December 19, 2014

Dear Vendor:

This letter is to announce the release of the Ohio Department of Medicaid’s (ODM) Request for Proposals (RFP) for the purpose of obtaining a vendor to provide expert assistance and consultation, operational assistance, and liaison support activities for multiple Medicaid healthcare actuarial and financial initiatives and work activities that ODM will undertake throughout this and the upcoming bienniums.

Vendor proposals submitted in response to this RFP must demonstrate the vendor’s qualifications and experience, organizational strengths and capacities, and administrative preparedness for responding to the described and evolving work requirements. Vendor proposals must indicate the vendor’s readiness to respond successfully by describing the vendor’s organizational capacity, including its resources, skill sets, work approaches and problem-solving methods it would use to support work under this RFP. Professional agility, a dedication to high quality services, and cost-effectiveness are all necessary characteristics for success in this ODM project, and will be key components used in the vendor selection process.

This RFP describes the types of services required under the contract. Using the included cost proposal, each vendor must use its best actuarial and financial knowledge and expertise to assess the level of effort each would require, and offer its firm rates or prices accordingly.

If you are interested in submitting a bid for this important project, please obtain the RFP through ODM’s Web Page at: www.medicaid.ohio.gov, and follow these instructions:

* Under the Resources tab
* Go Down to Legal and Contracts
* Select RFPs in the drop-down menu
* Click the Link to the actual RFP

If you experience problems opening the above referenced ODM URL, please contact the ODM Office of Contracts and Procurement at the following telephone number: (614) 728-8034.

Again, 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,

(Signature on File)

Jessica Gaston Mathews
Deputy Director
Office of Contracts and Procurement
REQUEST FOR PROPOSALS
ACTUARIAL SERVICES FOR MEDICAID MANAGED CARE

RFP Number ODM-1516-9001
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SECTION I. GENERAL PURPOSE

1.1 Purpose

The Ohio Department of Medicaid (ODM) releases this Request for Proposals (RFP) for the purpose of obtaining a vendor to provide expert assistance and consultation, operational assistance, and liaison support activities for multiple Medicaid healthcare actuarial and financial initiatives and work activities that ODM will undertake throughout this and the upcoming bienniums.

Vendor proposals submitted in response to this RFP must demonstrate the vendor’s qualifications and experience, organizational strengths and capacities, and administrative preparedness for responding to the described and evolving work requirements. Vendor proposals must indicate the vendor’s readiness to respond successfully by describing the vendor’s organizational capacity, including its resources, skill sets, work approaches and problem-solving methods it would use to support work under this RFP. Professional agility, a dedication to high quality services, and cost-effectiveness are all necessary characteristics for success in this ODM project, and will be key components used in the vendor selection process.

This RFP describes the types of services required under the contract. Using the included cost proposal, each vendor must use its best actuarial and financial knowledge and expertise to assess the level of effort each would require, and offer its firm rates or prices accordingly.

Actuarial consulting services for the Ohio Medicaid program during this and the upcoming biennium include but are not limited to:

1. The preparation of actuarially sound capitation payment rates for Managed Care Plans (MCPs) which are authorized under 42 Code of Federal Regulations (CFR) 438.6 to provide services to Medicaid enrollees in the Covered Families and Children (CFC), a portion of the Aged, Blind, and Disabled (ABD), Adult Extension, and MyCare Ohio dual eligible (those who are both Medicaid and Medicare) populations specifically by “actuaries who meet the qualification standards established by the American Academy of Actuaries and follow the practice standards established by the Actuarial Standards Board.”
2. Assistance in preparing the Medicaid budget, including the integration of managed care rate setting and identification of industry trends in price, utilization, and management of health care services;
3. Assistance with preparation of the Nursing Facility rates and rebasing;
4. Technical support and assistance with all necessary actuarial tasks including rate setting for the continuation of the MyCare Ohio program for State Fiscal Years (SFY) 2016 and 2017;
5. Assistance with managed care program operations as related to new and continuing state and federal initiatives that benefit the Medicaid program;
6. Financial analysis, modeling, designing, developing acute and long-term care initiatives, including program financing and funding strategies and reimbursement and rate setting;
7. Assisting with federal proposals for cooperative agreements with the Centers for Medicare and Medicaid Innovation (CMMI) to integrate and improve the delivery of health care services;

8. Federal and Stakeholder negotiation—advising ODM on federal or stakeholder meetings, guiding negotiations with the Centers for Medicare and Medicaid Services (CMS), CMMI, or other federal or state stakeholders; and

9. Other activities in support of new innovative policy initiatives.

More detailed specifications of vendor qualifications and contractual duties are listed in Sections III and IV of this document.

**Issuing Office**

This RFP is released by and the subsequent contract will be with ODM. ODM Managed Care Rate Setting (MCRS), of the ODM will administer the contract, and will be responsible for state level supervision of all activities of the selected vendor. MCRS is responsible for ensuring the adequacy, reasonableness and cost effectiveness of managed care rates for designated programs, monitoring financial performance of the MCPs and the overall fiscal solvency of the MCPs. MCRS also oversees the Nursing Facility rate setting process as well as cost settlements for hospitals and nursing homes.

The Managed Care Contract Administration (MCCA) Bureau, in conjunction with the Bureau of Health Services Research (BHSR), is responsible for the development, administration, and assessment of the Ohio Medicaid managed health care program. This includes selecting qualified MCPs, contract monitoring, performance reviews, reporting, and development and implementation of new program initiatives. The MCRS staff will be working closely with MCCA to assist the selected actuary to gain comprehensive knowledge of the managed care program along with its rules and requirements.

ODM is seeking a vendor capable of providing expert assistance and support on specified actuarial and financial initiatives and work projects as assistance is needed and requested.

**1.2 Background**

Medicaid is the nation’s major public health insurance program providing health care and long-term care services to more than 52 million people, which include children and many of the sickest and poorest citizens of our nation. The federal and state governments jointly finance Medicaid, while states administer the program within broad federal guidelines.

In Ohio, ODM is the single state agency responsible for the implementation and administration of the Ohio Medical Assistance (Medicaid) Program authorized under Title XIX of the Social Security Act, and for administering Title XXI of the Social Security Act, the State Children’s Health Insurance Program (SCHIP), implemented in Ohio as a Medicaid expansion program.

Medicaid is an important source of health care financing for other state agencies and their service delivery systems. Consequently, portions of Medicaid are administered by other sister state agencies while ODM functions as the oversight and financing agency. These sister agencies are: the Ohio Department of Aging (ODA), the Ohio Department of Mental Health and Addiction Services (ODMHAS), the Ohio Department of
Health (ODH), the Ohio Department of Job and Family Services (ODJFS), and the Ohio Department of Developmental Disabilities (ODDD).

At 2.7 million enrollees, Ohio’s Medicaid program is the sixth largest Medicaid program in the nation in terms of both spending and enrollment. Enrolled individuals as of July 2014 include:

- More than 2 million in Medicaid managed care (of this 1,861,605 are CFC, 136,728 are ABD adult, and 40,783 are ABD Kids);
- About 97,834 are enrolled in the dual demonstration program, MyCare Ohio; and
- About 338,707 are enrolled in Adult Extension.

Two primary groups make up Ohio’s Medicaid population: CFC and ABD. While the CFC population is comprised mostly of pregnant women and children, the ABD population is comprised of individuals with disabilities and those who are age 65 or older. The CFC group is the largest covered group encompassing about 2 million individuals on Medicaid per month. The ABD Medicaid population is significantly smaller at about 180,000 individuals; however, these are enrollees with the most costly health care needs.

The following new population groups were recently added to Managed Care: ABD kids (July 2013), ABD Extension (January 2014), and MyCare Ohio dual eligibles (May 2014). Recently, for budgetary purposes only, the CFC and Adult Extension groups were grouped into a Modified Adjusted Gross Income or “(MAGI) eligibility group” while the ABD individuals were grouped into the “non-MAGI eligibility group”. See Glossary in Program Resource Library, Section 2.4 for more details.

Starting in January 2014, the Medicaid Adult Extension enrollment began due to requirements of the Affordable Care Act (ACA). This group consists of childless adults 19-64 years old with less than or equal to 138% of the federal poverty level and adult parents 19-64 years old with income from 91-138 percent of the federal poverty level.

Of the 2.7 million Ohioans receiving Medicaid on an average monthly basis, approximately more than 200,000 individuals receive health care services from both Medicare and Medicaid. These individuals are called dual eligibles because they are eligible for both programs simultaneously. Medicaid pays for some expensive services that Medicare does not cover.

Eligibility for Ohio Medicaid is very complex; there are more than 100 separate categories of eligibility, each with its own criteria limiting who may be covered and what income or resources they may have and qualify for coverage. Medicaid contracts with Ohio’s 88 county departments of job and family services (CDJFS) to perform certain Medicaid related functions, including eligibility determination and enrollment. These functions are performed utilizing a common statewide data system known as Medicaid Information Technology System (MITS).

The Social Security Act specifies both a set of mandatory health care services state Medicaid programs must cover and a set of optional services states may choose to cover. As long as these benefits are provided in accordance with federal guidelines, states receive federal financial participation for eligible services provided. Ohio’s benefit package is comprehensive in scope to ensure eligible individuals can access medically necessary health care services.

- Mandatory services include: Ambulatory Surgery Centers, certified family nurse practitioner services, certified pediatric nurse practitioner services, family planning services & supplies,
Healthchek (EPSDT) program services (screening & treatment services to children 21 and younger), home health services, inpatient hospital, lab & X-ray, medical & surgical dental services, medical & surgical vision services, Medicare premium assistance, non-emergency transportation (NET) to Medicaid services, nursing facility care, outpatient services, including those provided by Rural Health Clinics & Federally Qualified Health Centers and physician services.

- Ohio also offers the following optional services: ambulance/ambulette, chiropractic services for children (under age 21), community alcohol & drug addiction treatment, community mental health services, dental services, durable medical equipment & supplies, home and community-based services (HCBS) waivers, hospice care, independent psychological services for children, intermediate care facility services for people with mental retardation (ICF-MR), occupational therapy, physical therapy, podiatry, prescription drugs, private duty nursing, speech therapy, and vision care, including eyeglasses.

For individuals whose special health care needs require it, Ohio’s Medicaid program covers services in long term care facilities, such as a nursing home or an ICF-MR. Because these services are extremely costly, many private insurance companies do not cover services provided in these care settings.

In recent years, there has been a growing demand by individuals with long-term care needs, for community care alternatives in lieu of institutional care. In Ohio, these alternatives are administered through federally approved HCBS waivers under Section 1915(c) of the Social Security Act. By granting states a waiver, the federal government waives certain Medicaid rules so that the state can provide services to certain eligible people so that they can live in their home and/or community instead of in an institutional setting.

Ohio Medicaid can be characterized as having two major program delivery systems today; the traditional fee-for-service (FFS) system and services delivered via contracts with Managed Care Plans (MCPs).

A. Fee-For-Service
The FFS system is a traditional indemnity health care delivery system in which payment is made to a health care provider after a service is rendered and billed. Providers must meet specifically identified conditions and requirements to participate, such as being licensed or certified, and must enter into a provider agreement to serve Medicaid enrollees. Medicaid individuals in the FFS delivery system are generally free to seek care from any eligible Medicaid servicing provider, but the providers are not required to accept anyone who presents a Medicaid card.

There are several utilization review mechanisms in place in the FFS system. These include prior authorization and pre-admission review as well as retrospective reviews for certain hospital services, retrospective surveillance utilization review, and a comprehensive drug benefit management system with a preferred drug list, and prior authorization for non-preferred drugs.

B. Full-Risk Managed Care
The Ohio Medicaid managed care program operates under the authority of a State Plan Amendment approved by the CMS as of July 1, 2005. In all 88 counties, CFC must receive their health care services through a full-risk managed care delivery system. As of July 2014, of the 2,087,545 total CFC enrollees, 1,861,605 (89%) were enrolled in full-risk MCPs. Out of approximately 222,130 ABD individuals (including ABD adults and ABD kids), approximately 177,511 or 80% were enrolled in full-risk MCPs.
ODM contracts with MCPs which are licensed by the Ohio Department of Insurance (ODI) and which meet all ODM requirements for contracting. MCPs serving the CFC population are paid on a per member per month, capitated basis. ABD MCPs receive risk adjusted reimbursement for each enrolled member. The MCPs assume the risk for all medical benefits and must also provide a number of additional services, such as providing or arranging for access to medically necessary health services for their members, providing member services and 24-hour nurse advice lines, targeted care management, and care coordination.

Since August 2006, there has been more than a doubling of managed care enrollment in the full risk program. Statewide expansion of the CFC Managed Care Program began the summer of 2006 with the phase-in of eight regions. The eight regions were developed based on health care utilization patterns of Medicaid consumers in each county. They included: Central, East Central, Northeast, Northeast Central, Northwest, Southeast, Southwest, and West Central. MCPs serving Medicaid consumers in a particular region served all counties in the region.

In summer 2013, there was a reprocurement resulting in a change of the regions from eight to three main regions, West, Central/Southeast, and Northeast. For rate development and payment purposes, the three regions were further divided into seven sub-regions: West (North Central, Northwest, Southwest); Central/Southeast (South Central and Southeast); and Northeast (Northeast and Northeast Central). Currently, 5 MCPs are offered in all regions: Buckeye Community Health Plan, Caressource, Molina Healthcare of Ohio, Inc., Paramount Advantage, and UnitedHealth Community Plan of Ohio, Inc.

C. Covered Population

Covered Families and Children (CFC)
The CFC population includes the Ohio Healthy Start/Healthy Families eligibles, often referred to in federal programs as the Temporary Assistance to Needy Families (TANF) and SCHIP. These populations, with limited exceptions, are enrolled in Ohio’s Medicaid managed care program on a mandatory basis.

The CFC group includes children up to age 19, parents of dependent children, and pregnant women who can qualify for Medicaid based on family income. Families who participate in the Ohio Works First (OWF) cash assistance program are automatically covered by Medicaid. In addition, CFC includes certain youth who may continue receiving Medicaid coverage until age 21, and Transitional Medicaid. Children, parents, and pregnant women are generally healthier and less expensive to cover than seniors and people with disabilities. Accordingly, the CFC category represents 75% of Medicaid enrollment and 36% of total Medicaid health care spending.

Within CFC, Ohio has several names for the Medicaid program (as mentioned above), targeted to two populations:

Healthy Start covers children (up to 200% FPL), youth aging out of foster care (no income limit), and pregnant women (up to 200% FPL).
Healthy Families covers parents/caregivers and their dependent children who have income up to 90% FPL. These families can have other health insurance and still qualify for Medicaid coverage; in those cases, Medicaid acts as the payer of last resort.

Aged Blind and Disabled (ABD)
Ohioans age 65 and older, and people of any age (including children), with a major disabling condition, may qualify for Medicaid coverage if they meet certain financial requirements. ABD enrollees have more complex health care needs and are more expensive to cover than the CFC population. Accordingly, the ABD category represents 19% of Medicaid enrollment and 61% of total Medicaid health care spending.

Enrollment in Ohio’s Medicaid Managed Care Program is currently mandatory for the ABD population except as listed below. ODM ABD individuals, as described in section 5167.03 of the ORC, are enrolled in the statewide full-risk managed care program except for the following:

1. Institutionalized individuals;
2. Individuals eligible for Medicaid by spending down their income or resources to a level meeting the Medicaid program’s financial eligibility requirements; or
3. Individuals receiving Medicaid services through a Medicaid Waiver component, as defined in Section 5166.02 of the ORC.

MyCare Ohio
Created by the Affordable Care Act (ACA), the CMMI aimed to explore innovations in health care delivery and payment to enhance the quality of care for Medicare and Medicaid beneficiaries, improve the health of the population, and lower costs through improvement. While each program provided individuals with access to critical services and care, coordination between the two programs was lacking.

Given the partnership that exists between federal and state governments with respect to dual eligible individuals, the Centers for Medicare and Medicaid Services (CMS), through the Innovation Center, provided funding for states to support the design of innovative service delivery and payment models that integrate care for this population.

In late 2012, Ohio Medicaid became the third state in the nation to receive federal approval for its plan to coordinate benefits for residents covered by Medicare and Medicaid. The result was MyCare Ohio, a three-year demonstration which uses a managed care approach to better connect services made available through each program. Ohio is home to approximately 182,000 Ohioans who are covered by both Medicare and Medicaid. MyCareOhio coordinates physical, behavioral, and long-term care services for individuals age 18 and older, who are eligible for both Medicaid and Medicare. This includes people with disabilities, older adults, and individuals who receive behavioral health services.

On May 1, 2014, MyCare Ohio launched a phased-in enrollment starting in the North East region and as of July 2014 there were 97,834 enrolled. Statewide, there are five MyCare Ohio plans serving eligible members in seven multi-county demonstration regions: Aetna Better Health of Ohio, Buckeye Community Health Plan, Caresource, Molina Healthcare of Ohio, Inc., and UnitedHealthCare Community Plan of Ohio, Inc.
As a MyCare Ohio enrollee, some of the benefits received at no additional cost include access to a Nurse Advice line available 24 hours a day, 7 days a week, and a care team. If a MyCare Ohio plan is chosen to provide both Medicaid and Medicare benefits, the MyCare Ohio plan will serve as a single point of contact for all of the Medicare and Medicaid services and a single ID card will be provided for all Medicaid and Medicare services. In addition, the plans will encourage choice and self-direction, provide support for individuals to remain independent and in the community, and provide care management that includes face-to-face visits in the home and community.

Eligibility for the MyCare Ohio program is explained in the ODM-MCP Provider Agreement baseline Section 2.4 Program Resource Library [http://medicaid.ohio.gov/PROVIDERS/ManagedCare/IntegratingMedicareandMedicaidBenefits.aspx](http://medicaid.ohio.gov/PROVIDERS/ManagedCare/IntegratingMedicareandMedicaidBenefits.aspx) and OAC rule 5160-58-02.2.

Eligible individuals are able to choose from at least two managed care plans in each region to provide their Medicaid and Medicare benefits. Individuals have the option to have the Medicaid managed care plan provide their Medicare benefits or to opt out of the Medicare portion of the program, and stay with their current Medicare Advantage plan or in the traditional Medicare (FFS) program. However, the individual’s selected MyCare Ohio managed care plan will provide and pay for all their Medicaid services.

**Medicaid Extension**

In March 2010, the President signed into law the ACA extending coverage to the uninsured population through an expansion of Medicaid.

In Ohio, Governor Kasich proposed a plan to extend Medicaid coverage to adults making $15,856 or less per year (138 percent of poverty in 2013). Under the proposal, the federal government will pay 100 percent of the cost for the first three years and 90 percent beginning in 2020 and beyond. If the federal government tries to alter this agreement, Ohio will automatically have the ability to reverse its decision.

The proposed plan to extend Medicaid coverage was approved and enrollment began in January 2014. This specific population group consists of childless adults 19-64 years old with less than or equal to 138% of the federal poverty level and adult parents 19-64 years old with income from 91-138 percent of the federal poverty level. In Ohio, as of July, 2014, 338,707 individuals were enrolled in this group.

**D. MCP Accountability**

ODM currently has a comprehensive strategy for assessing and improving the quality of managed care services offered by MCPs. Expectations for performance, as measured by both process and outcomes, are established and MCPs are held accountable to standard levels of performance in key program areas. MCP administrative functions and the quality of care received by members are evaluated using a broad set of administrative and performance measures. MCPs with performance levels below the minimum performance standards are required to take corrective action and/or subjected to financial penalties. Selected performance measures are used for the Incentive Program. In January 2011, Governor John Kasich created
the Office of Health Transformation (OHT) to modernize the fragmented system of Medicaid in Ohio, to improve the quality of health services available to consumers and families and provide the best value to taxpayers. Part of this work is to develop and implement a strategy around better managed care performance and development of high performance contracting. Ohio hopes to build upon and improve the strategies that have been used for assessing and improving the quality of managed care services offered through contracted MCPs.

E. Incentive Program

The Ohio Medicaid managed care program includes incentives for MCPs to improve performance in specific areas important to Medicaid MCP members. Currently, incentives include a bonus of 1.25% of total premium that is placed in the managed care program performance payment fund and is available to the contracted MCPs as a bonus payment above and beyond the contracted actuarially sound capitation rates. To qualify for consideration for incentives, MCPs must meet minimum performance or incentive standards for a broad set of qualifying measures. For qualifying MCPs, higher performance standards for selected measures must be reached to be awarded a portion of the bonus amount or additional incentives.

More information about the current managed care program, including region specific eligibles and enrollment (ABD [adult and children], CFC, Adult Extension, and MyCare Ohio) rate methodologies and rates are available in the Program Resource Library (Section 2.4) at http://www.medicaid.ohio.gov/ and the OHT website http://www.healthtransformation.ohio.gov/.

Like many states, Ohio continues to struggle with balancing growing demands for entitlement programs. Medicaid alone now accounts for 30 percent of total state government spending and 4 percent of Ohio’s economy. Ohio continues to look for opportunities to improve service delivery, reduce duplication, and gain greater efficiencies while transforming and improving health care outcomes and the health system’s performance.

A significant step toward transforming Ohio Medicaid was the creation of Governor John Kasich’s Office of Health Transformation (OHT) in January 2011. OHT was directed to immediately address Medicaid spending issues, plan for the long term efficient administration of Ohio’s Medicaid program, and act to improve overall health system performance. The Governor’s budget, submitted to the Ohio Legislature in March 2011, included several Medicaid initiatives with the goal of transformational change – aiming higher to achieve better health, better care, and cost savings through improvement. These initiatives were shaped by the following guiding principles:

With forward-thinking, solutions-oriented strategies, we can transform Ohio into a model of health and economic vitality—and bring the system back in line with our heartland values.

- Market-based: Reset the basic rules of health care competition so the incentive is to keep people as healthy as possible;
- Personal Responsibility: Reward Ohioans who take responsibility to stay healthy—and expect people who make unhealthy choices to be responsible for the cost of their decisions;
- Evidence Based: Rely on evidence and data to complement a lifetime of experience, so doctors can deliver the best quality care at the lowest possible cost;
- Transparent: Make information about price and quality transparent, and get the right information to the right place at the right time to improve care and cut costs;
• Value: Pay only for what works to improve and maintain health—and stop paying for what
doesn’t work, including medical errors;
• Primary Care: Transform primary care from a system that reacts after someone gets sick to a
system that keeps people as healthy as possible;
• Prevent Chronic Disease: Prevent chronic disease whenever possible and, when it occurs,
coordinate care to improve quality of life and help reduce chronic care costs;
• Long Term Care: Enable seniors and people with disabilities to live with dignity in the setting
they prefer, especially their own home, instead of a higher-cost setting like a nursing home; and
• Innovation: Innovate constantly to improve health and economic vitality—and demonstrate
to the nation why Ohio is a great place to live and work.

More detailed information about the Medicaid Transformation Initiatives can be found at:
http://www.healthtransformation.ohio.gov/.

1.3 Overview of the Project

MCPs are reimbursed on a capitated basis with capitation rates prepared in accordance with federal
regulations, at 42 CFR 438.6(c). Further, Rule 5160-26-09 of the Ohio Administrative Code (OAC) requires
capitation rates be reviewed at least once every two years; may be modified more frequently based on
existing actuarial factors and experience. This RFP is being issued to fulfill federal and OAC requirements
regarding capitation rates. Additionally ODM has an ongoing need for actuarial and professional support
services pertaining to managed health care, evaluation and maintenance of managed care, fiscal analysis
including budget development and modeling, program review and audit, information exchange, analysis of
health care delivery options and other technical assistance when required.

ODM has expanded managed care to other population groups such as ABD Children (July 1, 2013), Adult
Extension population (January 1, 2014), and MyCare Ohio (dual demonstration program effective May 1,
2014). The awarded vendor may be expected to explore and implement new payment reform strategies
such as medical homes, bundling/episodes of care, and Accountable Care Organizations (ACOs). The
awarded vendor will also assist ODM in estimating the impact of new state and/or federal legislative
initiatives that may occur including adding other population groups to managed care.

It is possible that during the course of the resulting contract, the selected vendor might be asked to develop
payment strategies and rates for other specialized provider groups such as nursing homes, hospitals, health
homes and other such entities, as identified by ODM.

Ohio has 900+ nursing facilities certified to participate in the Medicaid program, serving approximately
50,000 Medicaid residents. Medicaid pays nursing homes utilizing a price system with semi-annual
adjustments for resident acuity. Prices currently in place were established using 2003 cost report
data. Resident acuity adjustments are determined by using the Resource Utilization Groups – Version III
(RUGs-III) system.

Consulting services for the Ohio Medicaid Nursing Facility Rate setting program during this and the
upcoming biennium will include but are not limited to:
1. Assistance with preparation of the nursing facility rebasing. Statutory requirement to rebase prices must be completed by July 1, 2016.
2. Technical support and assistance with analysis for possible conversion to RUGs-IV.
3. Technical support and assistance with forecasting Medicaid utilization and expenditures given current long term care initiatives – MyCare Ohio, Money Follows the Person, etc.
4. Assistance with any new managed care programs or proposed program and/or federal and/or state legislative initiatives during the term of this Contract.
5. Assistance with development of capitation rates should ODM decide to move nursing facility services under full risk managed care

ODM is seeking to develop a consultative relationship with a vendor, who will assist ODM in gathering and analyzing data for ODM to develop program decisions and payment updates meeting the goals of fiscal soundness and access to quality care for beneficiaries. The selected vendor will provide ongoing technical support to ODM in areas of fiscal monitoring and cost containment such as: fiscal audits; case management audits; prompt pay audits; determination of appropriate reinsurance levels; cost report audits; and, review of financial performance measures (such as, medical loss ratio, risk-based capital ratios, net worth per member, and overall expense ratios, etc.).

Throughout the current and into the following biennium, ODM is implementing a variety of healthcare business transformation initiatives to Renew, Reform and Revive the Medicaid program through better heath, better care and cost savings through improvement. Transformation initiatives to Ohio’s program are shaped by the upcoming biennium budget. Innovation and improvements are essential particularly in providing services to persons with disabilities or with chronic conditions.

Vendor skill set, experience and capacity, as well as work objectives and projects are extensively described in this procurement. More specificity about tasks will be determined by project needs as they evolve throughout the term of any contract resulting from the successful completion of the RFP process. The RFP identifies certain on-going functions that will be required of the successful vendor, as well as skill sets, capacities, and experiences the desired vendor will possess.

Individually, many state budget initiatives and federal mandates are far reaching in scope and complexity. The opportunity to transform Ohio’s Medicaid Program, while at the same time continuing to use its resources to run the Program, prompts ODM to solicit skilled vendor resources for the time limited period it will take to successfully develop and implement the program initiatives and tasks described. To support our long term goals for Medicaid programs, we need the support and assistance of a vendor.

This RFP has identified specific routinely performed projects in section IV but ODM anticipates additional projects to be performed throughout the term of the contract expected to result from this RFP. ODM will assign the selected vendor specific projects within the scope of the work described in this RFP. Before the selected contractor may begin work on a project, the vendor will be required to provide an impact analysis and cost summary. The selected vendor will calculate costs for each project using the rates as proposed in response to this RFP in a statement of work document that must be mutually acceptable to both parties and signed by both parties.

For additional information on the various healthcare initiatives that align with the strategies listed above, please visit the Program Resource Library (Section 2.4) and for more information about the specific
deliverables that align with the strategies listed above, please visit Section IV, Scope of Work and Specifications of Deliverables.

1.4 **Objectives of the Project**

Assuring access to medically-necessary health services, as well as the cost effective purchase and quality of care delivered to Medicaid members enrolled in MCPs is of primary concern to ODM. In addition, the managed care program is designed to provide the following to enrolled consumers:

1. Prevention and care coordination services within a medical home setting;
2. Advice and direction for medical issues via a 24/7 medical advice hotline;
3. Help in accessing services with a dedicated call center for members and a provider directory listing PCPs, hospitals and specialists;
4. Case management, for consumers with chronic and complex conditions; and
5. Coordination with state sub-recipient agencies as appropriate.

MCP rate development is performed by the current actuarial services vendor. The vendor selected as a result of this RFP will be expected to complete the rate development for CY 2016 in the initial year and make policy recommendations and rate updates, on a calendar year basis, for future years of the managed care program’s operation.

The enactment of the Balanced Budget Act (BBA) in 1997 and the issuance of regulations (in June 2002) by CMS to implement the managed care provisions of the BBA, changed the regulations of premium rates for Medicaid MCPs. The BBA eliminated the requirement that capitation payments under risk contracts include an Upper Payment Limit (UPL) which led to the de-coupling of the managed care payment rates from FFS costs. In addition, the BBA requires actuarial certification of capitation rates; specifies data elements that must be included in the methodology used to set capitation rates; requires states to consider the costs for individuals with chronic illness, disability, ongoing health care needs or catastrophic claims in developing rates; and, requires states to provide explanations of risk sharing or incentive methodologies. It is required that the selected vendor demonstrates an understanding and ability to comply with these regulations. The selected vendor is expected to certify that the rate setting methodology and the rates are actuarially sound, in accordance with the most recent current federal and state regulations and be approved by CMS to assure continuing federal financial participation (FFP).

With widespread statewide expansion of managed care, there is continuous erosion of creditable fee for service data which complicates rate development. Although the BBA has separated the two delivery systems for the purpose of managed care premium development, in Ohio, the Managed Care and FFS payment systems are interrelated, with many MCPs benchmarking their performance and payment arrangements against the FFS sector. Changes made to the FFS payment systems affect the ability of plans to contract with institutional and non-institutional providers as they build their provider networks for their respective plans. It is expected that the selected vendor will suggest possible ways to evaluate the managed care programs cost effectiveness and to increase the value and reliability of the program by designing policy changes. The vendor is expected to perform complex analyses of historic Medicaid spending and consumer utilization patterns for Ohio’s Medicaid populations, both Managed Care and FFS. In Managed Care, different analyses are expected to occur for the CFC and Adult Extension, (ABD (Adults and Children)) and MyCare Ohio populations due to differences in their health care needs, utilization patterns, and overall
Medicaid controls. The selected vendor will work with ODM to analyze budget trends, develop budget projections and recommend budget initiatives during their contract period.

By contracting with MCPs, ODM expects to improve Medicaid program accountability for its constituents in three areas:

1. Reducing costs for delivering necessary health care to enrollees;
2. Assuring access for enrollees to all Medicaid covered services; and
3. Maintaining quality of health care with an emphasis on prevention.

The selected vendor will assist ODM in achieving these goals by:

- Working with ODM to develop capitation payment rates that meet the objectives of actuarial soundness and fiscal restraint;
- Monitoring the performance of the MCPs to assure that services are provided to members on a timely and adequate basis;
- Providing advice about program and payment reforms to enhance quality of care and cost effectiveness;
- Assisting with financial and operational analysis of federal legislative Acts and assessing the impact on the Medicaid program including but not limited to: consulting on designing new models of delivering care and assessing otherwise proven cost effective strategies already implemented in other comparable states such as patient-centered medical homes (PCMH), bundled payments/episode based care, ACOs, health homes, and fully integrated (physical and behavioral) delivery models;
- Developing capitation rates for a full-risk comprehensive managed care program which delivers an array of service packages meeting the physical and behavioral needs of its enrolled population.

The development of payment rates consists of a number of discrete documents and tasks which are needed by contracting plans to assess their payment risks, and required by CMS to fulfill federal regulations. These tasks along with MCP monitoring and evaluation tasks, technical consulting tasks around budget planning, are specified in more detail in Section IV.

ODM is seeking a vendor to assist in analysis, development and management of specific healthcare actuarial and financial activities to help ODM accomplish its goals as outlined in Section 1.3 of this RFP. The successful vendor will enhance the ability and capacity of ODM to implement the SFY 2016-2017 budget strategies.

1.5 **Time Frames & Funding Source**

ODM is seeking a vendor to perform actuarial services from the award date of this contract July 1, 2015 to June 30, 2017. During this time, most services will be provided subject to a work-plan and timeline approved by ODM. Some services will be required intermittently as needed to successfully implement emerging ODM healthcare strategies and initiatives. Timelines for the initiatives must reflect overall strategic timelines. Deadlines for various initiatives range from October 2015 to January 2018 or beyond.

Since state law prohibits ODM from making financial commitments beyond the fiscal biennium (i.e. June 30, 2016) the contract with the selected vendor will be subject to renewal for the period of July 1, 2017
through June 30, 2019. Renewal is contingent upon the availability of funds and satisfactory performance by the vendor, and is subject to approval by the Controlling Board.

Potential vendors must be aware that ODM may, at its sole discretion, negotiate with all technically qualifying vendors for a revised cost proposal if the cost proposals of all technically qualifying vendors are in excess of the available funding for this project. Section 6.1.C. of this RFP establishes further information on ODM procedures to be implemented if this occurs.

Note: Potential vendors must be aware that the vendor must provide transition services at no charge to ODM, in order to be able to begin work on the contract start date.

SECTION II. PROCUREMENT PROCESS INFORMATION

2.1 Anticipated Procurement Timetable

<table>
<thead>
<tr>
<th>DATE</th>
<th>EVENT/ACTIVITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 19, 2014</td>
<td>ODM releases RFP on ODM and DAS Web Sites; Q&amp;A period opens. - RFP becomes active; vendors may submit inquiries for RFP clarification.</td>
</tr>
<tr>
<td>January 16, 2015</td>
<td>Vendor Q&amp;A period for vendor questions closes, 8 a.m. - No further inquiries for RFP clarification will be accepted.</td>
</tr>
<tr>
<td>3:00 P.M. February 04, 2015</td>
<td>Deadline for vendors to submit proposals to ODM (3 p.m.). - This is the beginning the ODM process of proposal review. LATE PROPOSALS WILL NOT BE CONSIDERED. NO EXCEPTIONS WILL BE MADE.</td>
</tr>
<tr>
<td>February 12, 2015</td>
<td>ODM issues contract award notification letter (estimated). - Vendors that submitted proposals in response to this RFP will be sent letters stating whether their proposal was selected for award of the contract.</td>
</tr>
<tr>
<td>April 20, 2015</td>
<td>Controlling Board review of contract (estimated—if applicable). - Contract with the selected vendor may require review and approval.</td>
</tr>
<tr>
<td>July 01, 2015</td>
<td>Implementation* (estimated–following notification of all contractual and funding approvals). - ODM contracts are not valid and effective until the state Office of Budget Management approves the purchase order.</td>
</tr>
<tr>
<td>July 01, 2017 through June 30, 2019</td>
<td>Possible contract renewal period**</td>
</tr>
</tbody>
</table>

ODM 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.

* According to requirements of ORC 126.07, ODM contracts are not valid and enforceable until the OBM certifies the availability of appropriate funding, as indicated by the approval of the Purchase Order (P.O.).
The selected vendor may neither perform work nor submit an invoice for payment for work performed for this project for any time period prior to the P.O. approval date. The ODM Contract Manager will notify the contractor when the requirements of ORC Section 126.07 have been met.

** Subject to approval by the Controlling Board, the contract period is expected to run from approximately July 1, 2015 through June 30, 2017, with the possibility for a renewal contract that would be in effect from July 1, 2017 through June 30, 2019 contingent upon satisfactory performance, continued availability of funding, and all required approvals. Renewal may be subject to approval by the Controlling Board.

### 2.2 Internet Question and Answer Period; RFP Clarification Opportunity

Potential vendors or other interested parties may ask clarifying questions regarding this RFP via the Internet during the Q&A Period as outlined in Section 2.1, Anticipated Procurement Timetable. To ask a question, potential vendors must use the following Internet process:

* Access the Ohio Department of Medicaid Web Page at: [www.medicaid.ohio.gov](http://www.medicaid.ohio.gov)
* Under the Resources tab
* Go Down to Legal and Contracts
* Select RFPs in the pop-up menu
* Click the Link to the actual RFP
* Select “Submit Inquiry” near the bottom of the web page
* Follow instructions for submitting questions; or, to view posted questions and answers, select “View Q and A” near the bottom of the Web Page.

Questions about this RFP must reference the relevant part of this RFP, the heading for the provision under question, and the page number where the provision can be found. The name of a representative of the potential vendor (or other interested party), the company name, phone number, and e-mail address must be provided to submit an inquiry. ODM may, at its option, disregard any questions which do not appropriately reference a RFP provision or location within the RFP, or which do not include identification of the originator of the question. Questions submitted after **8:00 a.m.** on the date the Q&A period closes will not be answered.

ODM’s responses to all questions asked via the Internet will be posted on the Internet website dedicated to this RFP for public reference by any interested party. ODM will not provide answers directly to the vendors (or any interested party) that submitted questions. All questions about this RFP that are submitted in accordance with these instructions will be answered on the RFP’s dedicated web page.

Questions submitted may be no more than 4,000 characters in length, but there is no limit on the number of questions that may be submitted. ODM’s answers may be accessed by following the instructions above, but rather than selecting “Submit Inquiry,” vendors and others should select “View Q and A.” ODM strongly encourages vendors to ask questions early in the Q&A period so that answers can be posted with sufficient time for follow-up questions.

Vendor proposals in response to this RFP are to take into account any information communicated by ODM in the Q&A process for the RFP. **It is the responsibility of all potential vendors to check this site on a regular basis for responses to questions, as well as for any amendments, alerts, or other pertinent**
information regarding this RFP. Accessibility to questions and answers are clearly identified on the website dedicated to this RFP once submitted questions have been answered.

Requests for copies of any previous RFPs, Request for Letterhead Bids (RLBs), etc. or for past vendor proposals, score sheets or contracts for this or similar past projects are Public Records Requests (PRRs), and are not clarification questions regarding the present RFP. ODM will only answer those questions submitted within the established time period for the Vendor Q&A process (see Section 2.1, Anticipated Procurement Timetable, above), and which pertain to issues of RFP clarity, and which are not requests for public records. ODM is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

If vendors experience technical difficulties accessing the ODAS website where the RFP and its related documents are published, they may contact the ODM Office of Contracts and Procurement (OCP), RFP/RLB Unit, at (614) 752-2505 for guidance.

2.3 Communication Prohibitions

From the issuance date of this RFP until a contract is awarded, there may be no communications concerning the RFP between any vendor and any employee of ODM in the issuing office, or any other ODM 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 2.2, Internet Question & Answer (Q&A) Period; RFP Clarification Opportunity;

2. As necessary in any pre-existing or on-going business relationship between ODM and any vendor that could submit a proposal in response to this RFP;

3. As part of any vendor interview process or proposal clarification process initiated by ODM, which ODM deems necessary in order to make a final selection;

4. If it becomes necessary to revise any part of this RFP, ODM will post those revisions, amendments, etc., to the website dedicated to this RFP;* and

5. Any PRR made through OCP.

*Important Note:* Amendments to the RFP or to any documents related to it will be accessible to vendors through the original web page established for the RFP. All interested vendors must refer to that web page regularly for amendments or other announcements. ODM may not specifically notify vendors of changes or announcements related to this RFP except through the website posting. It is the affirmative responsibility of vendors to be aware of and to fully respond to all updated information posted on this web page.

ODM is not responsible for the accuracy of any information regarding this RFP that is obtained or gathered through a source other than the Q&A process described in this RFP. Any attempts at prohibited communications by vendors may result in the disqualification of those vendors’ proposals.
If interested vendors have a need to communicate regarding this RFP, they must contact ODM using one of the mechanisms provided for in Sections 2.2, Internet Question & Answer (Q&A) Period; RFP Clarification Opportunity, or 2.3, Communication Prohibitions, of this RFP. Vendors are cautioned that communication attempts which do not comply with these instructions will not be answered, and that ODM will not consider any proposals submitted to any address other than the one provided in Section 5.1 of this RFP. Vendor proposals must be submitted to ODM in strict accordance with proposal submission instructions provided in Section 5.1, Proposal Submission Information.

2.4  Program Resource Library

There is a specific library of documents, reports, or other information that vendors interested in this RFP should consider at http://medicaid.ohio.gov/PROVIDERS/ManagedCare/ProgramResourceLibrary.aspx. In addition, a wide variety of information on ODM and its programs which interested vendors may find useful is available to the public via the ODM website at www.medicaid.ohio.gov and the OHT website at: http://www.healthtransformation.ohio.gov/

These include information about the current managed care program including CFC and ABD (adults and children) program, MyCare Ohio program, and Medicaid Extension program with region specific eligible and enrollment numbers; region specific rates, ABD eligibles and enrollment numbers, ABD base rate and risk adjustment methodologies, and current CFC program contracting requirements with the plans including data submission requirements, standards for plan approval, and performance measurements. Also included is documentation of the CFC rates and methodology for CY 2014, along with FFS and Encounter data file specifications at the ODM website: http://medicaid.ohio.gov/PROVIDERS/ManagedCare/ManagedCareProgramAppendixSFY2014.aspx. The vendor may also be asked to assist with nursing facility rate setting and rebasing; documentation can be found at: http://medicaid.ohio.gov/PROVIDERS/ProviderTypes/LongTermCareFacilities.aspx.

Information about the new MITS claims payment system is available at http://medicaid.ohio.gov/PROVIDERS/MITS/MITSInformationReleases.aspx.

SECTION III.  VENDOR EXPERIENCE AND QUALIFICATIONS

Vendors’ proposals must state how each of the following minimum qualifications are met by the vendor or by subcontracted individual being proposed as a key staff member, and describe organizational and staff experience and capabilities of the vendor and subcontracted staff. Vendor must also provide a current organizational chart, including any subcontractor(s), and specify the key management and administrative personnel who will be assigned to this project.

3.1  Mandatory Vendor Qualifications:

In order to be considered for the contract expected to result from this RFP, ODM requires that interested vendors must meet, at minimum, the following qualification requirements. ODM will only consider proposals from vendors:
A. Whose key or Lead actuarial staff possess certification by the American Academy of Actuaries and the Actuarial Standards Board and each have 5 years of actuarial experience. Vendors (or subcontracted staff) must include copies of the required certifications of these standards for each key staff person in their proposals;

B. That has at least 4 actuaries that fit the description of the Lead Actuary. We have major multiple projects running concurrently, therefore, we need at least four lead actuaries fitting our qualifications of the lead actuary to lead each of these individual projects;

C. That has assigned a Lead Actuary to each project task (with at least 2 other qualified Actuaries) who meet the qualification standards established by the American Academy of Actuaries to be a Member of the American Academy of Actuaries for the previous five years; and who have at least five (5) years’ experience in providing actuarial certification of Medicaid full-risk capitation payment rates to the CMS for comparable large Medicaid agencies. The vendors (or subcontracted staff) must supply documentation of actuarial certification and dates when staff achieved actuarial qualification. Acceptable documentation includes copies of letters or certificates from the Society of Actuaries verifying that the Lead Actuary is an Associate of the Society of Actuaries (ASA) or a Fellow of the Society of Actuaries (FSA);

D. That has at least four Lead Actuaries with five (5) years’ experience in developing rates for full-risk Medicaid managed care programs for at least five (5) large comparable Medicaid state agencies. The vendor (or subcontracted staff) must describe and document applicable experience which clearly indicates the dates of the consultation engagements, names of the states and tasks performed;

E. That has at least three (3) years’ experience in developing and certifying full-risk managed care rates for the Aged, Blind and Disabled (ABD) adults and children population for at least five (5) large Medicaid agencies. The vendor (or subcontracted staff) must describe and document applicable experience which clearly indicates the dates of the consultation engagements, names of the states and tasks performed;

F. That has experience that should also include:
   - At least 1 year of rate-setting for integrated delivery systems models which incorporate Medicare and Medicaid services into one program;
   - At least 5 years of rate-setting for Nursing home and waiver populations.

G. That has the ability to analytically process large data sets from ODM on a timely basis, so as to allow all other tasks to be completed on schedule (See [http://medicaid.ohio.gov/PROVIDERS/ManagedCare/ManagedCareProgramAppendixSFY2014.aspx](http://medicaid.ohio.gov/PROVIDERS/ManagedCare/ManagedCareProgramAppendixSFY2014.aspx) for a description of ODM data files). The vendor (or subcontracted staff) must provide examples comparable to Ohio to ODM demonstrating that they have the ability to process and analyze large data sets, representing at least two million covered lives or about ten million monthly transactions.

H. That has a partnership with an Ohio certified Minority Business Enterprise as outlined in Section 8.24 Minority Business Enterprise Sub-Contracting Requirement. Vendors that fail to
provide written acknowledgement and agreement of this requirement will be disqualified from further consideration.

I. The vendor was not listed on the Auditor of State’s website as a party excluded from contracting with ODM by O.R.C. § 9.24 for an unresolved finding for recovery;

Vendors that do not demonstrate ALL of the above experience and qualifications will be disqualified from further consideration for contract award. Additionally, the Technical Proposal Score Sheet (Attachment C) identifies other mandatory criteria, all of which must be met in Phase I for the proposal to be accepted for full detailed scoring.

3.2 Organizational Experience and Capabilities

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

A. The total number of years the vendor (not staff) has had working with state Medicaid agencies developing and certifying managed care rates for the states. The expectation is that the vendor has at least 4 years of corporate experience. Separate the total number of corporate years from the total number of staff years;

B. A brief description of the organization’s history and current operations in Ohio and the United States;

C. A narrative summary describing at least two (2), but no more than four (4), similar sized projects completed in the past five (5) years demonstrating expertise in developing full-risk Medicaid managed care rates and providing the certifications and documentation necessary for CMS approval. The summary should discuss the vendor’s experience in setting rates for the following population groups:

A. Non-disabled Medicaid population;
B. Medicaid disabled and elderly populations (ABD, both adults and children);
C. Nursing home population and those that are on HCBS waivers and/or other managed long term care models;
D. Children with special health care needs;
E. Children and adults with chronic diseases and co-morbid conditions including mental health and behavioral conditions,
F. Populations in fully integrated care models (that provide acute and long term care services i.e. those dually eligible for Medicaid and Medicare; and
G. Populations with severe and persistent mental illness/serious mental illness/serious emotional disturbance.

For each of the above populations, describe methodologies used to establish appropriate Medicaid capitation rates for the state agency. To describe each project use no more than two to three pages.
D. Identify the lead and staff actuaries who could be assigned to each of the above projects in F.

E. Four letters of reference for at least four (4) states for which they have performed similar large scale projects in the past five (5) years. The professional title of the reference, telephone number and a brief description of the type of services provided must also be included;

F. A description of the vendor’s experience in validating large data sets, representing at least two million covered lives or ten million monthly transactions for rate setting, developing adjustments for selection and case mix, health coverage policies with certain carved out services, inflation factors, Third Party Liabilities, geographic locations, and chronic diseases;

G. An example of a data book the vendor has prepared for any state’s Medicaid programs; and

H. A description of vendor’s experience in conducting operational compliance audits. The description should include: audits of cost reports; prompt pay audits; on-site audits to identify inefficiencies in major service categories (e.g. inpatient services, emergency services, pharmacy etc.); audits of other financial compliance; and reporting of results;

**Information Technology and Communications**

Using specific descriptive examples from other comparable states to Ohio and screen shots of applicable and relevant information technology and communications capabilities, the vendor must demonstrate at minimum, the following:

I. Having information technology capacity to receive, manipulate, and analyze Medicaid claims, encounters, eligibility, enrollment, and demographics for a population of over two million eligibles per year or ten million monthly transactions for multiple years. This includes:

   1. Establishing a File Transfer Protocol (FTP) site to exchange large data files with ODM and the health plans in a HIPAA compliant manner;
   2. Ability to implement the Chronic Illness and Disability Payment System (CDPS) risk adjustment model; and
   3. Ability to ensure data security.

J. Having information technology capacity (in processing data for at least two million covered lives per year or ten million monthly transactions) to communicate electronically with ODM and the health plans while meeting HIPAA security standards, including:

   1. Telephone conference calling;
   2. Web-based e-room containing all contract documentation, work plans, correspondence, deliverables, presentations, etc., shared with ODM; and
   3. Web-based e-room accessible to the health plans containing documents correspondence, deliverables, presentations to be shared with them.

K. Having Web-based conferencing capacity to enable presentations and feedback to the health plans for the deliverables in the resulting contract. This capacity should include the ability
to have participants sign on to the conference, display presentations, transmit voice communications over web and/or phone lines, and have conference participants ask questions over the telephone or submitted through the Web.

For specific Information Technology and Communications requirements, see section 2.4, Program Resource Library.

3.3 Staff Experience and 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. Key staff must include at least 4 leading actuaries. The vendor must, at minimum:

A. Identify, by position and by name, staff they consider key to the project’s success. The proposal should provide resumes and /or curriculum vitae for key actuarial staff that will assist on the project, in addition to the lead actuary, who also meet the membership standards of the American Academy of Actuaries. Vendors (and subcontracted staff) shall also include: documentation of actuarial certification and dates when staff achieved actuarial qualification; education and experience in conducting this type of project; relevant aspects of the projects with which each of the key personnel have been involved; and attachments of previous work by each of the key management personnel which is the best representation of their capability. Lead actuaries must have at least five (5) years of experience;

B. Assign a Data Manager, experienced in analysis, processing, and security of large health care data sets (need not be a qualified actuary) to the project. The Data Manager will be responsible for all data manipulation, summarization and analysis. For example, experience is needed with summarizing raw data by time period, region, age, sex, diagnosis, aid category service category, place of service, provider type and disease status. Further, specific experience with risk adjustment techniques and the employment of risk scores using models such as the CDPS are necessary for project completion. The vendor should document the proposed Data Manager’s education, experience, and skills in these areas demonstrating at least five (5) years of experience;

C. Assign a Project Manager who will be responsible for the logistics of transmitting data and project deliverables and communication with parties for the entire project. The project manager should have at least five (5) years’ experience with projects of similar size and complexity and is expected to spend 50-75% of their time working with these tasks; and

D. Provide a statement that key management personnel assigned to the project will not be reassigned by the vendor without prior notification to ODM. Replacement personnel offered for ODM approval must have equal skill, training, and experience. ODM must provide written pre-approval of any replacement staff.
If the vendor seeks to meet any of the qualifications and experience requirements through a subcontractor, the vendor must identify the subcontractor by name, professional title, telephone number and a brief description of the type of services to be provided.

SECTION IV. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES

Interested vendors are to view this sections’ description of the scope of work and deliverable that will be required of the selected vendor as the underlying frame work for vendor’s proposals. Proposals will be evaluated by ODM not only on whether a qualified vendor agrees to the required deliverables, but on how well and how fully their proposals indicate they will perform those deliverables, and how effectively and efficiently the proposal meets the RFP’s objectives and serves Ohio’s needs. The selected vendor will be responsible for the deliverables as described in Sections 4.1 and 4.3 including all preparatory and intervening steps, whether or not ODM has explicitly specified or delineated them within the RFP, and therefore vendors must fully and appropriately plan and cost out their proposals accordingly.

Important Note: For any work performed under a contract resulting from this RFP, the vendor must agree that assumptions will be clearly stated in documents, conclusions, recommendations, reports and projections, and data sources will be cited. Vendor must agree to provide ODM with data, inputs, and outputs- not including any proprietary modeling- used to meet the objectives of this contract. Data and assumptions must be provided in a format and at a level that is both consistent and useable (as determined by ODM).

4.1 Scope of Work

The scope of work required under the contract expected to result from this RFP will result in the accomplishments of the strategies and objectives as stated in Sections 1.3 and 1.4 of this RFP. Due to the dynamic nature of this redesign process, resource constraints, changes in federal regulations, and the changing legal environment, not all components are known at this time. The vendor must propose key personnel with expertise as specified in Section 3.

The following information below is a summary of routine duties and responsibilities of the selected contractor for this RFP; further details are provided in Section 4.3, Specifications of Deliverables. In order to receive consideration for contract award, all aspects of the requirements described in this section must be addressed in the vendor’s technical proposal.

In addition to the routine deliverables described in this RFP, additional tasks may be required and the type and amount of work being performed by the selected vendor at any given time is expected to vary considerably, depending on the timelines of specific initiatives. The selected vendor will assist ODM in determining how to optimize Ohio resources, including services available under this or another contract for the best outcome for each initiative.

The rate methodology and the rates for CYs 2012-2015 were developed by the current actuary and are available in the Program Resource Library in Section 2.4.

The specifications for deliverables required under the resulting contract may evolve from year to year in response to program changes as the managed care program is expanded to cover individuals currently not
enrolled. In addition, federal and state statutory and regulatory provisions may demand modifications. The selected vendor will be expected to develop and/or modify rates to accommodate the changes in eligibility and benefit package due to future legislation. The vendor must be willing to work with ODM to reach mutual agreement around changes in such details and specifications.

The following specific routine tasks (deliverables) outlined in Section 4.3 are to be performed by the selected vendor. There may be other, as yet, undefined tasks that develop and are required as a result of emerging and evolving new state and federal policy initiatives. In addition, the selected vendor will be required to provide the deliverables and adhere to the schedule outlined in Section 4.4, but those dates are subject to change by ODM. The vendor must be able to meet ODM’ deadlines in order to allow ODM the necessary time to conduct impact analysis and timely procurement negotiations with external entities like the MCPs. In developing their proposals, all vendors must fully and appropriately plan and cost out their tasks, including all necessary preparatory and intervening steps, whether specified in the RFP or not.

**Important Note:** As stated previously, the work anticipated under the resulting contract is dynamic in nature. In the RFP, the vendor will be required to perform some annual well-defined core deliverables for each year such as rate setting, budget prediction, financial monitoring which must be completed following a specified timeline. However, please note that other deliverables and tasks may be required and may change over the term of the contract to comply with changes in federal and/or state laws, regulations or policies. The selected vendor will be required to regularly provide updated work plans (no less often than every 6 months) to ODM. Updates should include:

- Time frames for completion of tasks,
- Estimates of contract hours expected to be spent,
- Resource needs, and
- Policy goals and outcomes.

### 4.2. Administrative Structures—Proposed Work Plan

Vendor must include, at a minimum, the following administrative structures and technical approach for their proposed work plans. The vendor proposal shall:

A. Describe how the vendor’s services will help ODM achieve the key objectives stated in Section 1.4 of this RFP.

B. Describe the vendor’s technical approach to work, including processes and methods for:
   a. Research analysis and data manipulation, actuarial rate-setting development methodologies;
   b. Assigning work to staff, overseeing the work and delivering the results to ODM;
   c. Providing status reports and analyses at least monthly, annually and upon request;
   d. Determining and reporting that work has been completed;
   e. Resolving unanticipated problems; and
   f. Invoicing ODM and resolving billing disputes.

C. Provide a process for submitting an “impact analysis” to ODM for approval before beginning work on any specific initiative, and submitting an amended impact analysis for any initiative in progress upon request by ODM. This “impact analysis – based upon detailed discussions with ODM about the initiative, ODM needs, the target implementation or completion date and the
scope of work- will allow ODM to allocate staff and funding necessary for the project. Include in the Technical Proposal a rough hard copy sample of an impact analysis, which will include:

a. A Project work plan, provided in a format that ODM can electronically review, copy or edit;
b. A proposed timeline with:
   i. Target completion dates for any required activities;
   ii. Hours of work that will be necessary for each of the required activities, broken down into:
      1. Staff provided under a contract resulting from this RFP; and
      2. Any additional personnel required to complete the activity on time; and
c. An estimate of the total cost of the initiative.

D. Provide a current organizational chart (including subcontractors, if any) and specify the key management, technical and administrative support personnel who will be assigned to this project. Include:
a. Total number of actuaries (including lead actuaries) who will be involved in different projects (cost reports, dashboard reports, financial monitoring and rate development) for:
   1. The CFC, ABD (adults and kids) and Adult Extension;
   2. MyCare Ohio dual eligible program; and
   3. Nursing Homes (and rebasing), Home and Community Based Waiver (HCBS); and
   4. Physical and Behavioral health populations.

Each project should have at least a lead actuary and two (2) staff actuaries.
b. A process for proposing substitute or replacement staff for ODM’s approval, in the event key staff identified in the Technical Proposal become unavailable; and
c. A process for ensuring that key staff (and any replacement or additional staff) will be available to begin work upon approval of a Purchase Order reflecting a contract resulting from the RFP, and any replacement or additional staff will be made available as called for in the impact analyses prepared by vendor in coordination with ODM and approved by ODM.

E. The percentage of time each key management personnel will devote to the projects identified in 4.2, B.

F. The number of executive and professional personnel, management analysts, programmers, consultants, etc., who will be employed in the work. Vendors are to identify where these personnel will be physically located during the time they are engaged in the work; and

G. For the deliverables identified in Section 4.3, identify as succinctly as possible: (a) the length of the experience; (b) the work undertaken; (c) the deliverables produced; and (d) the Lead actuary and other actuaries who would be assigned. For this purpose, tasks can be grouped together by the vendor for ease of reporting their experience. Specify whether or not all deliverables described in the contract’s scope of services were produced and provide a contact person (name, email address and phone number of the contact) who has the knowledge of the work performed for that respective state.
4.3 **Specification of Deliverables**

This section sets forth the routine activities and deliverables which will be required of the selected vendor under the contract expected to result from this RFP. In addition to these routine activities and deliverables, there may be new deliverables arising as a result of new federal and state policies and initiatives.

The routine deliverables will be described in the following sections: Evaluation and maintenance of the current program (CY 2015); Rate-setting (CY 2016); Fiscal analysis; Program review and audit; Information exchange; Technical assistance and support; and scoping the work to be done and areas where ODM needs additional resources to perform the work. The contracted services will include, but may not be limited to, the following areas:

A. **Evaluation and maintenance of the current program (CY 2015)**

1. Review and evaluation of the existing capitation rates and the methodology utilized to determine the capitation rates. This should include reviewing and evaluating the adjustments and assumptions employed in the CFC, ABD (Adults and Children), Adult Extension, and MyCare Ohio rate setting processes, the risk scores for ABD (Adults and Children), and the MEMA for the MyCare Ohio population;

2. Updating the MCP risk scores for the ABD (Adults and Children) population using the CDPS model. Updating the risk scores will include the development of:

   Individual Acuity Factors;  
   MCP case mixes;  
   MCP Result Summary Reports; and  
   MCP Prevalence Reports

   The selected vendor will be required to use the most recently available data (Current reports, methodology, report format and glossary of terms can be found in the Section 2.4, Program Resource Library).

   Target completion timeframe – In use by July, 2016 and updated semi-annually thereafter.

3. Updating the MEMA scores for the MyCare Ohio Opt-In and Opt-Out population. Updating the MEMA will include:

   The vendor will collect real-time MyCare Ohio enrollment data to adjust the MyCare Ohio Opt-In and Opt-Out rates per plan per region.

   Relative cost factors are assigned to each of the population groups that comprise the NFLOC rate cell. These relative cost factors are developed by comparing the population group rate to the NFLOC rate. The development of the relative cost factors is region-specific, where the rate for a population group in a region is compared to the NFLOC for that same region.
Development of the MEMA will include the following steps: (1) Analysis of actual plan member enrollment data at selected points in time and determination of the enrollment mix or composition in each plan; (2) Multiplication of each plan’s member enrollment mix by the respective relative cost factors resulting in an estimate of each plan’s average member risk mix; (3) Adjustment of the plans’ capitation rates by the respective member risk plan factor applicable to each plan; and (4) Ensuring that the rate is budget neutral.

Target completion timeframe of updated semi-annually thereafter

4. Review and evaluation of the existing MCP contracts. This should include, but not be limited to, the appropriateness of:
   a) Utilization and trend assumptions;
   b) Health benefit packages provided for each beneficiary group;
   c) Administrative load assumptions; and
   d) Financial and other reporting requirements.

B. Rate-setting (CY 2016)

1. Certify the validity of the source data to be used for rate setting. The vendor and the ODM will work closely to validate the accuracy and completeness of the source data for the CFC, ABD (Adults and Children), Adult Extension and MyCare Ohio populations.

   Target completion timeframe of 60 days from contract inception.

2. Conduct an in-depth analysis of the FFS encounter, cost report and dashboard data to identify inefficiencies and hot spots with inpatient, emergency services, pharmacy and other major categories of services to determine adjustments to be applied to the base rates;

   Target completion timeframe expected by August 2016

3. Review the Calendar year 2016 rate setting methodologies for the CFC, ABD (Adults and Children), Adult Extension, and MyCare Ohio populations and make sure they are in accordance with the most current federal and state laws and regulations;

   Target completion timeframe expected August 2016

4. Produce data books for the calendar year 2016 ABD (Adults and Children), CFC, Adult Extension and MyCare Ohio rates. This shall include at least all of the following elements: cost and utilization by cohort, service category and region; FFS summaries (for ABD Children only); encounter data summaries; MCP cost report; and Dashboard report summaries. The data books will be made available in the format recommended by ODM. Distribution will be a joint effort by ODM and the vendor,
but the vendor will be expected to provide an electronic version of the data book to minimize document handling;

Target completion timeframe September 2016

5. Present the data book and rate setting methodology to the plans. The vendor will present the CFC, ABD (Adults and Children), Adult Extension and MyCare Ohio rate setting methodologies and data books to the plans in addition to preparing written responses to MCP inquiries. The CFC, ABD (Adults and Children), Adult Extension and MyCare Ohio presentations will be conducted on an agreed upon date by ODM and the vendor. The MyCare Ohio rates may be presented at a later date;

Target completion timeframe September 2016

6. Assess performance of rate development for the CFC, ABD (Adults and Children), Adult Extension, and MyCare Ohio populations. This shall include, at least, all of the following: development of trend; managed care assumptions such as clinical measures, performance measures, market changes, program expansions; review and inclusion of all FFS coverage policy and reimbursement changes; state and federal legislative mandates; cost containment incentives for the plans; administrative and contingency loads; non-state plan services; and, other related factors. The draft base rates will be shared at a mandatory meeting with the plans. This meeting will be followed by a comment period with written responses by the vendor and appropriate incorporation of comments from ODM and the MCPs. Please note that the ABD (Adults and Children) base rates would have to be risk adjusted once in December 2015 and then in June of 2016.

Target completion timeframe September 2016

7. Present the final draft ABD (Adults and Children), CFC, Adult Extension) and MyCare Ohio rates at a mandatory meeting with the plans, in a face-to-face meeting in Columbus, Ohio. This meeting will be followed by a comment period with written responses by the vendor and appropriate incorporation of comments from ODM and the MCPs. The rates for the MyCare Ohio may be presented at a different date.

Target completion timeframe September 2016

8. Certify the final CFC, Adult Extension, ABD (Adults and Children) and MyCare Ohio rates as being actuarially sound. The selected vendor will obtain CMS approval for the rates including completion of the CMS rate setting checklist for the final rates. The ODM contract manager will be responsible for verifying vendor compliance with this deliverable.

Target completion timeframe October 2016
C. Fiscal analysis

ODM seeks to develop fiscally sound payment rates within the context of the State’s overall budget. This will be accomplished through a consultative relationship with the selected vendor, who will assist the state with developing program decisions and payment updates meeting the goals of fiscal soundness and assuring access of beneficiaries to quality care.

In addition to developing current period managed care rates, the selected vendor will work with ODM to develop rate trends with appropriate documentation and attestation to be used for future budget development and policy planning.

1. **Budget Development and Modeling.** ODM shall discuss with the vendor anticipated program changes and costs for FFS payments, and the parties should jointly determine the relative impacts of the fee for service program changes on managed care costs. As budget proposals are defined, the vendor should provide assistance to measure the impact of these proposals on managed care rates including benefit changes, utilization and covered populations. The vendor will also provide managed care trending information by the major provider categories, such as inpatient and outpatient hospital, pharmacy, physician, dental and laboratory services. All this information will allow the vendor and ODM to develop credible budgetary impact estimates for specific administrative, legislative and other public proposals.

   Timeframe – on-going

2. **Increasing Efficiency in the Medicaid System.** The vendor will work in a consultative relationship with ODM to increase the efficiency of the Medicaid delivery systems. This will include identifying opportunities to responsibly slow the growth rate of service costs; optimize utilization; and, improve health outcomes.

   Time frame – on-going

D. Program review and audit

1. Performance of periodic audits of prompt pay requirement compliance for selected MCPs, under the supervision of contract managers. MCP audits will be required every year to meet this requirement;

2. Reviewing, monitoring and evaluation of each MCP’s quarterly cost report for data consistency and reporting errors. The vendor must analyze the Incurred But Not Reported claims (IBNR) calculations; lag triangles; administrative costs; medical costs; case management cost; medical claims cost; and, the overall expense ratio. The vendor shall review the cost reports with the MCPs and ODM to correct any errors and inconsistencies (Communication can be completed by conference call.);

   Target completion timeframe: During each quarter of the calendar year
3. Reviewing the current MCP independent auditor’s “Agreed Upon Procedures” related to the quarterly and annual cost reports and will provide recommendations to ODM for improving the audit reporting to make the information more useful for rate setting and for measuring the financial performance of the MCPs’ line of business;

Target completion timeframe: During each quarter of the calendar year

4. Producing a quarterly dashboard report. The Dashboard will enable ODM to monitor MCP financial, enrollment, encounter, and quality data. The dashboard will be used as a tool to review MCP efficiency, quality, outcomes, and overall performance as a component of ODM’s goal to improve the quality of healthcare services and lower healthcare costs. The reports will be built based on encounter data, enrollment data, MCP quarterly financial reports, and annual metrics such as Low Acuity Non-Emergency (LANE), Potentially Preventable Admissions (PPA), CDPS, and Healthcare Effectiveness Data and Information Set (HEDIS) measures; and

Target completion timeframe: During each quarter of the calendar year

5. Providing technical assistance related to reinsurance requirements and other financial standards set forth by the state in the MCP provider agreements (see Appendix J of the July 1, 2015 regional provider agreements). On-going financial policy review and revisions will be necessary to implement ABD (Adults and Children), CFC, Adult extension, and MyCare Ohio managed care.

Target completion timeframe: During each calendar year

E. Information exchange

Efficient, effective and secure information exchange is paramount to the success of the ABD (Adults and Children), CFC, Adult Extension, and MyCare Ohio managed care projects. The following are some base level expectations for information exchange:

1. Attend and participate in an initial project planning meeting. This will entail a face-to-face meeting in Columbus, Ohio lasting approximately a full business day. During this meeting, ODM and the selected vendor will collectively clarify expectations; review information from the most recent rate setting cycle; establish a time line for project completion including milestones; review and discuss the vendor’s detailed outline of data required for both the calendar year 2016 rate setting and updates for the ABD (Adults and Children) risk scores. A similar meeting may be required for the MyCare Ohio plans to discuss the MyCare Ohio rates and updates for the MEMA;

2. Participate in on-going communication which shall consist of conference calls, e-mail interchange and web-based interface;

3. Establish and utilize a secure FTP site (or some other more efficient and effective mutually agreed upon mode of transmission) for the transmission of confidential data to and from ODM. ODM will provide the vendor with the following data: Annual FFS
claims data and encounter data; master files such as Medicaid Provider File, MCP eligibility file and monthly enrollment; and the Recipient Master file. Additional information will be provided as agreed upon. Data requests will be derived from the ODM Quality Decision Support System (QDSS) and the MITS Business Intelligence Archive Resource (BIAR) system wherever possible. Data specifications, variables and an overview of QDSS can be found in Section 2.4, Program Resource Library. Additional data requirements must be detailed by the vendor by day 20 of the contract. Note: The vendor is expected to be flexible and capable of adapting to the new system files; and

4. Utilize data files that are dependent on data sources from the MITS system. The new MITS system involved structural and design changes of the data files currently shown in the Program Resource Library.

F. Technical assistance and support

1. The State is exploring various health care delivery system options. Options include use of the ACOs, bundled payment systems based on an episode of care rather than a visit, health homes, and other models such as fully integrated care models (i.e. long term care services). The State has had major policy changes over the past few years with the initiation of federal and state health care reform efforts, including the ACA resulting in new groups and benefit packages being added to FFS and/or managed care and will expect the vendor to adjust the capitation rates accordingly. The vendor will be expected to assist with the following:

   A. Analyze federal and state policies - provide technical support and analysis of Federal and State policy and programmatic changes, which may have an impact on utilization of services or on future capitation rates. The contractor will quantify the impact of proposed policy and legislative changes on existing capitation rates; those changes that can affect the total number of eligible consumers, the underlying risk of the capitated population, or the Medicaid benefits package, which may increase or decrease the average capitation rate. The contractor may be required to develop and propose new capitation rates if new groups of people become eligible for managed care and if a benefit package for certain populations changes. An example of a significant policy change is the health care reform (ACA). The vendor will be expected to assess the impact on Ohio’s Medicaid managed care program and provide consultation on changes in capitation rates;

   B. Analyze issues about long term care/nursing facility care/ and waiver services; the State may request that the vendor analyze reimbursement methodologies for programmatic changes impacting long-term care and waivers as they relate to Ohio Medicaid managed care. The contractor would provide ODM with the methodology it uses to determine the cost impact and adjustments needed to the current MCP capitation rates;
C. Have the ability to analyze issues about hospital services and reimbursements for these services: the State may request that the vendor analyze reimbursement methodologies for programmatic changes impacting hospital services and hospital reimbursement rates as they relate to Ohio Medicaid FFS/managed care delivery systems. Specifically, these analyses may be focused on the entire hospital reimbursement or on any of the components of hospital reimbursements, analysis to support implementation of a diagnostic related grouping product, and analyses related to alternative methodologies for reimbursing hospital services – e.g. consideration and analysis of a prospective payment system for hospitals currently paid on a reasonable cost basis. The contractor would be expected to provide ODM with detailed information on the methodology and any data it uses for any analysis and the methodology used to determine the cost impacts and adjustments needed to the FFS program and MCO capitation rates, as a result of these policy evaluations;

D. Have the ability to analyze issues about non-institutional provider services and reimbursements for these services: the State may request that the vendor analyze reimbursement methodologies for programmatic changes impacting non-institutional provider services and reimbursement rates and methods as they relate to Ohio Medicaid FFS/managed care delivery systems. Specifically, these analyses may be focused on the entire reimbursement or on any of the components of non-institutional provider program reimbursements, analysis to support implementation of new fees/rates, and analyses related to alternative methodologies for reimbursing non-institutional services - e.g. Consideration and analysis of selective contracting, bundling of services, benefit changes, impact analysis on stakeholders (such as small business, townships), adherence to common sense business regulations, adherence to maintenance of effort (MOU) requirements. The contractor would be expected to provide ODM with detailed information on the methodology and any data it uses for any analysis and the methodology used to determine the cost impacts and adjustments needed to the FFS program and MCO capitation rates, as a result of these policy evaluations; and

E. At the end of the contract period, work cooperatively with the State and any of their specified contracting organizations to develop and successfully implement a plan to transition all data, methodologies, documentation, and ongoing projects to the succeeding contracting organization, vendor, or firm.

**Estimated Schedule for Project Work**

<table>
<thead>
<tr>
<th>SCHEDULE/DELIVERABLES DURING SFY 2016-SFY 2017</th>
<th>ENTITY(IES) ASSIGNED</th>
<th>DATE DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Vendor participates in discussions with ODM to further</td>
<td>ODM staff</td>
<td>July 2015</td>
</tr>
<tr>
<td></td>
<td>describe and outline the project requirements and milestones.</td>
<td>and Vendor</td>
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<tr>
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<tr>
<td>3.</td>
<td>ODM supplies Medicaid Databases per mutual agreement. Vendor validates data for rate setting. ODM shares all health coverage/reimbursement policies with the vendor.</td>
<td>ODM staff and Vendor July 2015</td>
</tr>
<tr>
<td>4.</td>
<td>Vendor provides specification for additional data to be provided by the state.</td>
<td>Vendor July 2015</td>
</tr>
<tr>
<td>5.</td>
<td>Vendor does an in depth analysis of MCP encounter data, FFS, cost and dashboard reports to identify inefficiencies with inpatient, ER, Pharmacy and other major categories of service.</td>
<td>Vendor August 2015</td>
</tr>
<tr>
<td>6.</td>
<td>Vendor provides a draft data book to ODM for the CY 2016 rates.</td>
<td>Vendor August 2015</td>
</tr>
<tr>
<td>7.</td>
<td>Vendor develops a feasible written draft of a rate methodology document for MCPs and recommends illustrative rates for the ABD (adults and children) CFC, Adult Extension and MyCare Ohio populations.</td>
<td>Vendor August 2015</td>
</tr>
<tr>
<td>8.</td>
<td>ODM and MCPs provide feedback regarding the draft data book and methodology.</td>
<td>ODM staff &amp; MCPs September 2015</td>
</tr>
<tr>
<td>9.</td>
<td>Vendor presents proposed methodology updates for ABD (adults and children) CFC, Adult Extension and MyCare Ohio population eligibles to MCPs as requested by ODM.</td>
<td>Vendor September 2015</td>
</tr>
<tr>
<td>10.</td>
<td>Vendor works with ODM to prepare responses to MCP comments/questions/suggestions throughout the MCP rate setting/negotiation process.</td>
<td>Vendor &amp; ODM September 2015</td>
</tr>
<tr>
<td>11.</td>
<td>Vendor submits the final CY 2016 ABD (adults and children) CFC, Adult Extension base rates, including certification for the rates for CMS, and conducts a presentation to the plans at a public meeting in Columbus, Ohio.</td>
<td>Vendor October 2015</td>
</tr>
<tr>
<td>12.</td>
<td>Vendor reviews the current ABD (Adults and Children) risk scores and requests data to update the risk scores for the period January 1, 2016 to June 30, 2016, and for July 1, 2016 to December 31, 2016 using the CDPS model. This task will include the development of Individual Acuity Factors, the MCP Case Mixes and the MCP Result Summary Reports, and MCP Prevalence Reports using the most recent data from the state. Task will be done semiannually, due in December and June.</td>
<td>Vendor &amp; ODM December 2015 and June 2016</td>
</tr>
<tr>
<td>13.</td>
<td>Vendor develops the Member Enrollment Mix Adjustment (MEMA) for the MyCare Ohio plans. Task will be done semiannually, due in December and June.</td>
<td>Vendor &amp; ODM December 2015 and June 2016</td>
</tr>
<tr>
<td>14.</td>
<td>Start the initial ABD (adults and children) CFC, Adult Extension and MyCare Ohio population base rate development process for CY 2016. This task will be performed annually. Steps are similar as in the rate development cycle...</td>
<td>Vendor and ODM February 2016</td>
</tr>
</tbody>
</table>
15. As requested by ODM, develop and finalize managed care waiver cost-effectiveness calculations for CMS review and approval in accordance with federal specifications.

Vendor and ODM To be scheduled during CY 2016

16. Vendor performs audit of compliance with ODM prompt pay requirements for selected managed care plans.

Vendor To be scheduled during CY 2016

17. Review MCP’s quarterly cost and dashboard reports and have discussions with individual MCPs and ODM on an as needed basis. Provide recommendations to improve reporting of financial data in the cost reports.

Vendor & ODM & MCPs To be scheduled during CY 2016


Vendor To be scheduled during CY 2016

19. Ongoing review of MCP’s reinsurance requirements and all other financial standards.

Vendor To be scheduled during CY 2016

20. Vendor provides consultation and ongoing technical support in all other aspects of managed care program operations, ODM’s budget initiatives, ACA impact analysis, rate setting as requested by ODM, not to exceed the approved amount that shall be provided by statement of work.

Vendor & ODM To be scheduled during CY 2016

4.4 Selected Vendor Compensation Structure

Compensation will be made on a reimbursement basis for the actual hours dedicated to the provision of the various budget initiatives and work projects described herein. For approved work performed by the selected vendor, the vendor will invoice ODM on a monthly basis in a fashion that enables ODM to identify what work has been done by whom at what cost on which initiative so that ODM can properly allocate costs to funding sources.

Vendors will use the Cost Proposal Form included in Attachment D to this RFP to create a budget table and budget narrative collectively titled “Cost Proposal.” The costs should include the hourly rates for all personnel and pre-selected subcontractors identified in the Technical Proposal. All overhead, subcontracted, travel, indirect, administrative and other costs must be configured into the hourly rates stated in the vendors Cost Proposal.

ODM understands that because the specific projects to be performed throughout the term of the resulting contract cannot be identified at the time this RFP is released, the anticipated number of hours cannot be provided. However, the Cost Proposal Form requires vendors to propose rates for their staff and extend those rates by specified numbers of hours. The number of hours shown on this cost proposal form is an estimation of the number of hours needed for this procurement to be successful. The hours listed will be used only for the purposes of vendor selection and establishing an aggregate cost. Once work commences, actual hours will be determined and agreed upon by the selected vendor and ODM through a process determined by ODM. Before work begins on a project, the selected vendor will be required to include an impact analysis (as described in 4.2 C), and cost summary with each project proposal.

*The costs and hours listed in each project proposal will be subject to negotiation between the ODM Contract Manager and the selected vendor. After both parties agree to a number of hours of work and total cost for a project, the selected vendor will submit a final project proposal to be signed by the ODM Contract Manager.
**Should negotiations result in costs anticipated to exceed the overall total or the total funding available for a SFY according to the contract and purchase order, the contract must be formally amended to include the additional funds before any additional costs are incurred.

Vendors are to propose their compensation rates using the Cost Proposal Form provided as Attachment F to this RFP. All proposals for compensation must be presented in the format and categories as prescribed on that form. No other categories of costs will be considered by ODM. No additional fees or costs of any sort will be paid under this contract.

SECTION V. PROPOSAL FORMAT & SUBMISSION

5.1 Proposal Submission Information

ODM requires proposal submissions in both paper and electronic format. The proposal must be prepared and submitted in accordance with instructions found in this section. The proposal submission must include:

- **Five (5) paper copies (one signed original and 4 copies) and one CD-ROM copy of the technical proposal;**

  It is the vendor’s affirmative responsibility to ensure that all copies and all formats of the proposal are identical. Any pages or documents omitted from any or all copies can negatively affect the vendor’s score and possibly result in disqualification. In the event of any discrepancies or variations between copies, ODM is under no obligation to resolve the inconsistencies and may make its scoring and vendor selection decisions accordingly, including the decision to disqualify the vendor.

  **AND**

- in a sealed, separate envelope, five (5) paper copies (one signed original and 4 copies) and one CD-ROM copy of the cost proposal.

The vendor’s original technical and cost proposals must contain all the information and documents specified in Section 5.2, Format for Organization of the Proposal. The vendor’s total complete proposal submission (both the technical and cost proposals in all required copies) must be received by OCP no later than 3:00 p.m. on February 04, 2015. Faxes or e-mailed submissions will not be accepted. Proposals must be addressed, for hand delivery or delivery by a private delivery company, as described below:

**Office of Contracts and Procurement**
**Ohio Department of Medicaid**
**50 West Town Street**
**Columbus, Ohio 43215**
**ATTN: RFP/RLB Unit**

Vendors are **STRONGLY** encouraged to use a private delivery company (e.g., FedEX, UPS, etc.) to deliver their proposals, or to hand deliver them, to the above address, as companies like that are capable of delivering directly to ODM’s security desk in the building, where it will be received and date and time
stamped. While using the Postal Service is an option it can add several days to the delivery process and could result in a vendor’s proposal being late and removed from consideration. **All proposals must be received by OCP by the posted submission deadline, date and time. No exceptions will be made.**

The address for postal deliveries is:

Ohio Department of Medicaid  
Office of Contracts and Procurement  
PO Box 182709  
Columbus, Ohio 43218-2709

The entire vendor **technical proposal** should be converted into **one single secure .pdf document** saved to the technical proposal CD-ROM submitted to ODM. If the proposal’s size necessitates more than a single .pdf document to contain the entire technical proposal, vendors must still send the CD-ROM copy of the proposal, but use the fewest separate .pdf documents possible.

Along with the technical proposal, the vendor must submit the cost proposal in a separate, sealed envelope/package labeled: “**DO NOT OPEN. COST PROPOSAL ENCLOSED FOR ACTUARIAL SERVICES FOR MEDICAID MANAGED CARE, RFP ODM-1516-9001 SUBMITTED BY [VENDOR’S NAME].**”

The CD-ROM copy of the cost proposal must include all cost proposal components, including any required or voluntary attachments. **The CD-ROM containing the cost proposal must be submitted in the sealed envelope containing the hardcopy cost proposal.**

Both CD-ROMs must be labeled with the vendor’s name, the RFP number, and the proposal submission date or proposal due-date, at minimum. The requested CD-ROMs may be used in the formal ODM proposal review process, and will be used by ODM for archiving purposes and for fulfillment of Public Records Requests; failure to include or to properly label them may, at ODM discretion, result in the rejection of the vendor from any consideration.

All proposal submissions must be received, complete, at the above address, via mail or hand delivery by the above date and time. Materials received separately from a vendor’s proposal submission (e.g., letters of recommendation from past customers) will not be added to the proposal nor considered in the review and scoring process. Materials received after the date and time as stated above will not be added to any previously received submissions, nor will they be considered.

OCP will accept proposals at any time during normal ODM business hours prior to the posted submission deadline (date and time). All proposals must be received **no later than the specified deadline, both date and time,** by OCP. **ODM is not responsible for proposals incorrectly addressed or for proposals delivered to any ODM location other than the address specified above.** No confirmation of mailed proposals can be provided.

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 ODM and the vendor selected.
5.2 Format for Organization of the Proposal

In developing their proposals, vendors must fully and appropriately plan and cost out their proposed projects (cost information must be restricted to the cost proposal only), including all necessary preparatory and intervening steps, regardless of whether those steps are delineated in this RFP. The vendor’s technical proposal must contain the following components, at minimum. It is mandatory that vendor proposals be organized in the following order and that wherever appropriate, sections/portions of the vendor proposal make reference by section number/letter to those RFP requirements to which they correspond.

A sample Technical Proposal Score Sheet is provided as Attachment C. of this RFP. Vendors are strongly encouraged to use the Score Sheet to check their proposals for quality, compliance, and completeness prior to submission.

A. Proposal Organization

The vendor’s technical proposal must contain the following components, organized in 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 may be provided as an appendix to the proposal and so marked as an additional tab. ODM reserves the right not to review submitted appendices which includes information or materials not required in the RFP. All pages beyond Tab 1 shall be sequentially numbered.

Vendors must organize their technical proposals in the following order:

Tab 1 Required Vendor Information and Certifications Document

Attachment A., Section I. --In this section, the vendor is required to provide required information and certifications of eligibility for state contract awards, as described in Attachment A., Section I. to this RFP, entitled “Required Vendor Information & Certifications Document.” Vendors may, at their discretion, either print Attachment A., Section I., complete and sign it, and return it as the content of their proposal Tab 1; or they may provide all the required information and certifications (each fully restated from Attachment A.) on their own letterhead, properly signed, and include that replication in their proposal Tab 1. Vendors who fail to provide all information and certifications as described in Attachment A., Section I. in their proposal Tab 1 risk disqualification.

Attachment A., Section II. -- Standard Affirmation and Disclosure Form Banning the Expenditure of Public Funds on Offshore Services. This form must be completed and signed by every vendor or applicant seeking to do business with ODM. This must be submitted as part of the response to any request for proposals, invitation to bid, request for grant applications, informal quotations, or other such competitive process. Failure by any vendor to complete, sign, and return the Standard Affirmation and Disclosure Form with its proposal will result in rejection of the proposal as being non-responsive and disqualified from further consideration.
The signed originals of the above referenced forms (RFP Attachment A., Sections I. and II.) are to be provided in the vendor’s original proposal; photocopies of the completed and signed forms must also be provided with each of the required copies.

In the event that the vendor proposes the use of any subcontractor(s), information on the subcontractor(s) and letters of commitment as required by Section 8.8, Minority Business Enterprise or 8.9, Subcontractor Identification and Participation Information should also be provided in Tab 1.

**Tab 2** Vendor Experience and Qualifications

**Sub-Tab 2a.** Mandatory Vendor Qualifications (Section 3.1, A through D)
The vendor must include information to demonstrate how the vendor meets the mandatory qualifications as described in Section 3.1, of this RFP.

**Sub-Tab 2b.** Organizational Experience and Capabilities (Section 3.2, A through D)
In this section, the vendor is to include their response to the organization experience and capabilities requirements (including any subcontractors) as described in Section 3.2, of this RFP.

**Sub-Tab 2c.** Staff Experience and Capabilities (Section 3.3, A through D)
In this section, the vendor is to include their response to the staff experience and capabilities requirements (including any subcontractors) as described in Section 3.3, of this RFP.

**Tab 3** Proposed Work Plan for the Scope of Work (Section 4.1, A through H)

**Sub-Tab 3a.** Activity A
**Sub-Tab 3b.** Activity B
**Sub-Tab 3c.** Activity C (etc.)

This section should describe in detail how the vendor proposes to successfully perform, at minimum, each activity of the Scope of Work identified in Sections 4.1, Proposed Work Plan for the Scope of Work. The responses must address each activity fully.

**Tab 4** Administrative Structures – Proposed Work Plan (Section 4.3, A through E)

**Sub-Tab 4a.** Item A
**Sub-Tab 4b.** Item B
**Sub-Tab 4c.** Item C (etc.)

This section should describe in detail (in the order as outlined) the vendor’s administrative structures as specified in Section 4.3, Administrative Structures of this RFP.

**Tab 5** Specifications of Deliverables (Section 4.4, A through D)
**Sub-Tab 5a.** Deliverable A  
**Sub-Tab 5b.** Deliverable B  
**Sub-Tab 5c.** Deliverable C (etc.)

This section should describe in detail how the vendor proposes to successfully achieve each of the deliverables specified in Section 4.4, Specifications of Deliverables, of this RFP. The responses must address each element separately. Vendors should place their responses for each deliverable identified in Section 4.4 behind separate sub-tabs as described above.

**Tab 6** (Optional - as needed) Vendor Attachments or Appendices *(for example, required excerpts/samples of work products described in RFP Section 3.2 may be presented here.)*

**B. Cost Proposal**

Three (one signed original and two copies) copies of the Cost Proposal must be submitted in a separate, sealed envelope, and labeled: **“DO NOT OPEN. COST PROPOSAL ENCLOSED FOR ACTUARIAL SERVICES FOR MEDICAID MANAGED CARE, RFP ODM15169001 SUBMITTED BY [VENDOR’S NAME].”**

This envelope/package must also contain the labeled cost proposal CD-ROM. The Proposal must include a statement that the prices quoted are firm.

Vendors are to complete the Cost Proposal Form, provided as Attachment D. to this RFP according to instructions, sign it, and submit it fully completed as the separate sealed cost proposal. The Cost Proposal Form requires interested vendors to price those services defined in Section 4.3 Specifications of Deliverables, and to offer to ODM its flat, all-inclusive fee. The price offered in the vendor’s cost proposal will be the price in effect throughout the contract period.

Vendors are to use the format in Attachment D., Cost Proposal Form, to submit their proposed fee for the entire project. At the vendor’s discretion, additional documentation may also be included with the completed Attachment D. as explanatory information, but when making the vendor selections and when executing the contract, ODM will consider only the dollar amount displayed on the Cost Proposal Form.

In calculating their total proposed fee, vendors must consider cost resulting from each deliverable listed in Section 4.4 of this RFP, as well as all program costs, primary and incidental, necessary to complete all program activities (whether explicitly identified by ODM in this RFP or not).

**C. IMPORTANT – DISQUALIFIERS FOR PROPOSAL ERRORS:**

- Any vendor’s technical proposal found to contain any prohibited cost information shall be disqualified from consideration. Prohibited 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 ODM 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 ODM 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 ODM. Failure to follow these instructions will result in disqualification.

- Any trade secret, proprietary, or confidential information (as defined in Section 8.5 of this RFP) found anywhere in a vendor's proposal shall result in immediate disqualification of that vendor's proposal.

- Any sensitive personal information on vendor or sub-contract staff (e.g., social security numbers, addresses) must be omitted from vendor proposals, or rendered fully unreadable, or ODM may, at its option, disqualify the vendor from any consideration.

SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

6.1 Scoring of Proposals

ODM will contract with a vendor that best demonstrates the ability to meet requirements as specified in this RFP. Vendors submitting a response will be evaluated based on the capacity and experience demonstrated in their technical and cost proposal. All qualifying proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from ODM, Managed Care Rate Setting and their designees. Vendors should not assume that the review team members are familiar with any current or past work activities with ODM. PRT members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and contractor selection process.

Selection of the vendor will be based upon the criteria described in this RFP. The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The review team may waive minor defects that are not material when the intent is not unreasonably obscured. In scoring the proposals, ODM will score in three phases:

A. Phase I. Review—Initial Qualifying Criteria:

In order to be fully reviewed and scored, proposals submitted must pass Phase I. Review as required in the Technical Proposal Score Sheet. Any “no” for the listed Phase I. criteria will eliminate a proposal from further consideration. Please refer to Attachment C., Technical Proposal Score Sheet for a complete listing of initial disqualifiers.
B. Phase II. Review—Criteria for Scoring the Technical Proposal:

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

Any proposal that does not meet the minimum required technical proposal score as defined in Attachment C. will be disqualified from any further consideration and not be considered for award of the contract, and its cost proposal will neither be opened nor considered. **Please refer to Attachment C., Technical Proposal Score Sheet for maximum and minimum allowable scoring thresholds and definitions of scoring values.**

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

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

The cost proposal will be reviewed by ODM. The grand total of each technically qualified vendor’s cost proposal is divided by that vendor’s final technical proposal score. This compares the cost with the quality of the technical proposal which will provide an average cost-per-quality point earned on the technical proposal.

ODM may, at its sole discretion, negotiate with all technically qualifying vendors for a revised cost proposal. Vendors may then submit one last and best offer, or may request that ODM view its original cost proposal as its last and best offer, or may formally withdraw from further consideration, and shall formally indicate its choice according to directions provided by ODM at that time. Upon receipt of all last and best offers, ODM will then consider those vendors’ revised cost proposals which are within the budget according to the process described in this section above, and in the Technical Proposal Score Sheet, Attachment C., for vendor selection purposes.

6.2 Review Process Caveats

ODM reserves the right to request clarifications from vendors to any information in their Technical and/or Cost proposals or related forms, and may request such clarification as it deems necessary at any point in the proposal review process. Any such requests for proposal clarification when initiated by ODM, and vendors’ verbal or written response to those requests, shall not be considered a violation of the communication prohibitions contained in Section 2.3 of this RFP. Such communications are expressly permitted when initiated by ODM, but are at the sole discretion of ODM.

Should ODM determine a need for interviewing vendors prior to making a final selection, responses to interview questions shall be scored in a manner similar to the process described in Section 6.1,
Scoring of Proposals, above. Such scored results may be either added to those vendors’ proposal scores, or will replace certain criteria scores, at the discretion of ODM. The standards for scoring the interviews and the method used for considering the results of the interviews shall be applied consistently for all vendors participating in the interview process for that RFP.

ODM reserves the right to negotiate with vendors for adjustments to their proposals should ODM determine, for any reason, to adjust the scope of the project for which this RFP is released. Such communications are not violations of any communications prohibition, and are expressly permitted when initiated by ODM, but are at the sole discretion of ODM.

6.3 Final Vendor Recommendation

The PRT will recommend to the Director of ODM (or the Director’s designee) the technically qualified vendor offering the proposal most advantageous to ODM, as determined by the processes and requirements established in this RFP.

6.4 Tie Breaker

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

SECTION VII. PROTEST PROCEDURE

7.1 Protests

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

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

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

B. A timely protest shall be considered by ODM, if it is received by OCP, within the following periods:
1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. the closing date for receipt of proposals, as specified in Section 2.1, Anticipated Procurement Timetable, of this RFP.

2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of the seventh (7th) business day after the issuance of formal letters sent to all responding vendors regarding ODM’s intent to make the award. The date on these ODM letters to responding vendors is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.

C. An untimely protest may be considered by ODM if ODM determines that the protest raises issues significant to ODM’s procurement system. An untimely protest is one received by OCP after the time periods set forth in Item B. of this section.

D. All protests must be filed at the following location:

Deputy Director, Office of Contracts and Procurement
Ohio Department of Medicaid
50 West Town Street
Columbus, Ohio 43215

E. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODM determines that a delay will severely disadvantage ODM. The vendor(s) who would have been awarded the contract shall be notified of the receipt of the protest.

F. OCP shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

7.2 Caveats

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

SECTION VIII. CONDITIONS AND OTHER REQUIREMENTS

Through this section of the RFP, ODM notifies vendors seeking award of a contract of certain conditions and requirements which may affect their eligibility or willingness to participate in any procurement (RFP, RLB, etc.) process; or their eligibility to be awarded a contract; and of requirements that would be in effect should they be awarded a contract.
8.1 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 percentage of the project completed. Vendors must complete a copy of the Required Vendor Information and Certifications Document (provided as Attachment A.) to report this information and include the completed document in the vendor’s proposal as specified in Section 5.2, A. of this RFP.

8.2 Interview

Vendors submitting proposals may be required to participate in an in-depth interview as part of the evaluation process. The interview, if necessary, may include participants from ODM and/or other state or county agency staff or other representatives it may appoint, as appropriate. ODM reserves the right to select from responding vendors for interviews and may not interview all vendors submitting proposals. The vendor shall bear all costs of any scheduled interview.

8.3 Start Work Date

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

8.4 Proposal Costs

Costs incurred in the preparation of this proposal are to be borne by the vendor, and ODM 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 ODM’s responsibility (see Section 8.2, above).

8.5 Trade Secrets Prohibition; Public Information Disclaimer

Vendors are prohibited from including any trade secret information, as defined in ORC section 1333.61, in their proposals in responses to any procurement efforts. ODM shall consider all proposals or similar responses voluntarily submitted to any ODM procurement document to be free of trade secrets, and such proposals if opened by ODM will, in their entirety, be made a part of the public record, and shall become the property of ODM.

Any proposal(s) received in response to any procurement effort and opened, reviewed by ODM are deemed to be public records pursuant to ORC section 149.43. For purposes of this section, the term “proposal” shall mean both the technical proposal (or application or other response documentation) and the cost proposal submitted by vendors/applicants and any attachments, addenda, appendices, or sample products.

**Any proposals submitted in response to any ODM procurement efforts which make claims of trade secret information shall be disqualified from consideration immediately upon the discovery of such unallowable claim.**
8.6 **Contractual Requirements**

A. Any contract resulting from the issuance of this RFP is subject to the terms and conditions as provided in the model contract, which is included as Attachment B. of this RFP;

B. Many of the terms and conditions contained in the model contract (See Attachment B.) are required by state and federal law; however, the vendor may propose changes to the model contract by annotating the model, and returning it with the vendor’s proposal submission. Any changes are subject to ODM review and approval;

C. Payments for any and all services provided pursuant to the contract are contingent upon the availability of state and federal funds;

D. All aspects of the contract apply equally to work performed by any and all subcontractors;

E. The contractor, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The contractor, and any subcontractor(s), agrees to be bound by the same standards of confidentiality that apply to the employees of ODM and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the contract, and may result in legal action;

F. As a condition of receiving a contract from ODM, the contractor, and any subcontractor(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to ORC sections 3119, 3121, 3123, and 3125. The contractor, and any subcontractor(s), must also agree to cooperate with ODM and any Ohio Child Support Enforcement Agency in ensuring that the contractor or employees of the contractor meet child support obligations established under state law;

G. By signing a contract with ODM, a vendor agrees that all necessary insurance is in effect; and

H. The selected contractor shall be required to comply with prevailing wage standards, as established in ORC sections 4115.03 to 4115.16.

8.7 **Travel Reimbursement**

Travel should be folded into the overhead, per diem, or the hourly rates which are built into the cost of the deliverables. Travel is not to be listed separately unless otherwise specified in Section 5.2, B., Cost Proposal, of this RFP.

8.8 **Subcontractor Identification and Participation Information**

Any vendors proposing to use a subcontractor for any part of the work described in this RFP must clearly identify the subcontractor(s) and their tasks in their proposals. The proposal must include a letter from the proposed subcontractor(s), signed by a person authorized to legally bind the subcontractor, indicating the following:
A. The subcontractor’s legal status, federal tax ID number, and principal business address;
B. The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
C. A complete description of the work the subcontractor will do;
D. A commitment to do the work, if the vendor is selected;
E. A statement that the subcontractor has read and understands the RFP, the nature of the work, and the requirements of the RFP.

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

8.9 Public Release of Evaluations and/or Reports

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

8.10 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.

8.11 Key Personnel

ODM will 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 ODM, and replacements will not be made without ODM approval.

8.12 Ethical & Conflict of Interest Requirements

A. No contractor or individual, company or organization seeking a contract shall promise or give to any ODM employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties;
B. No contractor or individual, company or organization seeking a contract shall solicit any ODM employee to violate any of the conduct requirements for employees;
C. Any contractor acting on behalf of ODM shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Any contractor or potential contractor who violates the requirements and prohibitions defined here or of ORC section 102.04 is subject to termination of the contract or refusal by ODM to enter into a contract; and
D. ODM employees and contractors who violate ORC sections 102.03, 102.04 2921.42 or 2921.43 may be prosecuted for criminal violations.
8.13 **Health Insurance Portability & Accessibility Act (HIPAA) Requirements**

As a condition of receiving a contract from ODM, the contractor, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and the implementing regulations found at 45 CFR 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 ODM 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 CFR 164.501 and any amendments thereto.

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

8.14 **Waiver of Minor Proposal Errors**

ODM may, at its sole discretion, waive minor errors or omissions in vendors’ technical and/or cost proposals or forms when those errors do not unreasonably obscure the meaning of the content.

8.15 **Proposal Clarifications**

ODM reserves the right to request clarifications from vendors of any information in their technical and/or cost proposals or forms, and may request such clarification as it deems necessary at any point in the proposal review process.

8.16 **Contractual Requirements**

Any contract resulting from the issuance of this solicitation is subject to the terms and conditions as provided in the model contract, which is provided as Attachment B. to this RFP. Potential vendors are strongly encouraged to read the model contract and to be fully aware of ODM’s contractual requirements.

8.17 **Unresolved Findings for Recovery (ORC 9.24)**

ORC section 9.24 prohibits ODM from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is “unresolved” at the time of award. By submitting a proposal, the vendor warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under ORC section 9.24 prior to the award of any contract arising out of this RFP, without notifying ODM of such finding. ODM will review the Auditor of State’s website prior to completion of evaluations of proposals submitted pursuant to this RFP. ODM will not evaluate a proposal from any vendor whose name, or the name of any of the subcontractors proposed by the vendor, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

8.18 **Mandatory Contract Performance Disclosure**

Each proposal must disclose whether the vendor’s performance, or the performance of any of the proposed subcontractor(s), under contracts for the provision of services that are the same or similar to those to be provided for the project which is the subject of this RFP has resulted in any “formal claims” for breach of those contracts. For purposes of this disclosure, “formal claims” means any claims for breach that have
been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. If any such claims are disclosed, vendor shall fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims in response to this section will not automatically disqualify a vendor from consideration, at the sole discretion of ODM, such claims and a review of the background details may result in a rejection of the vendor’s proposal. ODM will make this decision based on its determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the vendor’s performance of the work, and the best interests of ODM.

8.19 Mandatory Disclosures of Governmental Investigations

Each proposal must indicate whether the vendor and any of the proposed subcontractor(s) have been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to vendor’s performance of services similar to those described in this RFP. If any such instances are disclosed, vendor must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against vendor by the governmental agency. While disclosure of any governmental action in response to this section will not automatically disqualify a vendor from consideration, such governmental action and a review of the background details may result in a rejection of the vendor’s proposal at the sole discretion of ODM. The decision by ODM on this issue will be based on a determination of the seriousness of the matter, the matter’s potential impact on the vendor’s performance of the work, and the best interests of ODM.

8.20 Mandatory Disclosures of Work Location

Proposals must explicitly state the location(s) (city, county, state) where work described in this RFP would be performed, whether by the vendor or by any subcontractors.

8.21 Vendor Selection Restriction

Any vendor deemed not responsible, or submitting a proposal deemed not to be responsive to the terms of this RFP, shall not be awarded the resulting contract.

8.22 Prohibition Against Services Performed Outside the United States

All vendors seeking an award of an ODM contract must attest that no funds provided by ODM would be used to purchase services provided outside the United States or to contract with a subcontractor who will use the funds to purchase services provided outside the United States. This required attestation is identified as the “Location of Business Form” included in the “Required Vendor Information & Certifications Documents,” provided as Attachment A., Section II., to this RFP. The entire form must be printed, completed, and signed by the interested vendor’s authorized representative, and returned to ODM as a component of the vendor technical proposal. Failure to properly complete Attachment A. will result in the disqualification of the vendor’s proposal from consideration.
8.23 Proposal Submissions As Public Record

Vendors will be required to attest in Attachment A., Section I., Item #15 that no information included in their proposal submission is confidential and/or a trade secret (as defined in Sections 3.3, 5.2, C., and 8.5 of the RFP) and may be posted in its entirety on the Internet for public viewing, or otherwise publicly released. Following submission to ODM, all proposals submitted may become part of the public record. ODM reserves the right to disqualify any vendor whose proposal is found to contain such prohibited information. The vendor affirms that it shall be solely responsible for any and all information disclosed in the proposal submission and any or all information released by ODM in any public records requests.

8.24 Minority Business Enterprise Sub-Contracting Requirement

The State of Ohio is committed to making more State contracts and opportunities available to minority business enterprises (MBE) certified by the Ohio Department of Administrative Services pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. In order to fulfill this commitment, ODM has included a MBE subcontracting component requiring Contractor seek and set aside at least 15% of the cost of the work for qualified MBE businesses. In seeking MBE subcontractors, the Contractor must:

- Utilize a competitive process to which only Ohio certified MBEs may respond;
- Require the MBE to maintain their certification throughout the term of the Contract, including any renewals.

Contractor shall indicate on all invoices submitted to ODM the dollar amount attributed to the goods or services provided by the MBE subcontractors along with documentation of the MBE subcontractor’s activities. Contractor shall report its monetary payments to the MBE subcontractor under this Agreement monthly to the ODM Agreement Manager.

Contractor may apply for a modification or waiver of the 15% MBE subcontractor set-aside requirement, however, such modification or waiver request may be submitted no earlier than six (6) months from the contract award and no later than two (2) months of the completion of the contract, whichever is sooner. Contractor may apply in writing, on a form prescribed by ODM, for a waiver or modification of the MBE set-aside requirement from the ODM Agreement Manager. Contractor shall submit evidence acceptable to ODM demonstrating that the Contractor made a good faith effort to seek MBE subcontractors, in order to justify the granting of a waiver or modification. Within 30 days of receipt of the request, ODM will determine whether Contractor’s good faith efforts and submitted documentation justify the granting of a waiver or modification. If a waiver or modification is denied, Contractor will have an opportunity to attain the requirement before the completion of the work. If Contractor fails to attain the requirement, Contractor may be found in non-compliance with the terms of the contract.

SECTION IX. ATTACHMENTS AND THEIR USES

A. Required Vendor Information and Certifications (To be completed & included in proposal packet as specified in Sec. 5.2, A.)
B. ODM Model Contract (For vendor reference purposes)
C. Technical Proposal Score Sheet (For vendor self-evaluation purposes...do not submit)
D. Cost Proposal Form (*To be completed & included in cost proposal packet as specified in Sec. 5.2, B.*)

Thank you for your interest in this project.
Attachment A

Attachment A consists of 2 distinct and different sections. Both sections must be completed and included in Tab 1 of the proposal.

Section I – Required Vendor Information

Section II - Location of Business Form
REQUIRED VENDOR INFORMATION and CERTIFICATIONS

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

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

**IMPORTANT:** If the RFP/RLB specified a maximum page limit for vendor proposals/bids, the attachment of any required certifications, other documents, or additional pages needed to fully provide the information requested here will **NOT** be counted against that page limit.

**Vendors must provide all information**

<table>
<thead>
<tr>
<th>1. ODM RFP/RLB #:</th>
<th>2. Proposal Due Date:</th>
</tr>
</thead>
</table>

| 3. Vendor Name: (legal name of the vendor – person or organization – to whom contract/purchase payments would be made) |

| 3a. Vendor’s Ohio Administrative Knowledge System (OAKS) ID#: [Vendors may apply for an OAKS vendor ID# at: http://ohiosharedservices.ohio.gov/Vendors.aspx. The necessary forms to be completed and remitted to Ohio Shared Services are the Vendor Information Form (OMB-5657) and the IRS Form W-9. Completion and/or submission of these forms to Ohio Shared Services does not assume a vendor/applicant award of any ODM contract/grant.] |

<table>
<thead>
<tr>
<th>4. Vendor Corporate Address:</th>
<th>5. Vendor Remittance Address: (or “same” if same as Item # 5)</th>
</tr>
</thead>
</table>

| 6. Print or type information on the vendor representative/contact person **authorized to answer questions on the proposal/bid:** |

> **Vendor Representative NAME and TITLE:**  
> Address:  
> E-Mail Address:  
> Phone #:  
> Fax #:  

| 7. Print or type the name of the vendor representative **authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent** (if not the same individual as in #7, provide the following information on each such representative and specify their function): |

> **Vendor Representative NAME and TITLE:**  
> Address:  
> E-Mail Address:  
> Phone #:  
> Fax #:  

| 8. Is this vendor an Ohio certified MBE? Yes ☐ No ☐ If yes, attach a copy of current certification to proposal/bid. (IF ODM has specified the RFP/RLB/purchase document as an opportunity open exclusively to Ohio Certified MBEs, then failure to attach a copy of current certification **WILL RESULT IN DISQUALIFICATION.** |

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9. Mandatory Vendor Certifications:
ODM may not enter into contracts with/make purchases from any vendors who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Vendors responding to any ODM RFP/RLB or other purchase opportunity MUST certify that they are NOT INELIGIBLE by signing each of the three statements below. Failure to provide proper affirming signature on any of these statements will result in the disqualification of your proposal/bid.

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

AND

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

AND

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

10. Equal Employment Opportunity Information on the Vendor and any Subcontractor(s)

A. Provide vendor employee data both nationwide (including Ohio staff), and Ohio office employees separately:

<table>
<thead>
<tr>
<th>Nationwide</th>
<th>Ohio Offices</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Number of Employees:</td>
<td>_________</td>
</tr>
<tr>
<td>% of those who are Women:</td>
<td>_______</td>
</tr>
<tr>
<td>% of those who are Minorities:</td>
<td>_______</td>
</tr>
</tbody>
</table>

B. If you are the selected vendor, will you subcontract any part of the work?

☐ NO -or- ☐ YES, but for less than 50% of the work -or- ☐ YES, for 50% or more of the work

If yes, provide the following information on each subcontractor (additional pages may be added as needed):

Subcontractor Name: __________________________________________________________
Address: _________________________________________________________________
Work To Be Performed: _________________________________________________________
(a brief description) __________________________________________________________

Subcontractor’s Estimated Percentage of Total Project (in % of work, not % of dollars): _________

If 50% or more of the work will be subcontracted, then ALSO provide the following information on ALL proposed subcontractors:

<table>
<thead>
<tr>
<th>Nationwide</th>
<th>Ohio Offices</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Number of Employees:</td>
<td>_________</td>
</tr>
<tr>
<td>% of those who are Women:</td>
<td>_______</td>
</tr>
<tr>
<td>% of those who are Minorities:</td>
<td>_______</td>
</tr>
</tbody>
</table>

C. Identify all state contracts which the vendor has had approved by the Controlling Board since the beginning of the last fiscal year (i.e., since July 01, 2011) through this fiscal year to date. Also include contracts approved for ODM or institutions of higher education:
Total number of contracts: _____

For each state contract, list the state agency and provide the following information:

<table>
<thead>
<tr>
<th>State Agency/Educational Institution:</th>
<th>Contract Dollar Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>______________________________________</td>
<td>________________________</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>State Agency/Educational Institution:</th>
<th>Contract Dollar Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________________________</td>
<td>________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State Agency/Educational Institution:</th>
<th>Contract Dollar Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________________________</td>
<td>________________________</td>
</tr>
</tbody>
</table>

Attach additional pages if needed

11. Vendor and Grantee Ethics Certification

As a vendor or grantee doing business with* or receiving grants from the State of Ohio, I certify on behalf of ___________________________ (name of vendor or grantee):

(1) I have reviewed and understand Ohio ethics and conflict of interests laws, as found in Chapter 102. and Sections 2921.42 and 2921.43 of the Ohio Revised Code.
(2) I acknowledge that failure to comply with this certification, is, by itself, grounds for termination of this contract or grant with the State of Ohio.

_________________________    ___________________________
Signature of authorized agent                        Date

*“Doing business with” includes all contracts for goods and services, excluding purchases made using the State of Ohio’s Payment Card Program that cost less than $1,000.

12. I have read the ODM Model Contract attached to the RFP/RLB, and if awarded a contract, I will not ____ (or) I will ____ request changes to the standard language, and have marked the requested changes and returned the model document with this proposal for consideration by ODM. (If so, ODM will review those requested changes if you are the selected vendor. All requested changes to model contract language are subject to ODM approval.) (NOTE: Item 13 is not applicable and not required when the subject ODM procurement opportunity is offered only to State Term Schedule Vendors.)

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

14. Location of Business Declaration: Vendors responding to any ODM RFP/RLB/RFGA (etc.) must certify that no public funds shall be spent on services provided/performed offshore by completing, signing, and returning the “Location of Business Form,” which is the final section of this attachment. FAILURE TO PROPERLY COMPLETE, SIGN AND RETURN THIS FORM, INCLUDING THE “LOCATION OF BUSINESS FORM,” WILL RESULT IN DISQUALIFICATION OF THE VENDOR FROM CONSIDERATION FOR AWARD OF AN ODM CONTRACT.

15. I ____________________________, (vendor representative in Item # 7) hereby attest that I understand that any and all information included in this proposal is not confidential and/or trade secret information (as defined in Sections 3.3, 5.2, D., 8.5, and 8.25 of the RFP or where found in an RLB document) and that the proposal submission may be posted in its entirety on the Internet for public viewing. Following submission to ODM, all proposals submitted may become part of the public record. ODM reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information. The vendor affirms that they shall be solely responsible for any and all information disclosed in the proposal submission and any or all information released by ODM in a public records request(s).
Pursuant to Governor’s Executive Order 2011-12K (www.governor.ohio.gov), no public funds shall be spent on services provided offshore. This form serves as a certification of compliance with this policy and required disclosures. Please answer the following questions about the project or service you are seeking to perform for or the funding for which you are applying from the Ohio Department of Job and Family Services:

1. **Principal location of business of Contractor:**

   (Address)  (City, State, Zip)

   Name/Principal location of business of subcontractor(s):

   (Name)  (Address, City, State, Zip)

   (Name)  (Address, City, State, Zip)

2. **Location where services will be performed by Contractor:**

   (Address)  (City, State, Zip)

   Name/Location where services will be performed by subcontractor(s):

   (Name)  (Address, City, State, Zip)

   (Name)  (Address, City, State, Zip)

3. **Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:**

   (Address)  (Address, City, State, Zip)

   Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

   (Name)  (Address, City, State, Zip)

   (Name)  (Address, City, State, Zip)
4. Location where services to be performed will be changed or shifted by Contractor:

_______________________________________  _______________________________________
(Address)                             (Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

_______________________________________  _______________________________________
(Name)                             (Address, City, State, Zip)

_______________________________________  _______________________________________
(Name)                             (Address, City, State, Zip)

_______________________________________  _______________________________________
(Name)                             (Address, City, State, Zip)

By signing below, I hereby certify and affirm that I have reviewed, understand, and will abide by the Governor’s Executive Order 2011-12K. I attest that no funds provided by ODM for this project or any other agreement will be used to purchase services provided outside the United States or to contract with a subcontractor who will use the funds to purchase services provided outside the United States. I will promptly notify ODM if there is a change in the location where any of the services relating to this project will be performed. If I am signing this on behalf of a company, business, or organization, I hereby acknowledge that I have the authority to make this certification on behalf of that entity.

______________________________________           ______________________________________
Signature       Date

______________________________________   ______________________________________
Entity Name       Address (Principal place of business)

______________________________________
Printed name of individual authorized to sign on behalf of entity

City, State, Zip
This Contract is entered into between the Ohio Department of Medicaid (ODM) and Vendor Name (CONTRACTOR).

A. ODM issued a Request for Proposal (RFP) titled ____________________, numbered _____________, and dated ______________, which is hereby incorporated by reference.

B. The ODM proposal review team recommended for award the Proposal submitted by CONTRACTOR on [DATE] which is hereby incorporated by reference.

C. In the event of any inconsistency or ambiguity between the provisions of the RFP, the Proposal, or this Contract, the provisions of this Contract will determine the obligations of the parties. In the event that this Contract fails to clarify any inconsistency or ambiguity between the RFP and the Proposal, the RFP will determine the obligations of the parties. In the event of a disputed issue that is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve this dispute in keeping with the objectives of this Contract and the budgetary and statutory constraints of ODM.

ARTICLE I. PURPOSE; DELIVERABLES

A. INSERT LEGAL AUTHORITY IF AVAILABLE. CONTRACTOR will perform its responsibilities under this Contract in accordance with the RFP and the Proposal. The responsibilities (Deliverables) are summarized as follows:

INSERT DELIVERABLES

B. The ODM Contract Manager is ODM Contract Manager.

C. The ODM Contract Manager may periodically communicate specific requests and instructions to CONTRACTOR concerning the performance of the Deliverables described in this Contract. CONTRACTOR agrees to comply with any requests or instructions to the satisfaction of ODM within ten business days after CONTRACTOR’s receipt of the requests or instructions. ODM and CONTRACTOR expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Deliverables described in this Contract, and are not intended to amend or alter this Contract in any way. If CONTRACTOR believes that any requests or instructions would materially alter the terms and conditions of this Contract or the compensation stated hereunder, CONTRACTOR will immediately notify ODM pursuant to the notice provision of this Contract. CONTRACTOR agrees to consult with the ODM Contract Manager as necessary to ensure understanding of the Deliverables and the successful completion thereof.

D. Ownership of Deliverables.

1. All Deliverables provided by CONTRACTOR under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of ODM, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. CONTRACTOR will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for ODM and CONTRACTOR to use such copyrighted matter in the manner provided herein. CONTRACTOR agrees that all Deliverables will be made freely available to the public unless ODM determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure. IF THIS SECTION IS MODIFIED ALSO MODIFY ART. VI(A)
2. All Deliverables provided or produced pursuant to this Contract will be considered “works made for hire” within the meaning of copyright laws of the United States and the State of Ohio. ODM is and will be deemed sole author of the Deliverables and sole owner of all rights therein. If any portion of the Deliverables is deemed not a “work made for hire,” or if there are any rights in the Deliverables not conveyed to ODM, CONTRACTOR agrees to, and by executing this Contract does, assign ODM all worldwide rights, title, and interest in and to the Deliverables. ODM acknowledges that its sole ownership of the Deliverables under this Contract does not affect CONTRACTOR’s right to use general concepts, algorithms, programming techniques, methodologies, or technology that CONTRACTOR developed prior to or as a result of this Contract or that are generally known and available.

3. CONTRACTOR understands that it must submit a written request to ODM and receive express written permission from ODM to include any of its own pre-existing, proprietary materials in any of the Deliverables under this Contract. ODM’s approval of the inclusion of pre-existing, proprietary materials is predicated on CONTRACTOR granting to ODM and the State of Ohio a worldwide, non-exclusive, perpetual, royalty-free license to use, modify, sell, and otherwise distribute all such materials that are included in the Deliverables under this Contract. Upon request by CONTRACTOR, ODM will incorporate into any future copies of the Deliverables under this Contract any proprietary notice(s) CONTRACTOR may reasonably require for any pre-existing, proprietary materials included in the Deliverables of this Contract. Any proprietary notices will be the minimum required by law so as not to be seen as an endorsement by ODM of or advertisement for CONTRACTOR.

ARTICLE II. EFFECTIVE DATE OF THE CONTRACT

A. This Contract is in effect from Start Date or upon issuance of an approved State of Ohio purchase order, whichever is later, through End Date, unless this Contract is suspended or terminated prior to the expiration date. This Contract may be renewed through June 30, 2017, upon satisfactory completion of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODM. ODM will issue a notice to CONTRACTOR if ODM decides to renew this Contract. CONTRACTOR will not obligate resources in anticipation of a renewal until notice is provided.

B. It is expressly understood by both ODM and CONTRACTOR that this Contract will not be valid and enforceable until the Director of the Ohio Office of Budget and Management, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. The ODM Contract Manager will notify CONTRACTOR when this certification is given.

ARTICLE III. COMPENSATION

A. The total amount payable under this Contract is TOTAL AMT Dollars ($TOTAL). ODM will pay an amount up to SFY1 AMT Dollars ($SFY1) for State Fiscal Year SFY1 and up to SFY2 AMT Dollars ($SFY2) for State Fiscal Year SFY2 expressly for the completion of the Deliverables. CONTRACTOR understands that the terms of this Contract do not provide for compensation in excess of the total amount listed in this section. CONTRACTOR hereby waives the interest provisions of ORC 126.30.

It is further agreed that reimbursement of travel expenditures shall not exceed [SFY1 Travel Dollar Amount] Dollars ($SFY1 Travel) for SFY [SFY1] and [SFY2 Travel Dollar Amount] Dollars ($SFY2) for SFY [SFY2], which amounts are included in the total compensation figures above. Expense reimbursement authorized by this section is limited to actual and necessary expenses subject to the limits as established pursuant to ORC 126.31, which are set forth in OAC 126-1-02, as well as any other laws, regulations, or Governor’s Executive Orders limiting travel expenses. CONTRACTOR expressly agrees not to submit claims for expenses which do not meet the requirements of this section and further agrees to submit all claims to the ODM Contract Manager for approval prior to submitting a claim for reimbursement.

B. Compensation will be paid pursuant to CONTRACTOR’s accepted budget [or cost proposal] as incorporated below [or as attached].
C. CONTRACTOR will submit detailed invoices on a ________________ basis to one of the following with a copy to the Contract Manager:

E-Mail: invoices@ohio.gov (the preferred file type for email attachments is .pdf.).

Mail: Ohio Shared Services
      P.O. Box 182880
      Columbus, Ohio 43218-2880

Fax: 614.485.1039

CONTRACTOR agrees to use an invoice instrument to be prescribed by ODM and will include in each invoice:

1. CONTRACTOR's name, complete address, and federal tax identification number;
2. Contract number and dates;
3. Purchase order number;
4. Amount and purpose of the invoice, 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; and
5. Description of Deliverables performed during the billing period.

D. CONTRACTOR expressly understands that ODM will not compensate CONTRACTOR for any work performed prior to CONTRACTOR's receipt of notice from the ODM Contract Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date of this Contract.

E. CONTRACTOR expressly understands that ODM does not have the ability to compensate CONTRACTOR for invoices submitted after the State of Ohio purchase order has been closed. CONTRACTOR must submit final invoices for payment no later than 90 calendar days after the ending date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.

F. CONTRACTOR understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODM for the payments due under this Contract, this Contract will be terminated as of the date funding expires without further obligation of ODM or the State of Ohio.

G. CONTRACTOR and ODM understand that the terms of this Contract, when combined with any other payments made to or open encumbrances with CONTRACTOR during the same State Biennium, cannot establish compensation in excess of Fifty Thousand and 00/100 Dollars ($50,000.00) aggregate without prior approval from the State Controlling Board in accordance with ORC 127.16.

ARTICLE IV. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

A. This Contract will automatically terminate upon expiration of the time period in ARTICLE II, or upon completion of all Deliverables, or once all of the compensation has been paid.

B. Notwithstanding other provisions in this Article, either party may terminate this Contract at will by giving 90 calendar days written notice to the other party. Upon 30 calendar days written notice to CONTRACTOR, ODM may suspend this Contract at ODM's sole discretion.

C. Notwithstanding the provision of Section A, above, ODM may suspend or terminate this Contract immediately upon delivery of a written notice to CONTRACTOR if:
1. ODM loses funding as described in ARTICLE III;
2. ODM discovers any illegal conduct by CONTRACTOR; or
3. CONTRACTOR has violated any provision of ARTICLE IX.

D. Unless provided for in Sections A, B and C of this ARTICLE, CONTRACTOR will have 30 calendar days within which to cure any breach that is curable after receipt of written notice from ODM that CONTRACTOR is in breach of any of its obligations under this Contract. If CONTRACTOR fails to cure the breach within the 30 calendar days after written notice or if the breach is not curable, ODM may immediately suspend or terminate this Contract. ODM may also suspend or terminate this Contract when breaches are persistent, regardless of whether they are cured within 30 calendar days. For purposes of this Section, "persistent" means that ODM has notified CONTRACTOR three times in writing of 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, ODM may suspend or terminate this Contract without a cure period if CONTRACTOR again fails to meet any contractual obligation. At the sole discretion of ODM, certain instances of breach may require a shorter cure period than the 30 calendar days generally applicable in this Section. In such instances, ODM will include in its notice of breach the shorter cure period deemed appropriate.

E. CONTRACTOR, upon receiving notice of suspension or termination, will:

1. Cease performance of the suspended or terminated Deliverables;
2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Deliverables;
3. Prepare and furnish a report to ODM, as of the date the notice of termination or suspension was received, that describes the status of all Deliverables and includes the results accomplished and the conclusions reached through Deliverables;
4. Return all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODM, and copies of all materials produced under or pertaining to this Contract; and
5. Perform any other tasks ODM requires.

F. In the event of suspension or termination under this Article, ODM will, upon receipt of a proper invoice from CONTRACTOR, determine the amount of any unpaid Contract funds due to CONTRACTOR for Deliverables performed before CONTRACTOR received notice of termination or suspension. In order to determine the amount due to CONTRACTOR, ODM will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODM. ODM will not be liable for any further claims submitted by CONTRACTOR.

G. If ODM terminates this Contract for any reason provided in this Article, except for termination at will pursuant to Section B or termination for loss of funding pursuant to Section C, ODM will be entitled to utilize another contractor to complete the Deliverables of this Contract on any commercially reasonable terms as ODM and the covering contractor may agree. In this event, CONTRACTOR will be liable to ODM 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 ODM would have incurred under this Contract. CONTRACTOR’s liability under this Section is in addition to any other remedies available to ODM pursuant to this Contract.

H. Upon CONTRACTOR’s breach or default of provisions, obligations, or duties embodied in this Contract or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODM reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODM of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODM or CONTRACTOR fails to perform any obligation
under this Contract and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODM will not be effective unless it is in writing signed by the ODM Director.

ARTICLE V. NOTICES

A. ODM and CONTRACTOR agree that communication regarding Deliverables, scope of work, invoice or billing questions, or other routine instructions will be between CONTRACTOR and the identified ODM Contract Manager.

B. Notices to ODM from CONTRACTOR that concern changes to CONTRACTOR’s principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE IX, and/or any other formal notice regarding this Contract will be sent to the ODM Chief Legal Counsel, Office of Chief Legal, 50 W. Town Street, 4th Floor, Columbus, Ohio 43215.

C. Notices to CONTRACTOR from ODM concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Contract will be sent to CONTRACTOR’s representative at the address appearing on the signature page of this Contract.

D. All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION

CONTRACTOR agrees that all records, documents, writings, and other information, created or used pursuant to this Contract will be treated according to the following terms, and that the terms will be included in any subcontracts executed for the performance of the Deliverables under this Contract:

A. CONTRACTOR agrees that any media produced pursuant to this Contract or acquired with Contract funds will become the property of ODM. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODM will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODM deems appropriate. CONTRACTOR further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Contract. CONTRACTOR understands that all materials and items produced under this Contract will be made freely available to the public unless ODM determines that certain materials are confidential under federal or state law.

B. All ODM information that is classified as public or private under Ohio law will be treated as such by CONTRACTOR. Should the nature of any information be in question, ODM will determine whether the information is public or private. CONTRACTOR will restrict the use of any information, systems, or records ODM provides to the specific Deliverables of this Contract. CONTRACTOR and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODM and the State of Ohio. CONTRACTOR agrees that the terms of this section will be included in any subcontract executed by CONTRACTOR for work under this Contract.

C. CONTRACTOR information that is proprietary and has been specifically identified by CONTRACTOR as proprietary will be held as confidential by ODM. Proprietary information is information that would put CONTRACTOR at a competitive disadvantage in CONTRACTOR’s market place and trade if it were made public. ODM reserves the right to require reasonable evidence of CONTRACTOR’s assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. CONTRACTOR must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.

D. For audit purposes only, all records relating to cost, work performed, supporting documentation for invoices submitted to ODM, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR and will be made available for audit by state and federal government entities that include but are not limited to, ODM, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a
minimum of three years after CONTRACTOR receives the last payment pursuant to this Contract. If an audit or similar action is initiated during this time period, CONTRACTOR will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period, unless otherwise directed below in ARTICLE VII, Section E. If applicable, CONTRACTOR must meet the requirements of the federal Office of Management and Budget (OMB) Circulars A-110, A-122, and A-133. CONTRACTOR acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Contract are presumptively deemed public records.

E. All records relating to cost, work performed, supporting documentation for invoices submitted to ODM, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Contract is [INSERT RECORDS SCHEDULE], [STATE SCHEDULE NUMBER AND TIME PERIOD]. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, CONTRACTOR agrees to pay all costs associated with any cause, action or litigation arising from such destruction.

F. CONTRACTOR agrees to retain all records in accordance to any litigation holds that are provided to them by ODM, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require CONTRACTOR to keep the records longer than the approved records retention schedule. CONTRACTOR will be notified by ODM when the litigation hold ends and retention can resume based on the approved records retention schedule. If CONTRACTOR fails to retain the pertinent records after receiving a litigation hold from ODM, CONTRACTOR agrees to pay all costs associated with any cause, action or litigation arising from such destruction.

G. CONTRACTOR hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (USC) and the implementing regulations found at Title 45, Parts 164.502(e) and 164.504(e) of the Code of Federal Regulations (CFR) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). CONTRACTOR further agrees to include the terms of this section in any subcontracts that may be executed pursuant to this Contract.

ARTICLE VII. AMENDMENT AND ASSIGNMENT

A. This writing constitutes the entire agreement between ODM and CONTRACTOR with respect to all matters herein. Only a writing signed by both parties may amend this Contract. However, ODM and CONTRACTOR agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Contract without the necessity for executing written amendments. Any written amendment to this Contract will be prospective in nature.

B. CONTRACTOR agrees not to assign any interest in this Contract nor transfer any interest in the Contract without the prior written approval of ODM. CONTRACTOR will submit any requests for approval of assignments and transfers to the ODM Contract Manager at least ten business days prior to the desired effective date. CONTRACTOR understands that any assignments and transfers will be subject to any conditions ODM deems necessary and that no approval by ODM will be deemed to provide for any ODM obligation that exceeds the Contract amount specified in ARTICLE III of this Contract.

ARTICLE VIII. BUSINESS ASSOCIATE REQUIREMENTS UNDER HIPAA

A. The definitions contained in this section are derived from federal law. Should there be any conflict between the meanings assigned in this Agreement 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 will prevail.

1. General Definitions. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use.
2. **Specific Definitions.**

   a. HIPAA means the Health Insurance Portability and Accountability Act of 1996, the American Recovery and Reinvestment Act of 2009 (ARRA) and any other applicable federal statute or regulation.


   c. Covered Entity means a health plan, a health care clearinghouse, or health care provider under 45 CFR 160.103.

   d. Business Associate means a person or entity that, on behalf of the Covered Entity, maintains, performs, or assists in the performance of a function or activity that involves the use or disclosure of “Protected Health Information” under 45 CFR 160.103.

   e. Protected Health Information (PHI) means individually identifiable information including but not limited to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined under 45 CFR 164.501 and any amendments thereto, received or sent on behalf of the Department.

B. CONTRACTOR acknowledges that ODM is a Covered Entity under HIPAA. CONTRACTOR further acknowledges that it is a Business Associate of ODM, and, in carrying out the work described in this Agreement, agrees to comply with all of the following provisions:

1. **Permitted Uses and Disclosures.** CONTRACTOR will not use or disclose PHI except as provided in this Agreement or as otherwise required under HIPAA regulations or other applicable law.

2. **Safeguards.** CONTRACTOR will implement sufficient safeguards, and comply with Subpart C of 45 CFR Part 164 pertaining to electronic PHI to prevent the use or disclosure of PHI other than as provided for under this Agreement. Safeguards will be implemented for all paper and electronic PHI created, received, maintained, or transmitted on behalf of ODM.

3. **Reporting of Disclosures.** CONTRACTOR agrees to promptly report to ODM any inappropriate use or disclosure of PHI that is not in accordance with this Agreement or applicable law, including breaches of unsecured protected health information as required at 45 CFR 164.410 and any security incident the CONTRACTOR has knowledge of or reasonably should have knowledge of under the circumstances.

4. **Mitigation Procedures.** CONTRACTOR agrees to coordinate with ODM to determine specific actions that will be required of the Business Associates for mitigation, to the extent practical, of the breach. These actions will include notification to the appropriate individuals, entities, or other authorities. Notification or communication to any media outlet must be approved, in writing, by ODM prior to any such communication being released. CONTRACTOR will report all of its mitigation activity to ODM and shall preserve all relevant records and evidence.

5. **Incidental Costs.** CONTRACTOR shall bear the sole expense of all costs to mitigate any harmful effect, of any breaches or security incidents of which CONTRACTOR has knowledge which are directly caused by the use or disclosure of protected health information by CONTRACTOR in violation of the terms of this Agreement. These costs will include, but are not limited to, the cost of investigation, remediation and assistance to the affected individuals, entities or other authorities.

6. **Agents and Subcontractors.** CONTRACTOR, in compliance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) as applicable, will ensure that all its agents and subcontractors that create, receive, maintain, or transmit PHI from or on behalf of CONTRACTOR and/or ODM agree to have, in a written agreement, the same restrictions, conditions, and requirements that apply to CONTRACTOR with respect to the use or disclosure of PHI.
7. **Accessibility of Information.** CONTRACTOR will make available to ODM such information as ODM may require to fulfill its obligations to provide access to, provide a copy of any information or documents 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 CFR 164.524 and 164.528 and any amendments thereto.

8. **Amendment of Information.** CONTRACTOR shall make any amendment(s) to PHI as directed by, or agreed to, by ODM pursuant to 45 CFR 164.526, or take other steps as necessary to satisfy ODM's obligations under 45 CFR 164.526. In the event that CONTRACTOR receives a request for amendment directly from the individual, agent, or subcontractor CONTRACTOR will notify ODM prior to making any such amendment(s). CONTRACTOR's authority to amend information is explicitly limited to information created by CONTRACTOR.

9. **Accounting for Disclosure.** CONTRACTOR shall maintain and make available to ODM or individuals requesting the information as appropriate, records of all disclosures of PHI in a Designated Record Set as necessary to satisfy ODM's obligations under 45 CFR 164.528. For every disclosure the record will include, at a minimum, the name of the individual who is the subject of the disclosure, the date of the disclosure, reason for the disclosure if any, and the name and address of the recipient to which the protected health information was disclosed.

10. **Obligations of Department.** When CONTRACTOR is to carry out an obligation of ODM under Subpart E of 45 CFR 164, CONTRACTOR agrees to comply with all applicable requirements of Subpart E that would apply to ODM in the performance of such obligation.

11. **Access to Books and Records.** CONTRACTOR shall make available to ODM 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 ODM, or created or received on behalf of ODM. Such access is for the purposes of determining compliance with the HIPAA Rules.

12. **Material Breach.** In the event of material breach of CONTRACTOR’s obligations under this Article, ODM may immediately terminate this Agreement as set forth in ARTICLE VI, Section B. Termination of this Agreement will not affect any provision of this Agreement, which, by its wording or its nature, is intended to remain effective and to continue to operate after termination.

13. **Return or Destruction of Information.** Upon termination of this Agreement and at the request of ODM, CONTRACTOR will return to ODM or destroy all PHI in CONTRACTOR's possession stemming from this Agreement as soon as possible but no later than 90 days, and will not keep copies of the PHI except as may be requested by ODM or required by law, or as otherwise allowed for under this Agreement. If CONTRACTOR, its agent(s), or subcontractor(s) destroy any PHI, then CONTRACTOR will provide to ODM documentation evidencing such destruction. Any PHI retained by CONTRACTOR will continue to be extended the same protections set forth in this Section, HIPAA regulations and this Agreement for as long as it is maintained.

14. **Survival.** These provisions shall survive the termination of this Agreement.

**ARTICLE IX. CONTRACTOR CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS**

By accepting this Contract and by executing this Contract, CONTRACTOR hereby affirms current and continued compliance with each condition listed in this ARTICLE. CONTRACTOR's certification of compliance with each of these conditions is considered a material representation of fact upon which ODM relied in entering into this Contract:

A. If at any time, CONTRACTOR is not in compliance with the conditions affirmed in this Section, ODM will consider this Contract *void ab initio* and will deliver written notice to CONTRACTOR. Any funds the State of Ohio paid CONTRACTOR for work performed before CONTRACTOR received notice that the Contract is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
1. **Federal Debarment Requirements.** CONTRACTOR affirms that neither CONTRACTOR nor any of its principals or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. CONTRACTOR also affirms that within three years preceding this Contract neither CONTRACTOR nor any of its principals:

   a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or

   b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.

2. **Qualifications to Conduct Business.** CONTRACTOR affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Contract period CONTRACTOR, for any reason, becomes disqualified from conducting business in the State of Ohio, CONTRACTOR will immediately notify ODM in writing and will immediately cease performance of all Deliverables.

3. **Unfair Labor Practices.** CONTRACTOR affirms that neither CONTRACTOR nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify CONTRACTOR as having more than one unfair labor practice contempt of court finding.

4. **Finding for Recovery.** CONTRACTOR affirms that neither CONTRACTOR nor its principals or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.

B. If at any time CONTRACTOR is not in compliance with the conditions affirmed in this Section, ODM may immediately suspend or terminate this Contract and will deliver written notice to CONTRACTOR. CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time CONTRACTOR was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.

1. **Americans with Disabilities.** CONTRACTOR, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

2. **Fair Labor Standards and Employment Practices.**

   a. CONTRACTOR certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.

   b. In carrying out this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.

   c. CONTRACTOR agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
d. CONTRACTOR will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.

3. Ethics and Conflicts of Interest Laws.
   a. CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio’s ethics and conflict of interest laws. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
   b. CONTRACTOR certifies, by executing this Contract, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one or more personal monetary contributions in excess of One Thousand and 00/100 Dollars ($1,000.00) to the current Governor or to the Governor’s campaign committee when he was a candidate for office within the previous two calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
   c. CONTRACTOR agrees to refrain from promising or giving to any ODM employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. CONTRACTOR further agrees that it will not solicit any ODM employee to violate ORC 102.03, 2921.42, or 2921.43.
   d. CONTRACTOR agrees that CONTRACTOR, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of CONTRACTOR’s functions and responsibilities under this Contract. If CONTRACTOR, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, CONTRACTOR agrees it will immediately disclose the interest in writing to the ODM Chief Legal Counsel at 50 West Town Street, Columbus, Ohio 43215-3414. CONTRACTOR further agrees that the person with the conflicting interest will not participate in any Deliverables until ODM determines that participation would not be contrary to public interest.

4. Lobbying Restrictions.
   a. CONTRACTOR affirms that no federal funds paid to CONTRACTOR by ODM through this Contract or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. CONTRACTOR further affirms compliance with all federal lobbying restrictions, including 31 USC 1352. If this Contract exceeds One Hundred Thousand and 00/100 Dollars ($100,000.00), CONTRACTOR affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
   b. CONTRACTOR certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

5. Child Support Enforcement. CONTRACTOR agrees to cooperate with ODM and any child support enforcement agency in ensuring that CONTRACTOR and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.

6. Pro-Child Act. If any Deliverables call for services to minors, CONTRACTOR agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
7. **Drug-Free Workplace.** 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, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. CONTRACTOR will make a good faith effort to ensure that none of CONTRACTOR's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

8. **Work Programs.** 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 ORC Chapter 5101 or 5107.

9. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, CONTRACTOR agrees to purchase goods and services under this Contract from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. Likewise, CONTRACTOR agrees to require any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors whenever possible.

[9. **MBE/EDGE.** Pursuant to ORC 125.081, ODM is required to set aside opportunities for Minority Business Enterprise (MBE) vendors. In furtherance of this requirement, CONTRACTOR agrees to purchase at least _____% of goods and services under this Contract from Ohio certified MBE vendors as a set aside opportunity for MBE vendors. CONTRACTOR will provide monthly reports to ODM and to the Ohio Department of Administrative Services verifying expenditures to MBE vendors.]

10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**

    a. CONTRACTOR certifies that by executing this Contract, it has reviewed, understands, and will abide by the Governor's Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.

    b. Prior to performing any services, and when there is a change in the location of any services provided under this Contract, CONTRACTOR must disclose:

        (1) The location(s) where all services will be performed by CONTRACTOR or any subcontractor;

        (2) The location(s) where any state data associated with any of the services through this Contract will be accessed, tested, maintained, backed-up, or stored; and

        (3) The principal location of business for the contractor and all subcontractors.

    c. CONTRACTOR also affirms, understands, and agrees to immediately notify ODM of any change or shift in the location(s) of services performed by CONTRACTOR or its subcontractors under this Contract, and no services shall be changed or shifted to a location outside of the United States.

    d. **Termination, Sanction, Damages:** ODM is not obligated and shall not pay for any services provided under this Contract that CONTRACTOR or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Contract, and CONTRACTOR shall immediately return to ODM all funds paid for those services.

        In addition, if CONTRACTOR or any of its subcontractors perform any such services outside of the United States, ODM may, at any time after the breach, terminate this Contract for such breach, upon written notice to CONTRACTOR. If ODM terminates the Contract, ODM may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.
11. **Certification of Compliance.** CONTRACTOR certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

**ARTICLE X. MISCELLANEOUS PROVISIONS**

A. **Independent Contractor.** CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between ODM and CONTRACTOR. CONTRACTOR further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Contract. 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. CONTRACTOR acknowledges and agrees any individual providing personal services under this Contract is not a public employee for the purposes of Chapter 145 of the Revised Code. Pursuant to ORC 145.038, ODM is required to provide individuals and business entities with fewer than five employees the Independent Contractor Acknowledgment (Form PEDACKN), please see Attachment A. This form requires CONTRACTOR to acknowledge that ODM has notified CONTRACTOR that he or she has not been classified as a public employee and no OPERS contributions will be made on his or her behalf for these services. If CONTRACTOR is a business entity with fewer than five employees, please have each employee complete the PEDACKN form, the first two pages of Attachment A. If CONTRACTOR is not an individual or a business entity with fewer than five employees, please complete page 3 of Attachment A.

B. **Limitation of Liability.** To the extent allowable by law, CONTRACTOR agrees to defend, indemnify and hold ODM, its officials, employees and agents harmless from and against any and all liability, loss and expense (including reasonable attorneys’ fees) or claims for personal injury, property damage, patent and copyright infringement, or for any liability or claims under Article VIII above (“Business Associate Requirements Under HIPAA”), and/or any other type of claim that arises from the performance of the Deliverables under this Agreement. CONTRACTOR’s sole and exclusive remedy for any ODM failure to perform under this Contract will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE. In no event will ODM be liable for any indirect or consequential damages, including loss of profits, even if ODM knew or should have known of the possibility of such damages. To the extent that ODM is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio. Subject to ORC 109.02, CONTRACTOR agrees to defend ODM against any such claims or legal actions if called upon by ODM to do so.

C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, CONTRACTOR agrees to defend any suit or proceeding brought against ODM, any official or employee of ODM 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. ODM will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODM may participate in the defense of any such action. CONTRACTOR agrees to pay all damages and costs awarded against ODM, any official or employee of ODM 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 ODM 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. **Liens.** CONTRACTOR will not permit any lien or claim to be filed or prosecuted against ODM or the State of Ohio because of any labor, services, or materials furnished. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to CONTRACTOR in connection with this Contract, ODM or the State of Ohio may, but is not obligated to, pay those claims and
charge the amount of payment against the funds due or to become due to CONTRACTOR under this Contract.

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

F. **Counterpart.** This Contract may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

**ARTICLE XI. CONSTRUCTION**

This Contract will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Contract be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Contract will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Contract impossible.

Signature Page Follows:

Remainder of page intentionally left blank

Vendor Name

Ohio Department of Medicaid

Authorized Signature (Blue Ink Please)

John B. McCarthy, Director

Printed Name

Date

50 West Town Street
Columbus, Ohio 43215
**PHASE I: Initial Qualifying Criteria**

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

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>PROPOSAL ACCEPTANCE CRITERIA</th>
<th>RFP Sec. Reference</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Was the vendor’s proposal received by the deadline as specified in the RFP?</td>
<td>2.1</td>
<td></td>
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<td>2</td>
<td>Did the vendor submit a proposal comprised of a Technical Proposal and, in a separate,</td>
<td>5.1 5.2, B.</td>
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<td>appropriately labeled, sealed envelope, a Cost Proposal?</td>
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<td>3</td>
<td>Does the vendor’s proposal include all required affirmative statements and certifications,</td>
<td>5.2, A.</td>
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<td>signed (in all required parts) by the vendor’s responsible representative, as described in</td>
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<td></td>
<td>Attachment A to the RFP?</td>
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<td>4</td>
<td>Is the vendor free from being prohibited to enter into a contract with ODM, due to restrictions</td>
<td>8.18 / 8.19 8.20</td>
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<td>related to the federal debarment list, unfair labor findings, or as established in ORC 9.24?</td>
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<td>5</td>
<td>Does the vendors’ key or lead actuarial staff possess certification by the American Academy</td>
<td>3.1, A.</td>
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<td>of Actuaries and the Actuarial Standards Board and each have 5 years of actuarial experience?</td>
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<td>Vendors (or subcontracted staff) must include copies of the required certifications of these</td>
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<td>standards for each key staff person in their proposals.</td>
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<td>6</td>
<td>Does the vendor identify at least 4 actuaries that fit the description of the Lead Actuary?</td>
<td>3.1, B.</td>
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<td>7</td>
<td>Has the vendor assigned a Lead Actuary to each project task (with at least 2 other qualified</td>
<td>3.1, C.</td>
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<td></td>
<td>Actuaries) who meet the qualification standards established by the American Academy of Actuaries</td>
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<td>to be a Member of the American Academy of Actuaries for the previous five years; and who have</td>
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<td>at least five (5) years’ experience in providing actuarial certification of Medicaid full-risk</td>
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<td>capitation payment rates to the CMS for comparable large Medicaid agencies?</td>
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<td>8</td>
<td>The vendor has at least four Lead Actuaries with five (5) years’ experience in developing rates</td>
<td>3.1, D.</td>
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<td>for full-risk Medicaid managed care programs for at least five (5) large comparable Medicaid</td>
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<td>state agencies?</td>
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<td>9</td>
<td>Does the vendor have at least three (3) years’ experience in developing and certifying full-risk</td>
<td>3.1, E.</td>
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<td>managed care rates for the Aged, Blind and Disabled (ABD) adults and children population for</td>
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<td>at least five (5) large Medicaid agencies?</td>
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<td>10</td>
<td>Does the vendor’s experience include:</td>
<td>3.1, F.</td>
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<td></td>
<td>At least 1 year of rate-setting for integrated delivery systems models which incorporate</td>
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<td>Medicare and Medicaid services into one program; and at least 5 years of rate-setting for</td>
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<td></td>
<td>Nursing home and waiver populations?</td>
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<td>11</td>
<td>Has the vendor provided examples, at least two million covered lives or about ten million</td>
<td>3.1, G.</td>
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<td>monthly transactions, which clearly demonstrate the ability to analytically process large data</td>
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<td>sets from ODM on a timely basis, so as to allow all other tasks to be completed on schedule?</td>
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<td>12</td>
<td>Has the vendor provided written acknowledgement and agreement to a partnership with an Ohio</td>
<td>3.1, H.</td>
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<td>certified Minority Business Enterprise as outlined in Section 8.24 Minority Business Enterprise</td>
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<td></td>
<td>Sub-Contracting Requirement.</td>
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<td>13</td>
<td>The vendor was not listed on the Auditor of State’s website as a party excluded from</td>
<td>3.1, I.</td>
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<td></td>
<td>contracting with ODM by O.R.C. § 9.24 for an unresolved finding for recovery.</td>
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<td>14</td>
<td>Did the review team (in its initial/cursory review of the vendor’s proposal) determine that</td>
<td>5.2, C. 8.5</td>
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<td>the proposal was free of trade secret/proprietary information as specified/restricted in the</td>
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<td>RFP?</td>
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<td>15</td>
<td>Did the vendor remove all personal confidential information (such as home addresses and social</td>
<td>3.3 5.2, C. 8.25</td>
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<td></td>
<td>security numbers) of vendor staff and/or of any subcontractor and subcontractor staff from</td>
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<td>resumes or any other part of the proposal package? [As stated in the RFP, “ODM reserves the</td>
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<td>right to disqualify any vendor whose proposal is found to contain such prohibited personal</td>
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<td>information.”]</td>
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a) If “yes” to this question, the vendor’s proposal shall advance to Phase II scoring contingent upon vendor’s proposal receiving a “yes” response to all other Phase I criteria.

b) If “no” to this question, the vendor’s proposal shall be disqualified and not receive further consideration.
Has the vendor proposed any changes to the ODM model contract attached to this competitive document for use in the event of its selection for this project? Requested changes to the model agreement have no effect on a vendor’s / applicant’s proposal score. However, any such requested changes must be approved by ODM either as requested or following a process of negotiation. At the sole discretion of ODM, any proposed changes to the ODM model agreement that cannot be accepted or negotiated without causing undue delay (as defined by ODM) in the execution of a contract may result in the disqualification of the vendor and its proposal. See Section 6.2, Review Process Caveats, and Section 8.6, Contractual Requirements of the RFP for more details on this situation.

<table>
<thead>
<tr>
<th>If changes were proposed by this vendor, are those changes such that ODM disqualifies the vendor?</th>
<th>Disqualified</th>
<th>NOT Disqualified</th>
</tr>
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</table>

**PHASE II: Criteria for Scoring of Technical Proposal**

Qualifying technical proposals will be collectively scored by a Proposal Review Team (PRT) appointed by ODM, Managed Care Rate Setting. For each of the evaluation criteria given in the following score sheet, reviewers will collectively judge whether the technical proposal exceeds, meets, partially meets or does not meet the requirements expressed in the RFP, and assign the appropriate point value, as follows:

<table>
<thead>
<tr>
<th>Does Not Meet Requirement</th>
<th>Partially Meets Requirement</th>
<th>Meets Requirement</th>
<th>Exceeds Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>6</td>
<td>8</td>
<td>10</td>
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**Technical Performance Scoring Definitions:**

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

“Partially Meets Requirement”-Vendor proposal demonstrates some attempt at meeting a particular RFP requirement, but that attempt falls below acceptable level, **Score: 6**

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

“Exceeds Requirement”-Vendor proposal fulfills a particular RFP requirement in all material respects, and offers some additional level of quality in excess of ODM expectations, **Score: 10**

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 that do not meet or exceed a total score of at least 1505 points (a score which represents that the selected vendor has the capability to successfully perform the project/program services) out of a maximum of 1960 points, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>EVALUATION CRITERIA</th>
<th>RFP SEC. REF.</th>
<th>Weighting</th>
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<th>Partially Meets 6</th>
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<tr>
<td>VENDOR QUALIFICATIONS</td>
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<td>ORGANIZATIONAL EXPERIENCE &amp; CAPABILITIES</td>
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<td>1</td>
<td>The vendor (not staff) has demonstrated 4 years of experience working with state Medicaid agencies developing and certifying managed care rates for the states?</td>
<td>3.2, A.</td>
<td>4</td>
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<td>2</td>
<td>The vendor has included a brief description of the organization’s history and current operations in Ohio and the United States?</td>
<td>3.2, B.</td>
<td>3</td>
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<td>3</td>
<td>The vendor has included a narrative summary describing at least two (2), but no more than four (4), similar sized projects completed in the past five (5) years demonstrating expertise in developing full-risk Medicaid managed care rates and providing the certifications and documentation necessary for CMS approval? The summary should discuss the vendor’s experience in the categories as outlined for this criteria in the RFP</td>
<td>3.2, C.</td>
<td>4</td>
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<td>4</td>
<td>The vendor has identified the lead and staff actuaries who could be assigned to each of the projects in F of criteria 3.2, C.</td>
<td>3.2, D.</td>
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<td>5</td>
<td>The vendor has included four letters of reference for at least four (4) states for which they have performed similar large scale projects in the past five (5) years? The professional title of the reference, telephone number and a brief description of the type of services provided must also be included:</td>
<td>3.2, E.</td>
<td>3</td>
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<td>6</td>
<td>The vendor has included a description of the vendor’s experience in validating large data sets, representing at least two million covered lives or ten million monthly transactions for rate setting, developing adjustments for selection and case mix, health coverage policies with certain carved out services, inflation factors, Third Party Liabilities, geographic locations, and chronic diseases?</td>
<td>3.2, F.</td>
<td>5</td>
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<td>7</td>
<td>The vendor has included an example of a data book the vendor has prepared for any state’s Medicaid programs?</td>
<td>3.2, G.</td>
<td>2</td>
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<td>8</td>
<td>The vendor has included a description of vendor’s experience in conducting operational compliance audits? The description should include: audits of cost reports; prompt pay audits; on-site audits to identify inefficiencies in major service categories (e.g. inpatient services, emergency services, pharmacy etc.); audits of other financial compliance; and reporting of results;</td>
<td>3.2, H.</td>
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<td>9</td>
<td>Has the vendor included descriptive examples of their information technology capacity to receive, manipulate, and analyze Medicaid claims, encounters, eligibility, and enrollment; demographics for a population of over two million eligibles per year or ten million monthly transactions for multiple years? Including: Establishing a File Transfer Protocol (FTP) site to exchange large data files with ODM and the health plans in a HIPAA compliant manner; Ability to implement the Chronic Illness and Disability Payment System (CDPS) risk adjustment model; and Ability to ensure data security.</td>
<td>3.2, I.</td>
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<td>10</td>
<td>Has the vendor included descriptive examples of their information technology capacity (in processing data for at least two million covered lives per year or ten million monthly transactions) to communicate electronically with ODM and the health plans while meeting HIPAA security standards? Including: Telephone conference calling; Web-based e-room containing all contract documentation, work plans, correspondence, deliverables, presentations, etc., shared with ODM; and Web-based e-room accessible to the health plans containing documents correspondence, deliverables, presentations to be shared with them.</td>
<td>3.2, J.</td>
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<td>11</td>
<td>Has the vendor included descriptive examples of their web-based conferencing capacity to enable presentations and feedback to the health plans for the deliverables in the resulting contract? This capacity should include the ability to have participants sign on to the conference, display presentations, transmit voice communications over web and/or phone lines, and have conference participants ask questions over the telephone or submitted through the Web.</td>
<td>3.2, K.</td>
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**STAFF EXPERIENCE & CAPABILITIES**

In this section, the vendor must have identified the individual(s) who will fulfill each of these roles and must have clearly demonstrated that each identified individual has the required education and experience to fulfill his/her assigned position and, if applicable, explained the methodology that has been or will be utilized in carrying out responsibilities under the contract.

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<td>12</td>
<td>The vendor has identified, by position and by name, staff they consider key to the project’s success? The proposal should provide resumes and/or curriculum vitae for key actuarial staff that will assist on the project, in addition to the lead actuary, who also meet the membership standards of the American Academy of Actuaries. Vendors (and subcontracted staff) shall also include: documentation of actuarial certification and dates when staff achieved actuarial qualification; education and experience in conducting this type of project; relevant aspects of the projects with which each of the key personnel have been involved; and attachments of previous work by each of the key management personnel which is the best representation of their capability.</td>
<td>3.3, A.</td>
<td>4</td>
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<td>13</td>
<td>The vendor has assigned a Data Manager, experienced in analysis, processing, and security of large health care data sets to the project? The Data Manager will be responsible for all data manipulation, summarization and analysis. For example, experience is needed with summarizing raw data by time period, region, age, sex, diagnosis, aid category service category, place of service, provider type and disease status. Further, specific experience with risk adjustment techniques and the employment of risk scores using models such as the CDPS are necessary for project completion. The vendor should document the proposed Data Manager’s education, experience, and skills in these areas demonstrating at least five (5) years of experience.</td>
<td>3.3, B.</td>
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<td>14</td>
<td>The vendor has assigned a Project Manager who will be responsible for the logistics of transmitting data and project deliverables and communication with parties for the entire project? The project manager should have at least five (5) years’ experience with projects of similar size and complexity and is expected to spend 50-75% of their time working with these tasks.</td>
<td>3.3,C.</td>
<td>4</td>
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<td>15</td>
<td>The vendor has provided a statement that key management personnel assigned to the project will not be reassigned by the vendor without prior notification to ODM. Replacement personnel offered for ODM approval must have equal skill, training, and experience. ODM must provide written pre-approval of any replacement staff.</td>
<td>3.3,D.</td>
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**ADMIN. STRUCTURES—PROPOSED WORK PLAN**

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<td>16</td>
<td>The vendor has described how its’ services will help ODM achieve the key objectives stated in Section 1.4 of this RFP.</td>
<td>4.2, A.</td>
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<td>17</td>
<td>The vendor has described the vendor’s technical approach to work, including processes and methods, as outlined in the RFP for this criterion?</td>
<td>4.2, B.</td>
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<td>18</td>
<td>The vendor has provided a process for submitting an “impact analysis” to ODM for approval before beginning work on any specific initiative, and submitting an amended impact analysis for any initiative in progress upon request by ODM? This “impact analysis” – based upon detailed discussions with ODM about the initiative, ODM needs, the target implementation or completion date and the scope of work- will allow ODM to allocate staff and funding necessary for the project. Include in the Technical Proposal a rough hard copy sample of an impact analysis, as outlined in the RFP for this criterion.</td>
<td>4.2, C.</td>
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<td>19</td>
<td>The vendor has provided a current organizational chart (including subcontractors, if any) and specified the key management, technical and administrative support personnel who will be assigned to this project, as outlined in the RFP for this criterion?</td>
<td>4.2, D.</td>
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<td>20</td>
<td>The vendor has provided the percentage of time each key management personnel will devote to the projects identified in 4.2, B?</td>
<td>4.2, E.</td>
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<td>21</td>
<td>The vendor has provided the number of executive and professional personnel, management analysts, programmers, consultants, etc., who will be employed in the work? Vendors are to identify where these personnel will be physically located during the time they are engaged in the work.</td>
<td>4.2, F.</td>
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<td>22</td>
<td>The vendor has, for the deliverables identified in Section 4.3, identified as succinctly as possible: (a) the length of the experience; (b) the work undertaken; (c) the deliverables produced; and (d) the Lead actuary and other actuaries who would be assigned? For this purpose, tasks can be grouped together by the vendor for ease of reporting their experience. Specify whether or not all deliverables described in the contract’s scope of services were produced and provide a contact person (name, email address and phone number of the contact) who has the knowledge of the work performed for that respective state.</td>
<td>4.2, G.</td>
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**SPECIFICATIONS OF DELIVERABLES**

The vendors proposed work plan should fully address each item as stated in Section 4.3 Specifications of Deliverables. Each of the items will be evaluated below. For a complete explanation of the criteria please refer to the specific RFP section as referenced.

<table>
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<td>23</td>
<td>Does the vendors’ proposed work plan clearly indicate how it will review and evaluate the existing capitation rates and the methodology utilized to determine the capitation rates? This should include reviewing and evaluating the adjustments and assumptions employed in the CFC, ABD (Adults and Children), Adult Extension, and MyCare Ohio rate setting processes, the risk scores for ABD (Adults and Children), and the MEMA for the MyCare Ohio population.</td>
<td>4.3, A., 1.</td>
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<td>24</td>
<td>Does the vendors’ proposed work plan clearly indicate how it will update the MCP risk scores for the ABD (Adults and Children) population using the CDPS model, as outlined in the RFP for this criterion?</td>
<td>4.3, A., 2.</td>
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<td>25</td>
<td>Does the vendors’ proposed work plan clearly indicate how it will update the MEMA scores for the MyCare Ohio Opt-In and Opt-Out population, as outlined in the RFP for this criterion?</td>
<td>4.3, A., 3.</td>
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<td>26</td>
<td>Does the vendors’ proposed work plan clearly indicate how it will review and evaluate the existing MCP contracts, as outlined in the RFP for this criterion?</td>
<td>4.3, A., 4.</td>
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<td>27</td>
<td>Does the vendors’ proposed work plan clearly indicate how it will certify the validity of the source data to be used for rate setting? The vendor and the ODM will work closely to validate the accuracy and completeness of the source data for the CFC, ABD (Adults and Children), Adult Extension and MyCare Ohio populations.</td>
<td>4.3, B., 1.</td>
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<td>28</td>
<td>Does the vendors’ proposed work plan clearly indicate how it will conduct an in-depth analysis of the FFS encounter, cost report and dashboard data to identify inefficiencies and hot spots with inpatient, emergency services, pharmacy and other major categories of services to determine adjustments to be applied to the base rates?</td>
<td>4.3, B., 2.</td>
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<td>29</td>
<td>Does the vendors’ proposed work plan clearly indicate how it will review the Calendar year 2015 rate setting methodologies for the CFC, ABD (Adults and Children), Adult Extension, and MyCare Ohio populations and make sure they are in accordance with the most current federal and state laws and regulations?</td>
<td>4.3, B., 3.</td>
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<td>30</td>
<td>Does the vendors’ proposed work plan clearly indicate how it will produce data books for the calendar year 2016 ABD (Adults and Children), CFC, Adult Extension and MyCare Ohio rates, as outlined in the RFP for this criterion?</td>
<td>4.3, B., 4.</td>
<td>5</td>
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<td>31</td>
<td>Does the vendors’ proposed work plan clearly indicate how it will present the data book and rate setting methodology to the plans, as outlined in the RFP for this criterion?</td>
<td>4.3, B., 5.</td>
<td>3</td>
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<td>32</td>
<td>Does the vendors’ proposed work plan clearly indicate how it will assess performance of rate development for the CFC, ABD (Adults and Children), Adult Extension, and MyCare Ohio populations, as outlined in the RFP for this criterion?</td>
<td>4.3, B., 6.</td>
<td>4</td>
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<td>33</td>
<td>Does the vendors’ proposed work plan clearly indicate how it will present the final draft ABD (Adults and Children), CFC, Adult Extension and MyCare Ohio rates at a mandatory meeting with the plans, in a face-to-face meeting in Columbus, Ohio, as outlined in the RFP for this criterion?</td>
<td>4.3, B., 7.</td>
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<td>34</td>
<td>Does the vendors’ proposed work plan clearly indicate how it will certify the final CFC, Adult Extension, ABD (Adults and Children) and MyCare Ohio rates as being actuarially sound, as outlined in the RFP for this criterion?</td>
<td>4.3, B., 8.</td>
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<td>35</td>
<td>Does the vendors’ proposed work plan clearly indicate how it will address budget development and modeling, as outlined in the RFP for this criterion?</td>
<td>4.3, C., 1.</td>
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<td>36</td>
<td>Does the vendors’ proposed work plan clearly indicate how it will address increasing efficiency in the Medicaid system, as outlined in the RFP for this criterion?</td>
<td>4.3, C., 2.</td>
<td>5</td>
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<tr>
<td>37</td>
<td>Does the vendors’ proposed work plan clearly indicate how it will address performance of periodic audits of prompt pay requirement compliance for selected MCPs, under the supervision of contract managers? MCP audits will be required every year to meet this requirement</td>
<td>4.3, D., 1.</td>
<td>3</td>
<td></td>
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<tr>
<td>38</td>
<td>Does the vendors’ proposed work plan clearly indicate how it will address reviewing, monitoring and evaluation of each MCP’s quarterly cost report for data consistency and reporting errors, as outlined in the RFP for this criterion?</td>
<td>4.3, D., 2.</td>
<td>5</td>
<td></td>
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<tr>
<td>39</td>
<td>Does the vendors’ proposed work plan clearly indicate how it will address reviewing the current MCP independent auditor’s “Agreed Upon Procedures” related to the quarterly and annual cost reports and will provide recommendations to ODM for improving the audit reporting to make the information more useful for rate setting and for measuring the financial performance of the MCPs’ line of business?</td>
<td>4.3, D., 3.</td>
<td>2</td>
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<td>40</td>
<td>Does the vendors’ proposed work plan clearly indicate how it will address producing a MCP quarterly dashboard report?</td>
<td>4.3, D., 4.</td>
<td>5</td>
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<tr>
<td>41</td>
<td>Does the vendors’ proposed work plan clearly indicate how it will provide technical assistance related to reinsurance requirements and other financial standards set forth by the state in the MCP provider agreements (see Appendix J of the July 1, 2015 regional provider agreements), as outlined in the RFP for this criterion?</td>
<td>4.3, D., 5.</td>
<td>4</td>
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<tr>
<td>42</td>
<td>Does the vendors’ proposed work plan clearly indicate how it will attend and participate in an initial project planning meeting, as outlined in the RFP for this criterion?</td>
<td>4.3, E., 1.</td>
<td>4</td>
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<tr>
<td>43</td>
<td>Does the vendors’ proposed work plan clearly indicate how it will participate in on-going communication which shall consist of conference calls, e-mail interchange and web-based interface?</td>
<td>4.3, E., 2.</td>
<td>4</td>
<td></td>
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<tr>
<td>44</td>
<td>Does the vendors’ proposed work plan clearly indicate how it will establish and utilize a secure FTP site (or some other more efficient and effective mutually agreed upon mode of transmission) for the transmission of confidential data to and from ODM, as outlined in the RFP for this criterion?</td>
<td>4.3, E., 3.</td>
<td>5</td>
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<tr>
<td>ITEM #</td>
<td>EVALUATION CRITERIA</td>
<td>RFP SEC. REF.</td>
<td>Weighting</td>
<td>Doesn’t Meet</td>
<td>Partially Meets</td>
<td>Meets</td>
<td>Exceeds</td>
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<td>45</td>
<td>Does the vendors’ proposed work plan clearly indicate how it will utilize data files that are dependent on data sources from the MITS system?</td>
<td>4.3, E., 4.</td>
<td>5</td>
<td></td>
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<tr>
<td>46</td>
<td>Does the vendors’ proposed work plan clearly indicate how it will assist with Analyzing federal and state policies - provide technical support and analysis of Federal and State policy and programmatic changes, which may have an impact on utilization of services or on future capitation rates, as outlined in the RFP for this criterion?</td>
<td>4.3, F., 1. A.</td>
<td>4</td>
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<tr>
<td>47</td>
<td>Does the vendors’ proposed work plan clearly indicate how it will assist with analyzing issues about long term care/nursing facility care/ and waiver services; the State may request that the vendor analyze reimbursement methodologies for programmatic changes impacting long-term care and waivers as they relate to Ohio Medicaid managed care, as outlined in the RFP for this criterion?</td>
<td>4.3, F., 1. B.</td>
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<td>48</td>
<td>Does the vendors’ proposed work plan clearly indicates its ability to analyze issues about hospital services and reimbursements for these services: the State may request that the vendor analyze reimbursement methodologies for programmatic changes impacting hospital services and hospital reimbursement rates as they relate to Ohio Medicaid FFS/managed care delivery systems, as outlined in the RFP for this criterion?</td>
<td>4.3, F., 1. C.</td>
<td>4</td>
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<tr>
<td>49</td>
<td>Does the vendors’ proposed work plan clearly indicates its ability to analyze issues about non-institutional provider services and reimbursements for these services: the State may request that the vendor analyze reimbursement methodologies for programmatic changes impacting non-institutional provider services and reimbursement rates and methods as they relate to Ohio Medicaid FFS/managed care delivery systems, as outlined in the RFP for this criterion?</td>
<td>4.3, F., 1. D.</td>
<td>4</td>
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<td>50</td>
<td>Does the vendors’ proposed work plan clearly indicate how it will, at the end of the contract period, work cooperatively with the State and any of their specified contracting organizations to develop and successfully implement a plan to transition all data, methodologies, documentation, and ongoing projects to the succeeding contracting organization, vendor, or firm.</td>
<td>4.3, F., 1. E.</td>
<td>5</td>
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</table>

**TRADE SECRET INFORMATION**

51. The review team in its comprehensive review of the vendor’s proposal has determined that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP. **[A “no” response will disqualify the vendor’s proposal and will not advance to the consideration of the vendor’s Cost Proposal.]**

<table>
<thead>
<tr>
<th>Column Subtotal of &quot;Partially Meets&quot; points</th>
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</thead>
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<table>
<thead>
<tr>
<th>Column Subtotal of &quot;Meets&quot; points</th>
<th></th>
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</thead>
</table>

| Column Subtotal of "Exceeds" points |   |

### GRAND TOTAL SCORE:

Based upon the Grand Total Technical Score earned, does the vendor’s proposal proceed to the Phase III evaluation of its Cost Proposal? *(Vendor’s Grand Total Technical Score must be at least 1505 points.)*

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____</td>
<td>(If “No,” Vendor’s Cost Proposal will not be opened.)</td>
</tr>
</tbody>
</table>
Instructions:
Vendors are to complete the Cost Proposal Form, sign it, and submit with their separate, sealed Cost Proposal as instructed in the RFP. The Cost Proposal Form requires vendors to provide, based on their understanding of the services required in this RFP, the initiatives listed in section 1.3 and the objectives listed in section 1.4, an hourly rate for each key staff listed in section 3.3. Vendors are to use their professional comprehension of the efforts required to perform the services and complete the specification and any associated deliverables stated within the RFP. Vendors are to use their business expertise in pricing the work described and to offer their rates accordingly. ODM encourages vendors to provide rates that are reasonable and necessary to complete the objectives of the contract.

As stated in the RFP, ODM is seeking to contract with a vendor to provide expert assistance and consultation, operational assistance, and liaison support activities for multiple Medicaid healthcare actuarial and financial initiatives and work activities for State Fiscal Years (SFYs) 2016-2017, with the option to renew for up to two additional years (SFYs 2018-2019).

Vendor Cost Proposal
The vendor’s Cost Proposal must include, for each position listed in section 3.3, an hourly rate for each position and an aggregate total cost.

Rates must be shown in the form of whole dollars. The quoted rates must encompass all administrative and overhead costs. Once the selected vendor’s Cost Proposal is accepted, the hourly billable rates identified therein will be considered firm and all-inclusive.

In-House
In-House, otherwise known as direct staff, are individuals who are employed by the vendor.

Subcontracted Services
Identify the names of any individuals or firms the vendor has pre-selected to provide subcontracted services. The pre-selected subcontractor must be either under a current contract with the vendor that will remain in effect through the effective dates of the contract that will result from this RFP process, or must have issued a letter of commitment to subcontract with the vendor for work under the resulting contract. The vendor must include a copy of the subcontract or the letter of commitment as part of the Proposal packet. The subcontractor(s) can be hired to accomplish a portion of the work required; however, the vendor must indicate such when submitting project proposals.

When the ODM Contract Manager identifies a need that requires specialized knowledge or customization and the selected vendor does not have the capability to satisfactorily perform the needed service, the ODM Contract Manager may ask the selected vendor to subcontract for those services from a third party provider that will be selected in accordance with this RFP. The selected vendor must have a process in place to quickly and effectively subcontract with providers to deliver services when requested by the ODM Contract Manager. The process will include methods to confirm the specific need(s), the time frame for service delivery, cost parameters, provider identification, screening, selection, management, and evaluation.

**Please note that this contract does not provide any general or administrative cost related to doing business. This applies to the vendor direct cost and the cost of obtaining and managing subcontracted services.

Vendor Administrative Costs
Vendors are to include all administrative expenses into their stated hourly rate for each position. Vendor’s administrative expenses include, but are not limited to, all costs related to the administrative activities of the project including personal salaries, fringe benefits, vacation, holiday pay, sick leave, other paid leave, pension plan, group insurance, compensation insurance, payroll taxes, repair and maintenance, employee-related expenses, supplies, communications, leases, depreciation, sales taxes, facilities, travel, etc.

Vendor Indirect Costs
ODM has deemed it unnecessary for the project to incur indirect costs. All costs should be factored into the hourly rate for each position.
Cost Proposal Consideration and Vendor Selection
Only those vendors that meet the minimum scoring threshold in the Technical Proposal Score Sheet will advance to the second phase of the selection process—consideration of vendor cost proposals.

The actual value of the contract will be determined by ODM based on the selected vendor’s proposed and accepted prices for the vendor’s direct staff and the best estimation possible by ODM for the level or volume of each of those services likely to be utilized, and the amount of funds available. Once the blanket purchase order is established, the selected vendor will need an approved project proposal (work order) before any costs can be incurred.

Cost Proposal Form Explanation of Columns
Column A
The Staff Titles are identified as key personnel positions that are directly related to the initiatives listed in Section 1.3 and the objectives described in Section 1.4 of the RFP. Vendors are required to have access to or have available individuals with the knowledge, experience and proven capabilities to carry out each function as identified with in the RFP and Cost Proposal. Vendors may choose to subcontract services to third party organizations or individuals.

Should the vendor decide to subcontract any position, the vendor must have a contract with the pre-selected subcontractor that will be effective through the ODM contract period or must have a letter of commitment from the pre-selected subcontractor affirming that the entity/individual will subcontract with the vendor and will perform work under the ODM contract. All subcontracts must be maintained for the duration of the selected vendor’s contract with ODM.

Column B
Estimated number of Hours – Important Note: The number of hours shown on this cost proposal form is an estimation of the number of hours needed for this procurement to be successful. The hours listed will be used for the purposes of vendor selection and establishing an aggregate cost. Once work commences, actual hours will be determined and agreed upon by the selected vendor and ODM through a process determined by ODM.

Column C
Hourly Rate – The hourly rate is the cost of employment for each employee. Vendors must submit an hourly rate for each position listed on the “Staff Title” column of the Cost Proposal Form. Cost Proposals that do not have hourly rates for each position will not be considered.

Column D
Aggregate Amount – The aggregate amount is the mathematical sum of multiplying the estimated number of hours by the vendor’s hourly rate (Column C entry multiplied by Column B entry). The aggregate amount totals in Column D for the two biennia will be added and averaged, and that number will be used ONLY in the vendor selection process described in the RFP Section VI., 6.1, C. See also the explanation for Column B, above.

Column E
In-House – Place a check mark in this column for each position that will be filled by an In-House employee. If the individual is not In-House, leave the space blank. Vendors may choose to assign more than one individual to a position and may choose to have both In-House and subcontracted employees in each role.

Column F
Subcontracted – Place a check mark in this column for each position that will be subcontracted. If the individual is not a subcontractor, leave the space blank.
Vendor Name: _______________________________________________________

State Fiscal Year 2016

<table>
<thead>
<tr>
<th>Estimated number of Hours</th>
<th>Total Amount</th>
<th>(E) In-House</th>
<th>(F) Subcontracted Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>14,000</td>
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</table>

State Fiscal Year 2017

<table>
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<tr>
<th>Estimated number of Hours</th>
<th>Total Amount</th>
<th>(E) In-House</th>
<th>(F) Subcontracted Services</th>
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</thead>
<tbody>
<tr>
<td>14,000</td>
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State Fiscal Year 2018

<table>
<thead>
<tr>
<th>Estimated number of Hours</th>
<th>Total Amount</th>
<th>(E) In-House</th>
<th>(F) Subcontracted Services</th>
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</thead>
<tbody>
<tr>
<td>14,000</td>
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</table>

State Fiscal Year 2019

<table>
<thead>
<tr>
<th>Estimated number of Hours</th>
<th>Total Amount</th>
<th>(E) In-House</th>
<th>(F) Subcontracted Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>14,000</td>
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Two-biennia averaged aggregate amount: ________________ (This number is used for vendor selection purposes ONLY.)

Signed: ______________________________________________ I affirm that the above rates per hour as quoted are firm and all-inclusive (to be signed by the vendor’s representative authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent.).

_________________________________________
Name / Title

_________________________________________
Company / Organization Name  Date