	2	14.32%
Total	27,185	1,023	5	0.02%	1,214	27,376	191	
QualChoice								
Cuyahoga	60,491	2,882	982	1.62%	2,394	60,001	(490)	35.78%

MCP/County	Total Enrollment 03/01/03	Total Disenrollment Effective 03/31/03	Voluntary Disenrollment Effective 03/31/03	Voluntary Disenrollment Rate	New Enrollment 04/01/03	Total Enrollment 04/01/03	Net Change	Enrollment Rate
SummaCare								
Summit	39,805	1,771	53	0.13%	2,144	40,179	374	81.61%
Total Mandatory Counties	253,743	10,749	1,723	0.68%	12,819	255,806	2,063	94.73%
Total Voluntary Counties	2,359	152	11	0.47%	189	2,396	37	3.39%
Total Preferred Option Counties	163,773	10,048	1,474	0.90%	13,614	167,347	3,574	55.35%
Total Voluntary, Mandatory and Preferred Option Counties	419,875	20,949	3,208	0.76%	26,622	425,549	5,674	66.17%

Effective March 1, 2003, Clark County was designated a Preferred Option County.
Effective 12/31/02, Peoples Health Plan participation in the Medicaid Managed Care Program ended and its enrollees were transferred to CareSource.
MediPlan entered the Ohio Medicaid Managed Care program effective April 1, 2003; the plan's initial enrollment will be effective May 2003.

Open Enrollment Months: Cuyahoga - February; Clermont, Warren - March; Summit - April
Stark - May; Lucas, Wood - June; Clark, Greene, - July; Lorain - August; Pickaway - September
Preferred Option Counties do not have open enrollment periods; enrollment or disenrollment is possible every month

- 1) $\text{Voluntary Disenrollment Effective March 31, 2003} / \text{Total Enrollment March 1, 2003} \times 100 = \text{Voluntary Disenrollments as a Percentage of Previous Month's Enrollment} = \text{Voluntary Disenrollment Rate}$
- 2) $\text{Total Enrollment April 1, 2003} / \text{Total Eligibles April 1, 2003} \times 100 = \text{Percentage of Eligibles Enrolled in MCPs for April 2003} = \text{Enrollment Rate}$

Source: Enrollment Data derived from the MMIS BOMR9520-R001 and the Eligibles data derived from the MMIS BOR010EZ-R001 reports, run date: 03/24/03.
ODJFS, Bureau of Managed Health Care

Ohio Medicaid Managed Care Enrollment / Disenrollment Report

By County

April 2003

County / MCP	Total Enrollment 03/01/03	Total Disenrollment Effective 03/31/03	Voluntary Disenrollment Effective 03/31/03	Voluntary Disenrollment Rate	New Enrollment 04/01/03	Total Enrollment 04/01/03	Net Change	Enrollment Rate
Mandatory								
Cuyahoga								
CareSource	96,147	3,774	614	0.64%	5,421	97,789	1,642	58.32%
QualChoice	60,491	2,882	982	1.62%	2,394	60,001	(490)	35.78%
Total	156,638	6,656	1,596	1.02%	7,815	157,790	1,152	94.10%
Lucas								
Family Health Plan	24,313	1,054	59	0.24%	1,268	24,527	214	46.16%
Paramount	26,425	974	5	0.02%	1,163	26,614	189	50.09%
Total	50,738	2,028	64	0.13%	2,431	51,141	403	96.25%
Summit								
CareSource	6,562	294	10	0.15%	429	6,696	134	13.60%
Summa Care	39,805	1,771	53	0.13%	2,144	40,179	374	81.61%
Total	46,367	2,065	63	0.14%	2,573	46,875	508	95.22%
Total Mandatory	253,743	10,749	1,723	0.68%	12,819	255,806	2,063	94.73%
Voluntary								
Clermont								
CareSource	100	5	2	2.00%	11	106	6	0.84%
Greene								
CareSource	504	42	0	0.00%	77	539	35	5.54%
Pickaway								
CareSource	190	14	7	3.68%	11	187	(3)	4.08%
Stark								
CareSource	641	15	0	0.00%	23	649	8	2.00%
MediPlan	0	0	0	0.00%	0	0	0	0.00%
Total	641	15	0	0.00%	23	649	8	2.00%

County / MCP	Total Enrollment 03/01/03	Total Disenrollment Effective 03/31/03	Voluntary Disenrollment Effective 03/31/03	Voluntary Disenrollment Rate	New Enrollment 04/01/03	Total Enrollment 04/01/03	Net Change	Enrollment Rate
Warren								
CareSource	164	27	2	1.22%	16	153	(11)	2.57%
Wood								
Paramount	760	49	0	0.00%	51	762	2	14.32%
Total Voluntary	2,359	152	11	0.47%	189	2,396	37	3.39%
<i>Preferred Option</i>								
Butler								
CareSource	11,221	805	141	1.26%	1,106	11,522	301	50.15%
Clark								
CareSource	1,575	111	15	0.95%	183	1,647	72	10.32%
Franklin								
CareSource	71,773	4,060	536	0.75%	4,591	72,306	533	62.44%
Hamilton								
CareSource	35,583	2,358	391	1.10%	3,799	37,024	1,441	51.75%
Lorain								
CareSource	12,396	903	254	2.05%	903	12,396	0	46.44%
Montgomery								
CareSource	31,225	1,811	137	0.44%	3,032	32,452	1,227	65.73%
Total Preferred Option	163,773	10,048	1,474	0.90%	13,614	167,347	3,574	55.35%
Total Voluntary, Mandatory & Preferred Option	419,875	20,949	3,208	0.76%	26,622	425,549	5,674	66.17%

Effective March 1, 2003, Clark County was designated a Preferred Option County.
Effective 12/31/02, Peoples Health Plan participation in the Medicaid Managed Care Program ended and its enrollees were transferred to CareSource.
MediPlan entered the Ohio Medicaid Managed Care program effective April 1, 2003; the plan's initial enrollment will be effective May 2003.

Open Enrollment Months: Cuyahoga - February; Clermont, Warren - March; Summit - April
Stark - May; Lucas, Wood - June; Clark, Greene, - July; Lorain - August; Pickaway - September
Preferred Option Counties do not have open enrollment periods; enrollment or disenrollment is possible every month

- 1) Voluntary Disenrollment Effective March 31, 2003 / Total Enrollment March 1, 2003 x 100 = Voluntary Disenrollments as a Percentage of Previous Month's Enrollment = Voluntary Disenrollment Rate
- 2) Total Enrollment April 1, 2003 / Total Eligibles April 1, 2003 x 100 = Percentage of Eligibles Enrolled in MCPs for April 2003 = Enrollment Rate

Source: Enrollment Data derived from the MMIS BOMR9520-R001 and the Eligibles data derived from the MMIS BOR010EZ-R001 reports, run date: 03/24/03
ODJFS, Bureau of Managed Health Care

Ohio Medicaid Managed Care Enrollment / Disenrollment Report

Penetration Report

April 2003

County	HF Eligibles	HF MCP Enrollees	% HF Enrolled	HS Eligibles	HS MCP Enrollees	% HS Enrolled	Total HF/HS Eligibles	Total HF/HS MCP Enrollees	% HF/HS Eligibles Enrolled
<u>Mandatory Counties</u>									
Cuyahoga	129,845	124,452	96%	37,831	33,338	88%	167,676	157,790	94%
Lucas	40,847	39,677	97%	12,284	11,464	93%	53,131	51,141	96%
Summit	38,403	36,959	96%	10,827	9,916	92%	49,230	46,875	95%
Total	209,095	201,088	96%	60,942	54,718	90%	270,037	255,806	95%
<u>Voluntary Counties</u>									
Clermont	8,299	78	1%	4,288	28	1%	12,587	106	1%
Greene	7,239	414	6%	2,496	125	5%	9,735	539	6%
Pickaway	3,276	161	5%	1,309	26	2%	4,585	187	4%
Stark	24,658	530	2%	7,872	119	2%	32,530	649	2%
Warren	3,811	110	3%	2,143	43	2%	5,954	153	3%
Wood	3,598	571	16%	1,723	191	11%	5,321	762	14%
Total	50,881	1,864	4%	19,831	532	3%	70,712	2,396	3%
<u>Preferred Option Counties</u>									
Butler	17,020	8,741	51%	5,953	2,781	47%	22,973	11,522	50%
Clark	12,410	1,447	12%	3,550	200	6%	15,960	1,647	10%
Franklin	88,624	57,076	64%	27,168	15,230	56%	115,792	72,306	62%
Hamilton	52,226	27,784	53%	19,312	9,240	48%	71,538	37,024	52%
Lorain	20,834	9,624	46%	5,860	2,772	47%	26,694	12,396	46%
Montgomery	38,283	25,863	68%	11,087	6,589	59%	49,370	32,452	66%
Total	229,397	130,535	57%	72,930	36,812	50%	302,327	167,347	55%
Total Vol., Mand. & P.O.	489,373	333,487	68%	153,703	92,062	60%	643,076	425,549	66%
Total Statewide (MCP and FFS)	789,376	333,487	42%	272,025	92,062	34%	1,061,401	425,549	40%

Effective March 1, 2003, Clark County was designated a Preferred Option County.

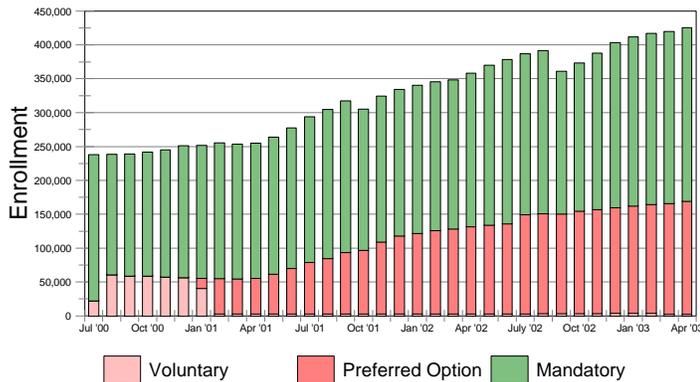
Healthy Families (HF) Eligibles include ADC-U and ADC-R. Foster Care Maintenance and Adoption Assistance are excluded from the totals of all counties.

Source: Enrollment Data derived from the MMIS BOMR9520-R001 and the Eligibles data derived from the MMIS BOR010EZ-R001 reports, run date: 03/24/03
ODJFS, Bureau of Managed Health Care

Managed Health Care Enrollment & Eligibility Trends

Managed Care Plan Enrollment Trend

July 2000 - April 2003



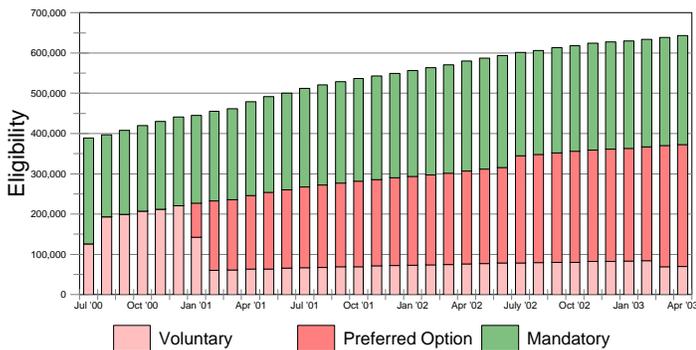
Enrollment Changes

	Percent change in past month	Average percent change in past six months
Voluntary:	1.6%	-9.9%
Preferred Option:	2.2%	1.4%
Mandatory:	0.8%	1.7%
Total:	1.4%	1.5%

Enrollment High April, 2003: 425,549
 Enrollment Low April, 1999: 230,488

Eligibility Trend in MCP Counties

July 2000 - April 2003



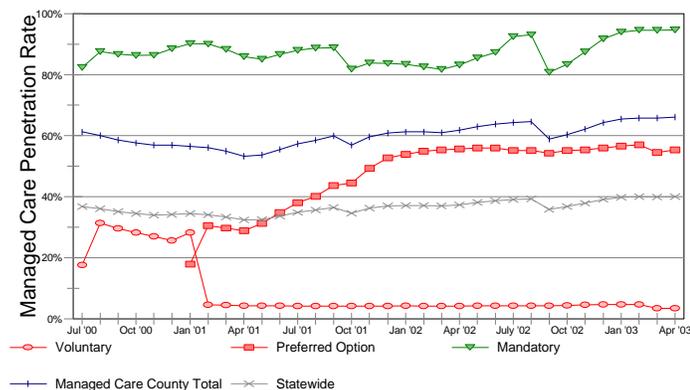
Eligibility Changes

	Percent change in past month	Average percent change in past six months
Voluntary:	1.2%	-2.9%
Preferred Option:	0.6%	1.4%
Mandatory:	0.6%	0.4%
Managed Care County Total:	0.7%	0.1%

Eligibility High April, 2003: 643,076
 Eligibility Low March, 2000: 273,988

Trends in MCP Penetration Rate

July 2000 - April 2003



MCP Penetration Rate Changes

	Percent change in past month	Average percent change in past six months
Voluntary:	0.3%	-5.6%
Preferred Option:	1.5%	0.0%
Mandatory:	0.2%	1.3%
Managed Care County Total:	0.7%	1.0%
Statewide:	0.4%	0.9%

MCP Counties High: 78% January, 1998
 Low: 53% April, 2001

Statewide High: 54% January, 1998
 Low: 32% April, 2001

Note: Highs and Lows include data back to July, 1996.

Effective March 1, 2003, Clark County was designated a Preferred Option County.

Source: BMHC, March 28, 2003, RD

Attachment H
Quality of Care Study Schedule (Proposed)

A) Ohio Medicaid Specified Studies

Contract SFY	Studies	Populations	Report Due
2004	Asthma GPRA (Immunizations) Open TBD	MC & FFS	June 2004
2005	Adolescent Care GPRA (Immunizations) Open TBD	MC & FFS	June 2005
2006*	Special Needs consumers Case Management Open TBD	MC	June 2006
2007*	HealthChek (EPSDT) Dental Care Open TBD	MC	June 2007

*Subject to contract renewal/extension and availability of funding.

Note: The study topics may be adjusted to address federal or state mandates and/or to address programmatic changes.

B) HEDIS Measures

For each contract year (SFY), the vendor will accept HEDIS audited data from the MCPs. The vendor will analyze the data and will produce comparative reports. The audited data is due to the ODJFS in June of each calendar year (CY). The vendor is responsible for producing reports by the end of each CY (December 31st) for the following measures:

1. Comprehensive Diabetes Care
2. Child Immunization Status
3. Adolescent Immunization Status

Note: The requirement to submit HEDIS audited data will be phased in over a 2-year period. For MCPs that do not currently conduct and submit the above HEDIS audited measures, the vendor will be required to both conduct the measures and have the measures audited. Currently, 2 of the MCPs do not have these measures performed nor audited. By SFY 2006, all MCPs will be required to submit HEDIS audited data for State-specific measures.

ATTACHMENT I: CALL CENTER STANDARDS

A) MEMBER SERVICES TOLL-FREE CALL-IN SYSTEM - MONTHLY REPORT*

Abandonment Rate	The % of calls offered into telephone system, which are terminated by the persons originating the call before being answered. Callers hang up.	≤ 5%
Blockage Rate	The % of incoming calls “blocked” or not completed because switching or transmission capacity is not available as compared to the total number of calls encountered. Callers receive a busy signal.	≤ 5%
Average Speed of Answer	The average delay in seconds that inbound calls encounter waiting in the telephone queue before being answered.	≤ 30 seconds

B) 24-HOUR TOLL-FREE CALL-IN SYSTEM- MONTHLY REPORT*

Quality Measure	Measurement Definition	Monthly Standard
Abandonment Rate	The % of calls offered into telephone system, which are terminated by the persons originating the call before being answered. Callers hang up.	≤ 5%
Blockage Rate	The % of incoming calls “blocked” or not completed because switching or transmission capacity is not available as compared to the total number of calls encountered. Callers receive a busy signal.	≤ 5%
Average Speed of Answer	The average delay in seconds that inbound calls encounter waiting in the telephone queue before being answered.	≤ 30 seconds

**Attachment J
Cost Proposal
SFY 2004-2005 Biennium**

Letter	Activity	Cost Per MCP	Multiplied by (6) MCPs ¹	Cost 2004	Cost 2005	Total
A1	Evaluation of Administrative Processes & Compliance*					
A2	Evaluation of Call Center Standards					
B1	Focused Studies of Health Care Quality-MC					
B2	Analysis of HEDIS Data					
C	Encounter Data Omission Study					
C	Encounter Data Validation/Accuracy Study					
D	Validation of Performance Measures					
E	Validation of MCP Information Systems**					
F	Validation of State Information Systems**					
G	Validation of Performance Improvement Projects					
H1	Consumer Satisfaction Survey (CAHPS)					
B1	ADD- Focused Studies of Health Care Quality-FFS					
	Grant Total for Each SFY and Biennium					
I	Enhanced Care Management Review***					
H2	Enhanced Care Management Satisfaction Survey***					
*This activity is scheduled to be conducted every other year, it is anticipated that the first year for this activity will be SFY 2005.						
**These activities are scheduled to be conducted every other year. However, if deficiencies are identified the MCP or the State is subject to another review the following SFY.						
***Costs for the Enhanced Care Management Activities are to be delineated. However, do not place them into the Grand Total field for the SFY or Biennium calculation.						
¹ Base cost estimates on assumption that there are/will be six (6) MCPs in the program.						

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:	<u>Nationwide</u>	<u>Ohio Offices</u>
% 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:	<u>Nationwide:</u>	<u>Ohio Offices</u>
% 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: _____

Attachment L

Abbreviation Listing

ABD	Aged, Blind, and Disabled eligibility category
BMHC	Bureau of Managed Health Care
CAHPS	Consumer Assessment of Health Plans Survey
CAP	Corrective Action Plan
CFC	Covered Families and Children eligibility category
CFR	Code of Federal Regulations
CMS	Centers for Medicare and Medicaid Services
CY	Calendar Year
DM	Disease Management program
EDO	Encounter Data Omission study
EDV	Encounter Data Validation study
EQRO	External Quality Review Organization
FFS	Fee-for-Service
HEDIS	Health Employer Data Information Set
MC	Managed Care
MCP	Managed Care Plan
NCBD	National CAHPS Benchmarking Database
NCQA	National Committee for Quality Assurance
OAC	Ohio Administrative Code
ODJFS	Ohio Department of Job and Family Services
OHP	Office of Ohio Health Plans
ORC	Ohio Revised Code
PIPS	Performance Improvement Projects
RFP	Request for Proposals
SFY	State Fiscal Year (July 1st through June 30th)

ATTACHMENT M
REFERENCE DOCUMENT URL LISTINGS

1) Ohio Medicaid Managed Care Program Rules

http://dynaweb.odjfs.state.oh.us:6336/dynaweb/medicaid/MHC/@Generic_BookView;cs=default;ts=default

2) CMS Protocol “Determining Compliance with Medicaid Managed Care Regulations”

<http://cms.hhs.gov/medicaid/managedcare/mceqrhmp.asp>

3) CMS Protocol “Validation of Performance Measures/Information System Capability Assessment Tool”

<http://cms.hhs.gov/medicaid/managedcare/protoappz.pdf>

4) CMS Protocol “Validation of Performance Improvement Projects”

<http://cms.hhs.gov/medicaid/managedcare/protopipv.pdf>

5) CAHPS 2002 Kit, Chapter 5, “Submitting Data to the NCBD”

<http://www.cahps-sun.org/home/index.asp>

6) ODJFS and MCP Provider Agreement- SFY 2003

<http://www.state.oh.us/odjfs/ohp/bmhc/MCPprovagree.pdf>

SUPPLEMENTAL INFORMATION TRAILER

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

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