



Department of
Job and Family Services

John R. Kasich, Governor
Michael B. Colbert, Director

February 28, 2011

Dear Vendor:

This letter is to announce the release of the Ohio Department of Job and Family Services (ODJFS) Request for Proposals (RFP) number JFSR1213118003, Hospital Utilization Management Program, for the purpose of identifying one vendor to implement and administer Ohio's statewide program for the management of hospital service utilization by Ohio Medicaid consumers. The selected contractor will also be responsible for the measurement of quality of care for services provided to Medicaid consumers.

If you are interested in submitting a bid for this important project, please obtain the RFP through the ODJFS web site at <http://www.jfs.ohio.gov/rfp/>. If you do not have Internet access to this document or experience problems opening the above referenced ODJFS URL, please contact the RFP/RLB Unit at the following telephone number:

ODJFS, Office of Legal and Acquisition Services
30 East Broad Street, 31st Floor, Suite 3150
Columbus, Ohio 43215-3414
PH: (614) 728-5693

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)

Linette Alexander
Deputy Director
Contracts and Acquisitions

30 East Broad Street
Columbus, Ohio 43215
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An Equal Opportunity Employer and Service Provider

Hospital Utilization Management Program

RFP: JFSR-1213-11-8003

Ohio Department of Job and Family Services

February 28, 2011

Hospital Utilization Management Program RFP

JFSR-1213-11-8003

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ODJFS REQUEST FOR PROPOSALS (RFP):
Hospital Utilization Management Program

JFSR-1213-11-8003

SECTION I. GENERAL PURPOSE

1.1 Purpose

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Proposals (RFP) for the purpose of identifying one vendor to implement and manage a statewide Hospital Utilization Management Program for services provided to Ohio Medicaid consumers, and measurement of quality of care for services provided to Medicaid consumers. ODJFS is seeking proposals from vendors who will provide ODJFS with specified Hospital Utilization Management Program services.

The purpose of this program is to support the ODJFS Office of Fiscal and Monitoring Services (OFMS) quality efforts by obtaining an external vendor to implement and manage a statewide Hospital Utilization Management Program for services provided to Ohio Medicaid consumers. The selected vendor will be responsible for utilization reviews, including focused reviews, pre-certification reviews, special reviews, and retrospective reviews. The selected vendor will provide reports and analysis of review findings to ODJFS. Additionally, the selected vendor will conduct quality of care studies, provider education, and provide technical assistance to ODJFS.

ODJFS is seeking vendors who are interested in submitting proposals that meet, at a minimum, the following requirements. Proposals lacking the following requirements will be disqualified.

1. Are presently under contract with Medicare to perform utilization review or have received designation by the Centers for Medicare and Medicaid Services (CMS) as a quality improvement organization (QIO) or QIO-like entity. Proposals from vendors who do not demonstrate the organization is a Medicare QIO or QIO-like entity will not be considered.
2. Key vendor staff must possess certain degrees, certifications, licenses, and years of experience.
3. The vendor must have staff proposed for the program with demonstrated quality improvement experience and knowledge of Medicaid programs and delivery systems, including experience with:
 - a. Medicaid consumers, policies, data systems;
 - b. Utilization review programs;
 - c. Quality assessment and improvement methods; and
 - d. Research designs, methods and statistical analysis.

This RFP is being issued in accordance with Code of Federal Regulations (CFR) 42 CFR 456.3, *Statewide Surveillance and Utilization Control Program*.

The Medicaid agency must implement a statewide surveillance and utilization control program that:

- Safeguards against unnecessary or inappropriate use of Medicaid services and against excess payments;
- Assess the quality of those services; and
- Provides for the control of the utilization of all services provided under a state plan.

If the vendor is proposing the use of subcontractors, the vendor must identify the subcontractors and provide evidence of the subcontractor's certification(s) and qualifications. A listing of abbreviations and their descriptions as used in this RFP is provided as **Appendix A**.

1.2 **Background**

Medicaid is a state and federally-funded health care coverage plan providing health care coverage. The Ohio Medicaid Program serves in excess of two million, low-income Ohioans with comprehensive health care services funded through a combination of state and federal revenues. These persons are served by more than 100,000 active providers, which include both institutional and non institutional community based providers. In State Fiscal Year (SFY) 2009, Ohio's Medicaid program had expenditures of over fourteen billion dollars, making it one of the largest single providers of health care benefits to Ohioans. As part of its mission, the Medicaid program must ensure the integrity of payments made to participating providers.

Medicaid provides primary and acute care services through a fee-for-service (FFS) system or, for consumers in some geographic areas, managed care plans (MCP). Both delivery systems provide all medically necessary primary care, specialty and emergency care, and preventive services.

- ***Fee-for-Service (FFS) Medicaid.*** The FFS system is a traditional indemnity health care delivery system. The providers can bill ODJFS for covered services delivered to eligible consumers.
- ***Managed Care Plans (MCP).*** As a value purchaser of health care, Ohio Medicaid has incorporated the use of managed care to enhance access, quality and to achieve greater cost predictability. Managed care offers an opportunity to assure access to a primary care provider, emphasizes preventive care, and encourages the appropriate utilization of services in the most cost-effective settings.
- ***Covered Families and Children (CFC).*** Families, children up to age 19, and pregnant women with limited incomes are covered through Medicaid under Healthy Start or Healthy Families. Additionally, families with children under age 18 who participate in the Ohio Works First (OWF) cash assistance program are automatically covered by Medicaid. Families who leave OWF for employment are eligible for 6-12 months of coverage during that transitional period. (Low-income adults without dependent children do not qualify for Medicaid under existing eligibility categories.)
- ***Aged, Blind and Disabled (ABD).*** Adults 65 and older may be eligible for Medicaid. Individuals of any age with disabilities, including individuals who are legally blind, may also qualify for Medicaid.

Ohio Medicaid also provides both home health care and facility-based services for those consumers requiring a long-term care benefit package. Ohio's home care services allow consumers to remain in their homes and communities. Long-term care services are also available for consumers needing services

in nursing homes and facilities for persons with mental retardation. Alternatives to institutional care are offered through Home and Community Based Services Waivers.

Ohio's Medicaid program includes services mandated by the federal government, as well as optional services Ohio has elected to provide. Some services are limited by dollar amount, number of visits per year, or setting in which they can be provided. With some exceptions, all services are available as medically necessary to all Medicaid consumers.

Additional information about Medicaid delivery systems can be found on ODJFS' website at: <http://jfs.ohio.gov/ohp/consumer.stm>

- ***Hospital Programs***

There are currently 175 general acute-care hospitals in Ohio paid on a prospective payment basis for inpatient services rendered to Medicaid recipients. There is a growing number, currently 28 Long Term Acute Care (LTACH) and rehabilitation hospitals in Ohio, which are reimbursed on a cost basis. Ohio has 1 cancer hospital, which is also reimbursed on a cost basis and 14 in-state psychiatric hospitals.

- ***Prospective Payment System for Inpatient Hospital Services***

Ohio Medicaid adopted a prospective payment system for the reimbursement of inpatient hospital services in October 1984. The Ohio Medicaid Prospective Payment System is modeled after the Diagnosis Related Group (DRG) payment system utilized by Medicare.

In the Ohio prospective payment system, there is a predetermined payment for each hospital for each DRG. Currently, there are approximately 500 DRGs. The payment is based on a predetermined mean cost and mean length of stay for each DRG.

The DRG assignment, which determines reimbursement, is based on the principal diagnosis which caused the patient to be admitted to the hospital, as well as the existence of additional complicating diagnoses or operating room procedures. In general, the inclusion of complicating diagnoses will result in the classification of a case to a higher-paying DRG. Hospitals receive only the predetermined amount per discharge, regardless of the amount of services provided during the inpatient stay. Additional payments are allowed only in the case of extremely costly or lengthy stays.

Provider incentives in a prospective payment system are different from those in a retrospective cost-based payment system. A prospective payment system creates incentives to increase the number of admissions, minimize the quantity of services provided within each admission, discharge early, structure diagnosis and procedure coding to improve DRG assignment, and, when close to an outlier threshold, increase charges and days in order to qualify for outlier payments.

Given these incentives, the utilization review needs to shift away from determination of unnecessary services provided during an admission to a review of the need for each admission, determination of whether the decision to discharge or transfer occurred at an appropriate time and for medically sound reasons, verification of the accuracy of the case coding which

determined the DRG assignment, and verification that medically necessary services were provided.

The incentive to increase admissions under a prospective payment system must be counterbalanced with more intensified review of the need for admission at the point prior to admission as well as the review of the appropriateness of readmissions. The incentive to discontinue treatment at the point that a hospitalization begins to be unprofitable must be kept in check by retrospective reviews that examine the clinical appropriateness of the decision to discharge or transfer and the timing of the decision to discharge or transfer. The incentive to arrange diagnosis codes in such a way as to cause a claim to be assigned to a higher-paying DRG must be counterbalanced with retrospective reviews that validate the DRG assignment.

- ***Prospective Payment System for Outpatient Hospital Services***

Effective July 1989, a prospective payment system was implemented to reimburse for outpatient hospital services. The inflationary growth rate associated with cost reimbursement coupled with the fact that the disparity between payment rates for hospitals vs. physician offices was growing wider each year led to the implementation of a prospective fixed-price system for outpatient hospital care. The "fee-schedule" type of reimbursement was not a unique or new method of reimbursing these services as the department had been reimbursing outpatient laboratory services this way since 1984 and outpatient radiology services since 1988.

The outpatient hospital reimbursement system is almost entirely driven by fee schedules and prospectively determined rates based upon the Healthcare Common Procedure Coding System (HCPCS). Hospitals receive a fixed fee schedule payment for emergency room, clinic visits, ancillary services and surgical services. For emergency room visits, clinic, and surgery service, the prices were developed to pay for the episode of care (bundle of services). The best example of this bundled payment is the methodology for reimbursing surgery services. The surgery payment is payment in full for the medical supplies, pharmaceuticals, anesthesia, pre-op care, etc., as well as the surgery itself.

Laboratory and radiology services are reimbursed at the lower of billed charges or the fee schedule amount. Chemotherapy and emergency room trauma services are reimbursed using the hospital's Medicaid outpatient cost-to-charge ratio.

As with the inpatient hospital prospective payment system, incentives exist with outpatient services to maximize reimbursement through billing procedures.

- ***Cost-Based Payment System for Hospital Services***

Ohio Medicaid exempts free-standing rehabilitation hospitals, long-term acute care hospitals, hospitals owned by Health Insuring Corporations, and cancer hospitals from the prospective payment system. These facilities are paid on a reasonable-cost basis. Reasonable-cost payments are calculated by multiplying the allowable billed charges by the hospital's applicable (i.e., inpatient or outpatient) Medicaid cost-to-charge ratio. The reasonable cost payment is reconciled to actual costs incurred during a fiscal year through the cost settlement process.

Incentives of a cost-based payment system are to maximize the quantity of services provided within each admission, discharge date, or maximize the length of stay. Given these incentives, the utilization review needs shift toward the determination of unnecessary services provided

during an admission, determination of whether the decision to discharge or transfer occurred at an appropriate time and for medically sound reasons, verification that medically necessary services were provided, and location of the services was appropriate.

- **Utilization Review Program**

Under the current precertification program, monthly certification requests are estimated around 98 requests. However, the number fluctuates around utilization trends. The current list of procedures that require precertification is included as **Appendix B**. The precertification program is designed to be reviewed regularly to look at utilization patterns of providers. In addition to provider utilization trends, national trends in public and private insurance markets are also monitored and considered in updating the list of procedures requiring precertification.

Currently, there are approximately 1,005 claims reviewed on a monthly basis under the retrospective review program. The claims are selected based on the following examples of current target areas:

- **Transfer Billing:** This target consists of potential transfers which have either the admission source or the patient disposition (discharge status) coded incorrectly.
- **Readmissions:** This target looks at claims that include readmissions within one day, and first or second stay of two days or less.
- **Target Diagnostic Related Groups (DRG):** This target consists of looking at DRGs that represent a potential for upcoding or other billing errors, or higher than expected utilization.
- **Short Lengths of Stay:** This target consists of claims with significantly short lengths of stay based on DRG and/or primary diagnosis for any diagnosis or procedure; claims for procedures which have significantly higher denial rates due to medical necessity concerns and have short lengths of stay; and selected claims with short lengths of stay.
- **Precertification:** This target consists of procedures that require precertification for which there was no precertification number indicated on the claim.

In addition to the target areas listed here, the selection methodology for retrospective review is continuously monitored by ODJFS and updated based on provider utilization trends and national trends in public and private insurance markets.

Currently, there are approximately 40 Special Review requests reviewed on a monthly basis. Reimbursement for some items/services covered under the Medicaid program is available only upon obtaining prior authorization. Prior authorization must be obtained from ODJFS or its designee by the provider before services are rendered or the items are delivered.

1.3 Overview of the Project

The purpose of this RFP is to obtain an external vendor to implement and manage a statewide utilization control program for hospital services provided to Ohio Medicaid consumers, and measurement of quality of care for services provided to Medicaid consumers, to support OFMS's quality efforts. The selected vendor will be responsible for utilization reviews, including focused reviews, precertification reviews, special reviews, and retrospective reviews. The selected vendor will provide reports and analysis of review findings to ODJFS. Additionally, the selected vendor will conduct quality of care studies, provider education, and provide technical assistance to ODJFS.

1.4 Objectives of the Project

The ultimate goal of the utilization review (UR) contract is to attain measurable improvement in the appropriate utilization (or, measurable true reduction in inappropriate utilization) of Medicaid services, specifically inpatient and outpatient hospital services for the FFS population, while recovering reimbursement from providers of inappropriate Medicaid services. One product of utilization review will be the recovery of Medicaid reimbursement made for services which were not medically necessary, were not performed in the most appropriate setting, or were otherwise not provided or billed in accordance with the Ohio Administrative Code (OAC) rules found in Chapter 5101:3. **This contract excludes utilization review of all mental health and substance abuse services.**

"Measurable improvement" will be performed by the selected vendor and shall include a reduction in inappropriate admissions or services targeted for post payment review, and a reduction in the proportion of admissions requiring preadmission certification that are not certified. "Reduction" in inpatient and outpatient hospital services shall be measured from baselines established in reports submitted by the current utilization review vendor. The selected vendor will be expected to review utilization targets based on provider trends and review findings.

Additionally, in an effort to measure quality across the continuum of care, the selected vendor will be required to provide analyses of the care for the FFS population, including the CFC and ABD population, as well as, quality improvement across delivery systems. Additionally, the program is intended to support ODJFS' efforts to slow the rate of growth of Medicaid expenditures while improving health outcomes.

1.5 Time Frames & Funding Source

ODJFS is seeking to contract with a vendor to perform services as described in Section IV of this RFP. The initial contract is expected to be from July 1, 2011 through June 30, 2013 subject to approval by the Controlling Board.

Since state law prohibits ODJFS from making financial commitments beyond the fiscal biennium (i.e., June 30, 2013), the contract with the selected vendor will be subject to renewal each biennium (*July 1, 2013 through June 30, 2015 and July 1, 2015 through June 30, 2017*). 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 are to be aware that ODJFS 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 ODJFS procedures to be implemented if this occurs.

SECTION II. PROCUREMENT PROCESS INFORMATION

2.1 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
February 28, 2011	ODJFS Releases RFP to Potential Vendors on DAS/ODJFS Web Site; Q&A Per. Opens - RFP becomes active - Vendors may submit inquiries for RFP clarification

March 16, 2011	Vendor Q&A Period Closes, 8 a.m. (for inquiries for RFP Clarification) - No further inquiries for RFP clarification will be accepted
March 18, 2011	ODJFS provides Final Vendor Question & Answer (estimated)
April 4, 2011	Deadline for Vendors to Submit Proposals to ODJFS (3 p.m.) - This is the proposal opening date, beginning the ODJFS process of proposal review LATE PROPOSALS WILL NOT BE CONSIDERED. THERE WILL BE NO EXCEPTIONS MADE.
April 11, 2011	ODJFS Issues Contract Award Notification Letter (estimated) - Vendors that submitted proposals in response to this RFP will be sent letters stating whether their proposal was accepted for award of the contract
May, 2011	Controlling Board Review of Contract (estimated—if applicable). -Contract with the selected vendor requires review and approval
July 1, 2011	Implementation* (estimated—following notification of all contractual and funding approvals) - ODJFS contracts are not valid and effective until the state Office of Budget Management approves the purchase order.
June 30, 2013	Project Completion** - All work must be completed and approved by ODJFS Contract Manager

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

* According to requirements of Ohio Revised Code (ORC) 126.07, ODJFS contracts are not valid and enforceable until the Office of Budget and Management (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 ODJFS Contract Manager will notify the selected vendor 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, 2011 through June 30, 2013, with a renewal contract to be in effect, contingent upon satisfactory performance, continued availability of funding, and all required approvals, from (July 1, 2013) through (June 30, 2015). Since state law prohibits ODJFS from making financial commitments beyond the fiscal biennium (June 30, 2013), the contract with the selected vendor will be subject to renewal for each biennium (July 1, 2013 through June 30, 2015 and July 1, 2015 through June 30, 2017) period of the project. Renewal may be subject to approval by the Controlling Board.

2.2 Internet Question & Answer Period; RFP Clarification Opportunity

Potential vendors 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 ODJFS Web Page at <http://jfs.ohio.gov/>
- * Select “About Us” on the front page;
- * Select “Doing Business with ODJFS;”
- * Select “Requests for Proposals, Letterhead Solicitations, and Other Invitations;”
- * Select RFP Number ***JFSR1213118003***;
- * Click the “Submit an Inquiry” Button to ask a question about the RFP; and,
- * Follow the instructions to send an e-mail question.

Questions about this RFP must reference the relevant part of this RFP, the heading for the provision under question, and the page number of the RFP where the provision can be found. The potential vendor must also include the name of a representative of the potential vendor, the company name and business phone number. ODJFS may, at its option, disregard any questions which do not appropriately reference an RFP provision or location, or which do not include identification for the originator of the question. ODJFS will not respond to any questions submitted after **8:00 a.m.** on the date the Q&A period closes.

ODJFS responses to all questions asked via the Internet will be posted on the Internet website dedicated to this RFP, for reference by all potential vendors. Potential vendors will not receive personalized or individual e-mail responses. Clarifying questions asked and ODJFS responses to them comprise the “ODJFS Q&A Document” for this RFP. If possible, ODJFS will post an interim Q&A Document, without identifying the vendors asking questions, as well as the final version (in which all vendors that posed questions will be identified). ODJFS strongly encourages vendors to ask questions as early as possible in the Q&A period so that interim answers can be posted with sufficient time for the possibility of vendors’ follow-up questions.

Vendor proposals in response to this RFP are to take into account any information communicated by ODJFS in the Final Q&A Document for the RFP. **It is the responsibility of all potential vendors to check this site on a regular basis for responses to questions, as well as for any amendments or other pertinent information regarding this RFP.**

Accessibility to the ODJFS Q&A Document will be clearly identified on the website dedicated to this RFP, once that document is made available.

IMPORTANT: Requests from potential vendors for copies of previous RFPs, 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. PRRs submitted in accordance with directions provided in Section 2.3, Communication Prohibitions, will be honored. Please refer to Section 2.3, 5. for contact information in submitting a PRR. The posted time frames for ODJFS responses to Internet questions for RFP clarification do not apply to PRRs.

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

use its discretion in deciding whether to provide answers. Interested vendors should also refer to RFP Section 1.5, Time Frames and Funding Source, for related information.

There is an established time period for the Vendor Q&A process (see Section 2.1, Anticipated Procurement Timetable, above). ODJFS will only answer those questions submitted within the stated time frame for submission of vendor questions, and which pertain to issues of RFP clarity, and which are not requests for public information. ODJFS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

* Should vendors experience technical difficulties accessing either the ODJFS website where the RFP and its related documents are published, they may contact ODJFS Contracts & Acquisitions, RFP/RLB Unit, at (614) 728-5693 for guidance.

2.3 Communication Prohibitions

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

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section 2.2, Internet Q&A Period;
2. As necessary in any pre-existing or on-going business relationship between ODJFS 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 ODJFS, which ODJFS deems necessary in order to make a final selection;
4. If it becomes necessary to revise any part of this RFP, ODJFS will post those revisions, amendments, etc., to the website dedicated to this RFP;* and
5. Any Public Records Request (PRR) made through the ODJFS Office of Legal & Acquisition Services.

* **Important Note:** Amendments to the RFP or to any documents related to it will be accessible to interested 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. ODJFS may not specifically notify any vendor of changes or announcements related to this RFP except through the website posting. It is the affirmative responsibility of interested vendors to be aware of and to fully respond to all updated information posted on this web page.

ODJFS is not responsible for the accuracy of any information regarding this RFP that was 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 **ODJFS** using one of the mechanisms provided for in **Sections 2.2, Internet Question and Answer 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 ODJFS 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 ODJFS in strict accordance with proposal submission instructions provided in **Section 5.1, Proposal Submission Information.**

2.4 **Program Resource Library**

ODJFS recognizes that the vendors may not be familiar with some of the documents referenced in this RFP. ODJFS has created a Program Resource Library which may be reviewed by vendors by accessing the documents by clicking on the provided links.

1. **Ohio Medicaid Precertification Manual**

<http://permedion.com/>

select Ohio Medicaid; go to Pre-cert manual updated 1/27/10

2. **Ohio Medicaid Reports**

<http://jfs.ohio.gov/ohp/reports/ohMedRpts.stm>

The Ohio Medicaid Reports will provide the vendor with background information about the Ohio Medicaid program.

3. **Completed Health Care Quality Studies**

Copies of recently completed health care quality studies have been included for further understanding of the scope and range of this aspect of the program. (Documents can be accessed at <http://www.jfs.ohio.gov/rfp/R67070038/index.stm>. Click on respective attachment)

Examples-

- The Dispositions of Unused Medications in Nursing Facilities Study - Phase 1 (see Attachment R)
- The Dispositions of Unused Medications in Nursing Facilities Study - Phase 2 (see Attachment S)
- Medication Use in Nursing Facilities Study see (Attachment T)
- The Adverse Drug Events and Emergency Department Visits and Subsequent Inpatient Service Use Among Patients Taking Selected Schedule 2, 3, and 4 Analgesics Study (see Attachment U)

4. **Ohio Administrative Code (OAC)**

Applicable OAC rules can be found at-

<http://www.jfs.ohio.gov/ohp/provider.stm>

Under Other Resources, choose e-manuals/legal services/ODJFS Ohio Administrative Code (OAC)/Chapter 5101:3 Medical Assistance

There is a drop down menu under “Table of Contents” OAC rules specific to hospital services can be found under OAC 5101:3-2

Specific rules referenced in this RFP include OAC 5101:3-2-40, entitled Precertification Review, and OAC 5101:3-2-07.13, entitled Utilization Control.

5. **General Information about the Ohio Medicaid Program**

The following links provide the vendor with general information about the Ohio Medicaid Program:

Medicaid Fact Sheets

<http://jfs.ohio.gov/ohp/bcps/FactSheets/index.stm>

Delivery Systems

<http://jfs.ohio.gov/ohp/consumer.stm>

6. 42 CFR 456.3 Statewide Surveillance and Utilization Control Program

http://www.access.gpo.gov/nara/cfr/waisidx_04/42cfr456_04.html

This link is provided for further information about federal requirements related to this program.

7. General information about HIPAA and EDI (can find both under first site):

<http://jfs.ohio.gov/ohp/infodata/hipaa.stm> and <http://jfs.ohio.gov/ohp/tradingpartners/info.stm>

SECTION III. VENDOR EXPERIENCE AND QUALIFICATIONS

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

3.1 Mandatory Vendor Qualifications

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

1. That the vendor is presently under contract with Medicare to perform utilization review or have received designation by the Centers for Medicare and Medicaid Services (CMS) as a Quality Improvement Organization (QIO) or QIO-like entity. Proposals from vendors who do not demonstrate the organization is a Medicare QI or QIO-like entity will not be considered.
2. That the vendor has staff proposed for the program with demonstrated quality improvement experience and knowledge of Medicaid programs and delivery systems. This means that the proposed staff has the following years of experience in each specified area:
 - a. Three years experience with Medicaid consumers, policies, data systems;
 - b. Five years experience with utilization review programs;
 - c. Three years experience with quality assessment and improvement methods; and
 - d. Three years experience with research designs, methods and statistical analysis.
3. The Medical Director who will act as both Medical Director and Principal Clinical Coordinator for the program. The Medical Director will be expected to provide medical oversight and clinical leadership in the development and execution of health care quality improvement efforts involving physicians, hospitals, and managed care plans. A minimum of five (5) years prior medical or administrative experience is required.
4. The Project Leader who will oversee the start-up and ongoing operation of the proposed program. The Project Leader must have the ability to operate independently; The Project Leader must have a Bachelor's Degree in business, health administration, management, or public health. The minimum qualifications include five (5) years experience in a lead position in a quality and utilization management program, including the two (2) most recent years in health care management. The Project Leader must also have two (2) years experience in fiscal management.

5. Five (5) years experience in performing data exchanges of claim information with government or private companies.
6. Five (5) years experience with applying federal, state or private industry rules, regulations and/or policies to healthcare claims for the identification of improper payments.
7. Two (2) years experience participating in an appeal process.
8. The vendor has or will establish an office in Ohio.
9. The proposal must be submitted to the specified ODJFS location by the deadline for proposal submission established in Section 1.5, Anticipated Procurement Time Frames.
10. The vendor may not be listed on the Auditor of State's website as a party excluded from contracting with ODJFS by O. R.C. § 9.24 for an unresolved finding for recovery.

Any vendor whose proposal fails to demonstrate that the vendor meets all the above experience and qualifications requirements will be disqualified from any further consideration for contract award. Vendors that meet these requirements will be evaluated for how well or to what degree the requirements are met, and for the clarity and thoroughness of the response.

Vendors which do not meet ALL the above experience and qualifications will be disqualified from further consideration for contract award.

3.2 Organizational Experience and Capabilities

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

Proposals must document:

- A. Document background of the organization, and current and historical data regarding organizational structure, size, and operations in Ohio and the United States.
- B. Describe the organization's experience and familiarity in working with large state, federal and/or local government agencies.
- C. The total number of years of experience the vendor has had working with state Medicaid programs. Display both the total number of corporate years and the total number of staff years, separately.
- D. Examples of any documents related to similar programs that have been prepared for state Medicaid agencies or other purchasers, regulators, and health care systems to explicitly and consistently measure and evaluate the quality of care delivered; and include program design, development and implementation. Previous experience related to the delivery of health care services in certain quality-of-care areas identified in the RFP scope of work is of particular interest. Provide the following information about similar programs for at least three (3) but no more than five (5) entities in the past ten (10) years;

1. Company name and address;
2. Contact person and phone number;

3. Program name and time span; and
 4. Detailed descriptions of the scope of services provided that relate to the requirements of this RFP. In this description, include qualifications which each reference can confirm.
- E. Identify at least three (3) but no more than five (5) state programs in which the vendor has undertaken activities in support of major policy development for the health care delivery system, including technical assistance related to quality assurance/improvement program evaluation and development. Previous programs related to the delivery of health care services are of particular interest. For each state program, identify as succinctly as possible:
1. The length and dates of the contract;
 2. The staff allocated;
 3. The work undertaken, and;
 4. The deliverables produced.

Specify whether or not all deliverables described in the contract's scope of services were produced and provide a contact person for the state agency who has knowledge of the work performed for that respective state.

- F. Describe experience conducting precertification, special reviews and retrospective reviews of hospital services. Description should include information about desktop reviews, on-site reviews, forms or software used to review hospital claims, and reporting of results. Please describe organizational experience in detail regarding the following:
1. A description of sampling methodologies used for precertification, special reviews and retrospective reviews, including a description of how the methodologies were developed;
 2. Rate of return realized on reviews; and
 3. Experience in modifying review targets to fit changes in healthcare practice.
- G. Describe experience conducting focused quality of care studies according to principals of sound research design and using appropriate statistical analysis. The proposed vendor should provide examples of studies previously performed, as well as demonstrating their statistical and analytical capacity for conducting studies, including the capacity to:
1. Design and use complex sampling methods, including the use of appropriate statistical analysis of complex sample designs;
 2. Evaluate the use and costs of medical procedures and therapies;
 3. Assess the appropriateness of various care settings;
 4. Assist in the design or evaluation of the efficacy of interventions to change patient or provider behavior; and
 5. Contribute to the development of systems for coordinating care across settings in innovative ways.

Additionally, the vendor should identify the response rates (percentage of requested records that were obtained from providers) in similar programs it has conducted in the past, including a description of any innovative techniques used to maximize provider response rates.

- H. Provide a statement that the vendor has the capacity to maintain the large data files provided by ODJFS, and that the organization will use the appropriate software to assure successful file exchange with ODJFS. Show that the vendor will be able to receive data from the ODJFS via a FTP Internet download and/or any other means as notified. Additionally, the vendor must demonstrate capacity to receive data in a timely fashion and maintain reasonable access to it at all times. The following standards apply:
1. Reasonable access means the ability to retrieve all data in a batch processing mode so that analytical processing can be completed within 24 hours. Note that this is a minimum standard which should be applied to complicated analytical processes involving multiple large data sets over multiple years. Less complicated processes using smaller data sets should be able to be completed in less time.
 2. Receiving data in a timely fashion means being able to provide reasonable access to monthly updates within 48 hours of receipt of the data.
 3. That security protocols, as required, are employed; and
 4. A disaster recovery plan is in place.
- I. Provide a description of the vendor's computer system, including:
1. The type and location of hardware;
 2. Capacity/unused capacity/upgradeability of storage media;
 3. Network hardware, software, and system design;
 4. Internet access speed;
 5. Software used for database management, analytical processing, and any processes associated with precertification, special reviews and post payment review;
 6. Standard software used on desktop; and
 7. Include any software that is compatible with ODJFS software
- J. Provide a description of the vendor's computer support personnel, including an organization chart, number of staff, and qualifications of staff. Additionally, the vendor should identify staff or entities that have access rights to information systems, as well as the process followed to screen the individuals and limit access to these files.
- K. Provide assurance that the vendor will be able to receive data from the ODJFS on the following media:
1. Cartridge Tape (36 tracks, compressed). Note that a single file may span multiple cartridge tapes; or
 2. FTP Internet download; or
 3. The vendor will have a secure VPN process in place where they will be able to log-in and download their files.
 4. With the introduction of MITS a tape cartridge will no longer be used; the vendor will have direct access to the payment system to run data reports.
- L. Provide a list of databases used for current or past programs similar in size or scope to this program. Indicate experience in using Medicaid, Medicare, or private sector health care administrative databases. Describe the largest comparable database used.
- M. Provide written assurance to ODJFS that it either uses or will acquire appropriate software to assure that the files exchanged will be accessible by ODJFS approved software. Presently, ODJFS uses the

Microsoft Office XP and SAS statistical software. Other software packages will be approved so long as ODJFS prior approval is obtained.

- N. Provide evidence that the vendor has or will establish an office in Ohio. Note: Vendor must have a physical presence/office in Ohio in order to be available for on-site meetings with ODJFS.

3.3 Staff Experience and Capabilities

The interested vendor should provide resumes to include at a minimum: education, certification, licenses, years and experience (in the areas described in Section IV, Scope of Work and Specifications of Deliverables of this RFP) of key staff expected to work on the project.

- A. The Medical Director: Each vendor must employ a minimum of one full time equivalent (FTE) medical director and arrange for an alternate when the FTE is unavailable for extended periods. The FTE medical director must be composed of either an Ohio Doctor of Medicine or an Ohio Doctor of Osteopathy who has relevant work and educational experience. More than one individual's time cannot be combined to meet the FTE minimum. A minimum of five (5) years prior medical or administrative experience is required.

Primary duties include:

- Providing the clinical expertise and judgment to understand Medicaid policy;
 - Serving as a source of medical information to provide guidance in questionable review situations;
 - Recommending when provider education, system edits or other corrective actions are needed or must be revised;
 - Manage quality assurance procedures;
 - Keeping abreast of medical practice and technology changes that may result in improper billing or program abuse;
 - Participate in ODJFS presentations to providers and associations
- B. The Project Leader who will oversee the start-up and ongoing operation of the proposed program, to liaise between the vendor and ODJFS. The Project Leader must have a Bachelor's Degree in business, health administration, management, or public health. The minimum qualifications include five (5) years of experience in a lead position in a quality and utilization management program, including the two most recent years in health care management.
- C. Other staff considered key should be identified by position and by name. This should include the number of executive, professional and clinical personnel who will be involved in the work. The key personnel should have experience with health care consumers, health care policies, health care data systems, utilization review programs, quality assessment and quality improvement methods.
- D. In addition, the vendor must submit general job descriptions/requirements of other staff persons to be assigned to this program, which may include:
1. Medical record extractors
 2. Review nurses
 3. Physician reviewers
 4. Data processors
 5. Data analysts

6. Registered Health Information Administrator (certified medical coder)
7. Information Systems Manager

ODJFS must approve any replacement of the Medical Director, Project Leader, or other key staff members (as designated by ODJFS) who carry out the project. ODJFS reserves the right to disapprove a key staff member's replacement if it determines the minimum education and experience requirements are not met.

Important: It is the affirmative responsibility of the vendor submitting a proposal to remove all personal confidential information (such as home addresses and social security numbers) of vendor staff and/or of any subcontractor and subcontractor staff from resumes or any other part of the proposal package. Following submission to ODJFS, all proposals submitted become part of the public record. **ODJFS reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information.**

SECTION IV. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES

4.1 Scope of Work

The selected vendor for this program will be required to implement and manage a statewide quality and utilization control program. Specifically, the selected vendor will be required to conduct focused clinical reviews, manage a retrospective review program, manage a precertification and special review program, conduct provider education, and provide technical assistance to ODJFS. The selected vendor should have knowledge of the Medicaid population, expertise in developing a comprehensive plan for utilization control, and capability for data management and reporting. Additionally, vendor proposals submitted in response to this RFP must reflect the vendor's understanding of, and commitment to, perform this Scope of Work fully. The selected vendor will be responsible for the deliverables as described in Section 4.4, including all preparatory and intervening steps, whether or not ODJFS has explicitly specified or delineated them within the RFP. In developing their proposals, all vendors must fully and appropriately plan and cost out their proposed programs, including all necessary preparatory and intervening steps.

The following responsibilities should be applied:

Medical Reviews

- Oversight of all physician reviewer activities (recruiting, training, and supervising);
- Oversight of medical record reviews and appeals;
- Provide medical expertise and guidance on criteria interpretation and other professional issues;
- Respond to calls or correspondence from physicians and providers; and
- Manage quality assurance procedures.
- Manage of the implementation and operation of the utilization management plan, which encompasses prospective pre-admission reviews, special reviews and retrospective review of services provided in a hospital setting, and

Quality and Utilization

- Manage of the program's Quality of Care Studies, which involves collaboration with ODJFS in the development of study design and methodology, coordination of the study analysis, and dissemination of study findings;
- Research and sampling design of studies, including clinical measurement;
- Assure that the studies take into account existing clinical practice guidelines, as well as, other previous clinical studies using the same research techniques or performed in the same clinical areas;
- Assure that the studies are designed to meet the objectives and answer the research questions agreed upon with ODJFS;
- Oversee the implementation of the study, analysis and report production; and
- Present the results of the study to ODJFS and other forums upon reasonable request.
- Assure that the sampling design meets agreed upon confidence intervals and that sampling weights are constructed consistently with the complexity of the sampling design;
- Determine which statistical tests are used in analysis of the data and assuring that they are used appropriately;
- Participate in the development of abstracting and survey tools, training of abstractors and surveyors and overseeing tests of inter-rater reliability.

Data Base Management

- Create, maintain and update ODJFS and other databases used as a part of the contract;
- Assure that the vendor receives data in a timely fashion; and
- Maintaining reasonable access to data for analytical purposes.

4.2 Administrative Structures—Proposed Work Plan

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

- A. State the key objectives of the proposed project. [NOTE: Vendors are advised to refrain from simply restating the objectives as identified in Section 1.4 of this RFP.];
- B. Provide a technical approach and work plan to be implemented. This includes a proposed timeline for the project;
- C. Provide a status reporting procedure for reporting work completed, and resolution of unanticipated problems;
- D. Provide a current organizational chart (including any subcontractors) and specify the key management and administrative personnel who will be assigned to this project; and
- E. Provide a timeline for each component of the scope of work and the project overall including the staff hours for personnel involved. Include a Table of Organization (including any subcontractors) and a chart showing the number of hours devoted to the project by vendor or

sub-contractor staff. The vendor must provide the percentage of time each key management person will devote to the project.

4.3 Specifications of Deliverables

This section sets forth the activities and deliverables which will be required of the selected vendor under the contract expected to result from this RFP. In order to receive consideration for contract award, all aspects of the services described in this section must be addressed in the vendor's technical proposal. The vendor must provide a detailed description of how it will define and perform each of the deliverables, and, if applicable, will develop and manage services performed under any and all subcontracting arrangements. Vendor responses should correspond to the appropriate deliverables. The major categories of activities and deliverables in this section are as follows: The contracted services shall include, but may not be limited to, the following areas:

- A. Focused Reviews
- B. Precertification/Special Review Program
- C. Retrospective Review Program
- D. Reporting and Analysis
- E. Health Care Studies
- F. Provider Education
- G. Technical Assistance
- H. Data Management

Technical Proposals must indicate how, if awarded the ODJFS Institutional Quality and Hospital Utilization Review contract, they will perform and/or supply, at minimum, the following:

A. Focused Reviews

The selected vendor will conduct focused reviews as needed for institutional based care. Such focused reviews of specific providers will be determined by ODJFS. Focused reviews allow ODJFS the opportunity to take a closer look at issues that may arise out of the precertification review program, retrospective review program, quality of health care studies, or come to the attention of ODJFS through any number of sources (e.g. consumer complaint, legislative inquiry, ODJFS Surveillance and Utilization Review Section (SURS), or other program integrity initiatives). An example of a focused review that may be required of the selected vendor would be a provider that resubmits a large number of claims with codes that have been upgraded, to determine if a problem exists with that provider or a "bill audit" may be performed to compare the medical record to the services/charges submitted on the claim.

The methodology used for focused reviews must fulfill ODJFS' Medicaid utilization management objectives, and permit focused reviews of either a physician or an institution. The selected vendor will be required to participate in designing focused review projects through data analysis, targeting, and sampling. The size and scope of the focused reviews will vary depending on the nature of the issue necessitating the review.

B. Precertification/Special Review Program

The selected vendor will develop a plan for utilization management that emphasizes prospective reviews for services and/or admissions provided in the hospital (inpatient and outpatient) setting. The plan should include a mechanism to review services that can be performed for non-medically necessary purposes to determine that the procedure is medically necessary. The plan should also include a

mechanism to determine the most appropriate location of care. The goal of the precertification program is to use prospective solutions to avoid inappropriate patterns of utilization.

All reviews must be conducted in accordance with the OAC rule 5101:3-2-40 (*see also Vendor's Library*), which describes the precertification review process for hospital services. The reviews must also meet applicable federal guidelines, and should reflect ODJFS' program integrity initiatives by ensuring appropriate utilization of hospital services. All reviews must include the use of Ohio-based physicians to ensure practice patterns within Ohio are taken into consideration, where appropriate. ODJFS expects the selected vendor to conduct continuous data analysis to monitor and update the precertification program.

To implement and manage the Precertification Review Program, the selected vendor will be required to:

1. Develop the methodology and criteria that will be used to select procedures and/or admissions;
2. Select the medical criteria used to determine appropriateness of the procedure and/or admission;
3. Train Medicaid providers, ODJFS staff, and contractor/sub-contractor staff on the precertification review program;
4. Maintain a reporting mechanism that meets notification requirements described in OAC rule 5101:3-2-40;
5. Monitor and provide suggested updates to the program to ensure that appropriate procedures and/or admissions are reviewed;
6. Develop and implement procedures for all precertification review denials in accordance with OAC rule 5101:3-2-40, including documentation of all reasons for denials or subsequent reversals of determinations.
7. Develop a plan for and participate in hearings when precertification denials are appealed.

Special Reviews: The selected vendor will conduct all reviews in accordance with the OAC rules 5101:3-2-03 Conditions and Limitations and 5101:3-1-31, which describes the Special Review/Prior Authorization program. All reviews must include the use of Ohio-based physicians to ensure practice pattern within Ohio are taken into consideration. To implement and manage the Special Review Program, the selected vendor will be required to:

1. Develop the methodology and criteria that will be used when a provider requests prior authorization.
2. Select the medical criteria used to determine appropriateness and medical necessity of the request.
3. Train Medicaid providers, ODJFS staff, and contractor/sub-contractor staff on the prior authorization program.
4. Maintain a reporting mechanism that meets notification requirements described in OAC rule 5101:3-1-31 and 5101:3-2-03.
5. Develop and implement procedures for all prior authorization review denials, including documentation of all the reasons for denials.
6. Develop a plan for and participate in hearings when prior authorizations are appealed.

C. Retrospective Review Program

The selected vendor will develop a plan for utilization management that includes post-payment reviews for services and/or admissions provided in the hospital (inpatient and outpatient) setting. At a minimum the total number of reviews per month should be 1,500.

All reviews must be conducted in accordance with OAC rule 5101:3-2-07.13, which describes utilization control policies for hospital services (*see also Sec. 2.4, Vendor's Library*). Reviews should also meet applicable federal guidelines, and should support ODJFS' program integrity initiatives to ensure appropriate utilization of hospital services. All reviews must include the use of Ohio-based physicians to ensure practice patterns within Ohio are taken into consideration, where appropriate.

To implement and manage the Retrospective Review Program, the selected vendor will be required to:

1. Develop the methodology and criteria used to select procedures and/or admissions; (Note: Selection criteria must address provider incentives likely under a prospective payments system, such as, medical necessity of admission, discharge/transfer decisions, and accuracy of coding. Include in the program a mechanism that verifies that the services were performed in the most appropriate location;
2. Include in the program a mechanism to verify that information given during the precertification process was accurate;
3. Select the medical criteria used to determine appropriateness of the procedure and/or admission;
4. Incorporate participation in the provider appeal process as described in OAC rule 5101:3-2-07.12
5. Train Medicaid providers, ODJFS staff, and contractor/sub-contractor staff on the retrospective review program;
6. Maintain a reporting mechanism that meets the notification requirements of OAC rule 5101:3-2-07.13;
7. Develop a process for addressing quality of care findings, including quality of care findings based on Centers for Medicare and Medicaid Services (CMS) Quality Screens;
8. Monitor and provide suggested updates to the program to ensure that appropriate procedures and/or admissions are reviewed; and
9. Ensure that reviews support quality of care studies and the precertification program plan described in this section.

Retrospective reviews will primarily be focused on inpatient care, and the sampling methodology will need to be updated to take into account changes in trends in the insurance market and in utilization trends.

D. Reporting and Analysis

In order to monitor and evaluate utilization of medical services in the Medicaid population, various reports will be required from the selected vendor. These include, but are not limited to, activity reports related to the **precertification and special review program** and the **retrospective and quality review program**. The accuracy of all reports must be verified by the contractor prior to submission to ODJFS. The contractor is responsible for developing and implementing all reports.

All reports must be submitted within thirty days of the end of the reporting period unless an alternate time frame has been established by ODJFS in writing. Reports must be submitted electronically, but also be available in hard copy form. Reports should be accurate and complete.

The following mandatory reports are required for the **Precertification/Special Review Program**:

1. A monthly report summarizing work completed. At a minimum, the report must include the total number of cases completed, the number of cases recommended, the number of cases referred to physician advisors, and the outcome of precertification/special review.
2. Initial precertification/special review determinations issued on a monthly basis.
3. A monthly report detailing work completed including specific information related to individual cases.
4. A monthly report documenting reconsiderations of initial adverse decisions and the reconsideration outcomes.

The selected vendor is encouraged to identify and develop additional reports needed to monitor utilization of medical services by the Ohio Medicaid population.

The following mandatory reports are required for the **Retrospective Review Program**:

1. A monthly retrospective review schedule and a frequency report identified by specific providers.
2. A monthly report summarizing work completed including the total number of cases denied by review category and the dollars associated with these categories.
3. Initial adverse retrospective review decisions issued on a monthly basis.
4. A monthly report detailing work completed including specific information related to individual cases.
5. A monthly report finalizing all review activity for a specific review month after the appeal deadline has been reached.
6. A report of utilization approvals issued on a quarterly basis.
7. A monthly report detailing all ODJFS systems issues identified by the selected vendor.
8. A monthly report that details sample selection methodology.

Reports of quality concerns, using processes established by Medicare for quality screens and levels include:

1. Initial and final quality concerns issued on a monthly basis.
2. Quarterly report demonstrating trends.

The selected vendor is encouraged to identify and develop additional reports needed to monitor utilization of medical services by the Ohio Medicaid population.

E. Health Care Studies

In keeping with ODJFS' ongoing strategy to improve the value of health care purchased for stakeholders of Ohio Medicaid, the selected vendor will produce, in each fiscal year of the contract, four (4) studies which support efforts towards increasing quality of care, improving beneficiary access, and reducing costs. Specific study topics to be assigned to the selected vendor. The number of studies in a given year is negotiable depending on the scope of each study, and may be modified through a joint agreement between the selected vendor and ODJFS depending on research needs and scope.

The contractor may be required to conduct studies, share tools, or coordinate analysis with other ODJFS contractors. Clinical outcomes based studies used to evaluate the quality of care delivered to Medicaid managed care plan enrollees and to compare outcomes by MCP will be developed and performed.

The selected vendor may work with current and historical FFS claims as well as managed care encounter data. The selected vendor is expected, where necessary, to retrieve medical records for analysis, or survey individual patients about their outcomes. ODJFS will compare the results of quality reviews and coordinate improvement activities across delivery systems (managed care and fee-for-service). The studies will be supportive of ODJFS' overall health care quality improvement strategy. For each of the health care studies, the selected vendor is expected to make recommendations to ODJFS which include:

1. Prospective solutions to identified patterns of inappropriate utilization of Medicaid services;
2. Methods to identify/screen appropriate and inappropriate utilization of health care services through the use of provider profiling measures of claims data;
3. Suggestions for effectively incorporating study findings into ODJFS' quality improvement strategy, thereby furthering ODJFS' efforts as prudent purchasers of health care services; and
4. Recommendations for defining and measuring improvement in utilization, clinical decision making, and clinical outcomes as a result of implementing these solutions. These solutions must proactively involve the education and cooperation of the provider community.

The selected vendor is responsible for developing a plan for health care studies and necessary follow-up.

Data Collection and Sampling

The source of data for the health care studies will be medical records, administrative data, surveys, or a combination of the three. Eligibility data, fee-for-service claims data, and managed care encounter data will be provided by the ODJFS to the selected vendor. The selected vendor will be responsible for transferring necessary data to its own systems for data analysis.

The selected vendor will sample the administrative data for the health care studies to determine which medical records to request, will request the records from institutional and physician providers, and then will abstract the data needed to complete the study from the records. Depending on the number of records requested from a provider, the selected vendor will either review the records at the provider's site or will review copies of the records sent by mail (secure mail or fax).

The *data collection and sampling performance standards* are:

1. Obtaining from providers no less than 80% of the medical records that were selected as part of the sample;
2. Achieving an inter-rater reliability score, as measured by Cohen's Kappa or another measure appropriate to the data, of no less than 0.7 (95% confidence interval);
3. Submitting a final report for each study area to ODJFS no later than 30 days after the due date that was established by ODJFS in conjunction with the selected vendor;
4. Submitting a complete report for each study area to the ODJFS which addresses each of the topics identified by the ODJFS for inclusion in the report and each other topic that

is important to understanding the background, methods, results, and limitations of the study.

The selected vendor is required to use qualified surveyors, provide training to the surveyors in data abstraction, and measure inter-rater reliability. The selected vendor is responsible for selecting a sufficient sample of medical records and provider sites to assure valid studies. The expected statewide and sampling subgroup confidence interval for the studies is 95 percent.

F. Provider Education

The selected vendor will be required to develop educational materials and conduct provider education seminars at various times during the contract period. The current pre-admission certification process is subject to ongoing monitoring. The selected vendor will be expected to provide any necessary clinical criteria in support of changes made to the current program, in addition to communicating the changes to the provider community through educational seminars and mailing educational materials to providers.

The selected vendor is also responsible for educating the provider community regarding prospective changes to the utilization review program resulting from the identification of inappropriate utilization of Medicaid services through the post payment and focused review processes. This educational opportunity may be through a seminar or through the development of an Ohio Medicaid institutional utilization review program provider newsletter.

Ongoing updates regarding the operations of the Institutional Utilization Review program will be communicated to the provider community through periodic provider newsletters. The selected vendor will be expected to develop and regularly produce provider newsletters throughout the contract period with input from the contract administration team.

The selected vendor is responsible for developing:

- A detailed concept for the newsletter (including frequency, length, focus, etc.); and
- A plan to address provider education that incorporates utilization management activities and quality of care studies, and documented impact from provider education.

G. Technical Assistance

ODJFS is structured to operate as a matrix organization to provide flexibility needed to respond to and act in an external environment that remains highly volatile, both at the level of federal policy and within the health care marketplace. ODJFS conducts much of its program development and reform activities through teams made up of staff from both policy and operational bureaus. The pace of change in health care, social services and in state/federal and state/local relationships makes organizational flexibility and “out of the box” thinking a critical success factor. This flexibility and creativity is enhanced through teamwork.

The selected vendor will be expected to provide at a minimum 500 hours of technical assistance per year to policy and operational units within ODJFS. This work will primarily involve clinical expertise and guidance, as needed, in support of policy development and operational functions. Examples of technical assistance work may include, review of new or existing procedure codes for a recommendation on the appropriate setting (inpatient or outpatient), guidance on medical coding questions, or assistance in developing clinical screens to be used by ODJFS to make coverage determinations for services that

require hospitalization (e.g. procedures related to the treatment of obesity). In addition the selected vendor will be required to:

1. Develop and implement a review program that allows Ohio to enforce and comply with the federal requirement in the health care reform act.
2. Have the ability to analyze issues about hospitals/other health care services delivery and implement tools to detect the presence of Health Care Acquired Conditions (HCAC), and recommend action to the state to not pay for such services.
3. Support the state's efforts at implementing a more automated editing process in the claims processing system.
4. Develop and implement a review program to enhance the states ability to remain compliant with non-payment for HCAC after an automated editing process has been implemented in the states claims processing system.

H. Data Management

1. Data Processing

ODJFS will provide data to the selected vendor in order to carry out the functions of the contract. Data to be provided may include:

1. FFS claims data
2. MCP encounter data
3. Medicaid eligibility data
4. Long term care Minimum Data Set (MDS) data
5. Medicaid provider files
6. MCP primary care provider (PCP) database
7. Medicaid procedure, drug, and diagnosis reference files
8. Cartridge Tape (36 tracks, compressed). Note that a single file may span multiple cartridge tapes; or
9. FTP Internet download; or
10. The vendor will have a secure VPN process in place where they will be able to log-in and download their files.
11. With the introduction of MITS a tape cartridge will no longer be used; the vendor will have direct access to the payment system to run data reports.

The selected vendor will be responsible for maintaining reasonable access to data at all times and for receiving this data in a timely fashion. The following standards apply:

- ***Reasonable access*** means the ability to retrieve all data in a batch processing mode so that analytical processing can be completed within 24 hours. Note that this is a minimum standard which should be applied to complicated analytical processes involving multiple large data sets over multiple years. Less complicated processes using smaller data sets should be able to be completed in less time.
- ***Receiving data in a timely fashion*** means being able to provide reasonable access to monthly updates within 48 hours of receipt of the data.

To ensure successful data management, the selected vendor must develop a plan and timetable for initial data base design and set-up of historical and initial reference files, and provide a description of how the data bases will be set up and accessed for use by the vendor in carrying out the contract.

2. Precertification Information

In conducting precertification services for ODJFS, the selected vendor may be required to provide claims information electronically to be used by ODJFS for claims processing. Information provided must include, at a minimum, recipient name, recipient billing number, provider name, provider number, procedure code (CPT if outpatient, ICD9 if inpatient), and date of precertification. Additional information may be requested by ODJFS. Claims information must be provided in a format that is compatible with ODJFS claims processing systems. The selected vendor must provide a design description of the method the selected vendor plans to use to provide ODJFS with claims information on precertification. (MITS)

3. Security/Confidentiality

The selected vendor will have access to a significant amount of records regarding the access and use of medical services in Ohio by individual consumers. The consumers of Medicaid services are entitled to rights of privacy. Misuse of this information may be cause for immediate termination of the contract and the organization may face additional legal action by either ODJFS or by those impacted by the misuse.

As a contractor to ODJFS, all personnel having access to these records must sign a standard ODJFS security agreement indicating understanding and consent in maintaining the confidentiality of these files. The contractor will be required to implement and maintain security measures designed to protect the electronic and paper files of a confidential nature (firewalls, locked rooms, etc.).

Please see Section 8.14 of this RFP for additional information related to the Health Insurance Portability & Accountability Act (HIPAA).

4. Software Compatibility and Claims DATA Information

The selected vendor and ODJFS will be exchanging many electronic files. In submitting these files to ODJFS, the selected vendor must be able to provide these submissions in the file type requested in order to be read by ODJFS computers.

In accordance with the HIPAA, ODJFS currently processes most claims using Electronic Data Interchange (EDI) transactions. As ODJFS continues to implement EDI transactions, the selected vendor will be required to have the capacity to accept and transmit claims in HIPAA-compliant standards. Additional information about the HIPAA and EDI can be found at the following website: <http://jfs.ohio.gov/ohp/tradingpartners/info.stm> (See also Section 1.8).

ODJFS is currently in the process of developing business requirements for a new Medicaid Information Technology System (MITS), to replace the current claims processing system. The selected vendor will be expected to comply with requests for data or changes in software capabilities to accommodate MITS development and implementation, with no additional cost to the State.

5. Data Products of Contract

The description of the reports to be accomplished for this program has already been provided. The following information is a general description regarding the technical (production) aspects of these deliverables:

- The selected vendor is to provide paper copies of the reports upon request from ODJFS;
- Each report must also be provided to ODJFS in two electronic forms. One shall be in an ODJFS software approved format (presently Microsoft Office). The second shall be 'Net-ready.' This should be in an Adobe Exchange format (.pdf) with indexes so that it may be placed on the ODJFS website;
- Copies of all analytical data files used must be submitted upon request from ODJFS; and
Copies of all programs written to analyze the data must also be submitted upon request from ODJFS.

4.4 Selected Vendor Compensation Structure

The vendor shall submit a monthly invoice by the tenth (10) of each month to ODJFS for activity in the previous calendar month.

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 ODJFS. No additional fees or costs of any sort will be paid under this contract.

SECTION V. PROPOSAL FORMAT & SUBMISSION

5.1 Proposal Submission Information

ODJFS 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 be comprised of:

- **Five** paper copies (**one signed original** and **four** 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 the vendor's disqualification. In the event of any discrepancies or variations between copies, ODJFS 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** paper copies (**one signed original** and **four** copies) and one CD-ROM copy of the Cost Proposal.

The vendors' total proposal submissions (both the technical and cost proposals in all required copies) must be received by ODJFS complete no later than 3:00 p.m. on **April 4, 2011** Faxes or e-mailed submissions will not be accepted. **Proposals must be addressed to:**

**Contracts & Acquisitions
Ohio Department of Job and Family Services
30 East Broad Street, 31st Floor
Columbus, Ohio 43215-3414
ATTN: RFP/RLB Unit**

Vendors' original technical and cost proposals must contain all the information and documents specified in Section 5.2, "Format for Organization of the Proposal." All copies (both paper and CD-ROM) of the original proposal must include copies of ALL information, documents, and pages in the original proposal.

All copies (both paper and CD-ROM) of the original proposal must include identical copies of ALL information, documents, and pages in the original proposal. The entire vendor proposal should be converted into one single secure .pdf document saved to the CD-ROM submitted to ODJFS. If the proposal's size necessitates more than a single .pdf document to contain the entire proposal, vendors must still send the CD-ROM copy of the proposal, but use the fewest separate .pdf documents possible. The hard-copies and the CD-ROM must be clearly labeled with the vendor's name, submission date, and the name and RFP number for this project.

The requested CD may be used in the formal proposal review processes, and will be used by ODJFS for archiving purposes and for fulfillment of Public Records Requests, and failure to include or to properly label it may, at ODJFS discretion, result in the rejection of the vendor from any consideration.

Along with the Technical proposal, the vendor must submit the Cost Proposal in a separate, sealed envelope/package labeled: **"NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR HOSPITAL UTILIZATION MANAGEMENT SERVICES, RFP: JFSR-1213-11-8003 SUBMITTED BY [VENDOR'S NAME HERE]."**

The CD-ROM copy of the Technical Proposal must include all components of the technical proposal, including any required or voluntary attachments to it. 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 CDs will be used by ODJFS for archiving purposes and for fulfillment of Public Records Requests, and failure to include them or to properly label them may, at ODJFS 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 of the vendor's services) 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 included in any previous submissions, nor will they be considered. ODJFS is not responsible for proposals incorrectly addressed or for proposals delivered to any ODJFS location other than the address specified above. No confirmation of mailed proposals can be provided.

For hand delivery on the due date, vendors are to allow sufficient time for traffic incidents, downtown parking considerations, as well as for possible security checks at both the lobby of the Rhodes State Office Tower (address as stated above) and again on the 31st Floor. All proposals must be received **no later than the specified deadline, both time and date**, by the Contracts and Acquisitions (C&A), on the 31st Floor of the Rhodes Tower. Proposals may be submitted at any time prior to that deadline, during normal working hours, excluding weekends and state holidays. **ODJFS is not responsible for proposals delivered to any address other than the address provided above. No late proposals will be considered.**

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

5.2 **Format for Organization of the Proposal**

A. **Overall Proposal Organization**

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.**

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

Tab 2 Vendor Experience & Qualifications

Sub-Tab 2a. Mandatory Vendor Qualifications (Section 3.1)

Sub-Tab 2b. Organizational Experience & Capabilities (Section 3.2)

Sub-Tab 2c. Staff Experience and Capabilities (Section 3.3)

Tab 3 Scope of Work and Specifications of Deliverables

Sub-Tab 3a. Deliverable A

Sub-Tab 3b. Deliverable B

Sub-Tab 3c. Deliverable C

Sub-Tab 3d. Deliverable D

Sub-Tab 3e. Deliverable E

Sub-Tab 3f. (As need to address each Deliverable listed)

Tab 4 Administrative Structures—Proposed Work Plan

Tab 5 Vendor Attachments or Appendices (*for example, for required excerpts/samples of work products described in RFP Section 3.2*)

All pages in the Technical Proposal must be sequentially numbered, with the exception of Tab 1 contents.

NOTE: Vendors are required to submit **one additional CD-ROM copy** (using TWO CD-ROMs) of their entire proposal package in non-rewriteable CD format. One CD-ROM is to contain the complete Technical Proposal, including any required or voluntary attachments to it, and the other CD-ROM is to contain the Cost Proposal including any required or voluntary

attachments to it. **The CD-ROM containing the Cost Form must be submitted in the sealed envelope containing the hardcopy Cost Form.**

B. Technical Proposal Details

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

IMPORTANT: Any vendor Technical Proposals found to contain any prohibited cost information shall be disqualified from consideration. Prohibited cost information is defined as any dollar amounts which ODJFS might find indicative of the relative cost or economy of the proposed project. However, 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. Any prohibited cost information must be submitted with the separate, sealed project budget/Cost Proposal. The Technical Proposal is defined as any part of the vendor's proposal (either as required by ODJFS or sent at vendor's discretion, such as work plan, resumes, letters of recommendation, letters of cooperation from any subcontractors, etc.) which is not specifically identified by ODJFS as a required component of the separate, sealed project budget/Cost Proposal. Should a vendor feel it is important to include any documents containing such prohibited cost information in the technical proposal, the cost information in those documents must be made unreadable by the vendor before submission of the proposal to ODJFS.

1. (Tab 1) Required Vendor Information & Certifications

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

The signed original of **RFP Attachment A** is to be provided in the vendor's original proposal; photocopies of the completed and signed form must also be provided with each of the required copies.

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

In order to be acknowledged as a vendor with an Ohio presence (as described in RFP Section 8.24, Ohio Presence Consideration) the vendor must demonstrate in this Tab1

section of its proposal either that it currently has a physical presence in Ohio or has concrete plans for establishing a physical presence. Information to be presented includes the actual or proposed location of the vendor's presence, a description of the work to be performed at that location, and the number of its personnel to operate from the Ohio location. If the Ohio location is planned but not yet operational, an estimated implementation schedule should be provided.

**2. (Tab 2)
Vendor Experience & Qualifications**

a. Mandatory Vendor Qualifications (Sub-Tab 2 a.)

The vendor must include information on the mandatory experience of the vendor, as described in **Section 3.1**, of this RFP.

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

The vendor should include information on the relevant experience of the vendor including any subcontractors; and any prior experience relevant to this RFP, as described in **Section 3.2**, of this RFP.

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

Under this section the vendor is required to include resumes, education, experience, and list of related published works of all key personnel for this project, and describe any appropriate supplemental and support staff (including any subcontractors) to be involved, as described in **Section 3.3**, of this RFP.

**3. (Tab 3)
Scope of Work & Specifications of Deliverables**

This section should describe in detail how the vendor proposes to perform each tasks of the scope of work identified in Sections 4.1, Scope of Work and in Section 4.3, Specifications of Deliverables, of this RFP. The responses must address each element separately. Vendors should place their responses for each Deliverable identified in Section 4.3 behind separate sub-tabs as described above.

**4. (Tab 4)
Administrative Structures—Proposed Work Plan**

This section should describe in detail (in the order as outlined) the vendor's administrative structures as specified in Section 4.2, Administrative Structures—Proposed Work Plan of this RFP.

**5. (Tab 5)
Vendor Attachments or Appendices**

This section should, at a minimum, include excerpts/samples of work products described in RFP Section 3.2.

C. Cost Proposal

Four (one signed original and three copies) copies of the Cost Proposal must be submitted in a separate, sealed envelope, and labeled: **“NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR HOSPITAL UTILIZATION MANAGEMENT SERVICES, RFP: JFSR-1213-11-8003 SUBMITTED BY [VENDOR’S NAME HERE].”**

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 provide a group of individual prices for those services defined in Section 4.3 Specifications of Deliverables. Vendors are to use their professional comprehension of the effort required to perform those services and to offer to ODJFS its flat, all-inclusive fee for performing each. The prices offered in the vendor’s Cost Proposal will be the prices in effect throughout the contract period, including any renewal contracts, as described in Section 1.5, Time Frames & Funding Source, of this RFP.

Vendors are to use the format in **Attachment D, Cost Proposal Form**, to submit their cost proposal for SFYs 12, 13 (etc.) 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, ODJFS will consider only the dollar amounts displayed on the Cost Proposal Form.

In calculating their total proposed cost, vendors must consider cost resulting from each deliverable listed in Section 4.3 of this RFP, as well as all program costs, primary and incidental, necessary to complete all program activities (whether explicitly identified by ODJFS in this RFP or not).

D. IMPORTANT –DISQUALIFIERS FOR PROPOSAL ERRORS:

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

proposal any documents which contain such cost information, the cost information in those documents must be made unreadable by the vendor before submission of the proposal to ODJFS. Failure to follow these instructions will result in disqualification.

- Any trade secret, proprietary, or confidential information (as defined in Section 8.5 of this RFP/RLB) 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 ODJFS may at its option disqualify the vendor from any consideration.

SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

6.1 Scoring of Proposals

ODJFS will contract with a vendor that best demonstrates the ability to meet requirements as specified in this RFP. Vendors submitting a response will be evaluated based on the capacity and experience demonstrated in their Technical and Cost Proposal. All proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from ODJFS, Office of Fiscal and Monitoring Services and their designees. Vendors should not assume that the review team members are familiar with any current or past work activities with ODJFS. Proposals containing assumptions, lack of sufficient detail, poor organization, lack of proofreading and unnecessary use of self-promotional claims will be evaluated accordingly. 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 specified in Sections I., III., IV., and V. of this RFP. Any proposals not meeting the requirements contained in those sections of this RFP will not be scored or may be held pending receipt of required clarifications. 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 no prejudice will result to the rights of any vendor or to the public. In scoring the proposals, ODJFS will score in three phases:

A. Phase I. Review—Initial Qualifying Criteria:

In order to be fully reviewed and scored, proposals submitted must pass the following Phase I. Review. **Any “no” for the listed Phase I. criteria will eliminate a proposal from further consideration. 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 Sections I, III, IV, V, and VI. of this 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 which does not meet the minimum required technical proposal points will be disqualified from any further consideration and its cost proposal will neither be opened nor considered. **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 ODJFS in response to this RFP, vendors are strongly encouraged to use the Technical Proposal Score Sheet (**Attachment C.**) and the above technical performance scoring information to review their proposals for completeness, compliance and quality.

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

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

The Cost Proposal will be reviewed by ODJFS. 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.

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

6.2 Review Process Caveats

ODJFS may, at its sole discretion, waive minor errors or omissions in vendors' Technical and/or Cost proposals/forms when those errors do not unreasonably obscure the meaning of the content.

ODJFS reserves the right to request clarifications from vendors to any information in their Technical and/or Cost proposals/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 ODJFS, 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 ODJFS, but are at the sole discretion of ODJFS.

Should ODJFS determine a need for interviewing vendors prior to making a final selection, results 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 ODJFS. 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.

ODJFS reserves the right to negotiate with vendors for adjustments to their proposals should ODJFS 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 ODJFS, but are at the sole discretion of ODJFS.

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

6.3 Final Vendor Recommendation

The PRT will recommend to the Director of ODJFS the technically qualified vendor offering the proposal most advantageous to ODJFS, 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, the proposal with the higher score in the technical proposal will prevail.

SECTION VII. PROTEST PROCEDURE

7.1 Protests

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

- A. A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this RFP. The protest shall be in writing and shall contain the following information:
 - 1. The name, address, and telephone number of the protestor;
 - 2. The name and number of the RFP being protested;
 - 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 - 4. A request for a ruling by ODJFS;
 - 5. A statement as to the form of relief requested from ODJFS; and
 - 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.

- B. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Legal & Acquisition Services, within the following periods:
 - 1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be

apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. the closing date for receipt of proposals, as specified in Section 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 *eighth (8-th)* calendar day after the issuance of formal letters sent to all responding vendors regarding the State's intent to make the award. The date on these ODJFS 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 ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by ODJFS' Office of Legal & Acquisition Services after the time periods set forth in Item B. of this section.
- D. All protests must be filed at the following location:
- Chief Legal Counsel
ODJFS Office of Legal & Acquisition Services
30 East Broad Street, 31st Floor
Columbus, Ohio 43215-0423
- E. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The vendor(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- F. ODJFS' Office of Legal & Acquisition Services shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

7.2 Caveats

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

SECTION VIII. CONDITIONS AND OTHER REQUIREMENTS

Through this section of the RFP, ODJFS 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 B., 1** 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 ODJFS and/or other state or county agency staff or other representatives it may appoint, as appropriate. ODJFS reserves the right to select from responding vendors for interviews and may not interview all vendors submitting proposals. The vendor shall bear all costs of any scheduled interview.

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 the Office of Budget & Management. The selected vendor will be notified by the ODJFS project manager when work may begin. **Any work begun by the vendor prior to this notification will NOT be reimbursable by ODJFS.**

8.4 Proposal Costs

Costs incurred in the preparation of this proposal are to be borne by the vendor, and ODJFS will not contribute in any way to the costs of the preparation. Any costs associated with interviews will be borne by the vendor and will not be ODJFS' responsibility (see Section 8.2, above).

8.5 Trade Secrets Prohibition; Public Information Disclaimer

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

All proposals and any other documents submitted to ODJFS in response to this RFP shall become the property of ODJFS. This RFP and, after formal announcement by ODJFS of the results of this RFP project (e.g., notices provided to responding vendors regarding vendor selection, notice of project cancellation, etc.), any proposals submitted in response to the RFP are deemed to be public records pursuant to R.C. 149.43. For purposes of this section, "proposal" shall mean both the technical and the cost proposals (if opened by ODJFS) submitted by the vendor, any attachments, addenda, appendices, or sample products.

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

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 ODJFS review and approval;
- C. Payments for any and all services provided pursuant to the contract are contingent upon the availability of state and federal funds;
- D. All aspects of the contract apply equally to work performed by any and all subcontractors;
- E. The contractor, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The contractor, and any subcontractor(s), agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the contract, and may result in legal action;
- F. As a condition of receiving a contract from ODJFS, the contractor, and any subcontractor(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to Section 3113.217 of the ORC. The contractor, and any subcontractor(s), must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring that the contractor or employees of the contractor meet child support obligations established under state law;
- G. By signing a contract with ODJFS, 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 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 C. (Proposal Format and Submission – Cost Proposal) of this RFP.

8.8 Minority Business Enterprise

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

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

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

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

A listing of Ohio certified MBEs can be accessed through the Ohio Department of Administrative Services (DAS) Web Site at: <http://das.ohio.gov/Eod/MBESearch/index.asp>.

While ODJFS strongly encourages the use of MBE subcontractors, the vendor's use of an MBE subcontractor will have no effect on vendors' technical scores or on final contractor selection for this RFP, **unless** Section VI, Criteria for Proposal Evaluation and Selection of this RFP (and/or the Technical Proposal Score Sheet for this RFP) affirmatively establish an MBE participation criterion.

8.9 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:

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

8.10 Public Release of Records

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

8.11 Confidentiality

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

8.12 Key Personnel

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

8.13 Ethical & Conflict of Interest Requirements

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

8.14 Health Insurance Portability & Accessibility Act (HIPAA) Requirements

As a condition of receiving a contract from ODJFS, the contractor, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the contractor from or on behalf of ODJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR 164.501 and any amendments thereto. The selected vendor can reasonably anticipate HIPAA language in the contract that results from this RFP.

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

8.15 Waiver of Minor Proposal Errors

ODJFS may, at its sole discretion, waive minor errors or omissions in vendors' Technical and/or Cost proposals/forms when those errors do not unreasonably obscure the meaning of the content.

8.16 Proposal Clarifications

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

8.17 Contractual Requirements and Prevailing Wage 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 D**. to this RFP. Potential vendors are strongly encouraged to read the model contract and to be fully aware of ODJFS' contractual requirements. Additionally, the selected contractor will be required to comply with prevailing wage standards, as established in ORC 4115.03-4115.16.

8.18 Unresolved Findings for Recovery (R.C. 9.24)

ORC Section 9.24 prohibits ODJFS 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 R.C. 9.24 prior to the award of any contract arising out of this RFP, without notifying ODJFS of such finding. ODJFS will review the Auditor of State's website prior to completion of evaluations of proposals submitted pursuant to this RFP. ODJFS 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.

8.19 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 ODJFS, such claims and a review of the background details may result in a rejection of the vendor's proposal. ODJFS 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 ODJFS.

8.20 Mandatory Disclosures of Governmental Investigations

Each proposal must indicate whether the vendor and any of the proposed subcontractor(s) has 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 ODJFS. The decision by ODJFS 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 ODJFS.

8.21 Mandatory Disclosures of Work Location

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

8.22 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.

8.23 Declaration of Material Assistance Requirements

Any vendor that is recommended for award of any contract or grant by ODJFS will be required to provide certification that the vendor has not provided material support or resources to any organization listed on the "Terrorist Exclusion List" (TEL) maintained by the U.S. Department of State. The Declaration of Material Assistance Form will be sent to the selected Vendor(s) along with the Award letter. It must be completed, and signed by the interested vendor's authorized representative, and returned to ODJFS. Failure to properly complete the form or to provide to ODJFS may result in the delay of the contracting process.

8.24 Ohio Presence Consideration

The vendor that is awarded the contract resulting from this RFP is required to maintain a physical presence in Ohio throughout the term of the contract, including all renewal periods. Therefore, each vendor must either demonstrate in its proposal that it currently has a physical presence in Ohio or demonstrate concrete plans for establishing a physical presence, to include the actual or proposed location of the vendor's presence. Vendor proposals must identify the work to be performed for this project at that location and identify vendor personnel, either by staff name or function that will operate from the Ohio location. ODJFS reserves the right, at its sole discretion to reject any proposals which fail to comply with this requirement.

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, B., 1.)*
- B. **ODJFS 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, C.)*

SECTION X. APPENDICES AND THEIR USES

- A. **Abbreviations**
- B. **Pre- certification List**

Thank you for your interest in this project.

Attachment A consists of 3 distinct and different sections. All sections must be completed and included in Tab 1 of the proposal.

Section 1 – Required Vendor Information

Section 2 - Location of Business Form

Section 3 – Declaration Regarding Material Assistance

Attachment A

REQUIRED VENDOR INFORMATION and CERTIFICATIONS

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

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

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

1. ODJFS RFP/RLB #:	2. Proposal Due Date:
3. Vendor Name: (legal name of the vendor – person or organization – to whom contract\purchase payments would be made)	
4. Vendor Corporate Address:	5. Vendor Remittance Address: (or “same” if same as Item # 5)
<p>6. Print or type information on the vendor representative/contact person <u>authorized to answer questions on the proposal\bid</u>:</p> <p>Vendor Representative NAME and TITLE: Address: E-Mail Address: Phone #: _____ and Fax #: _____</p> <p>For all proposals submitted to ODJFS via commercial courier (e.g., those not hand-delivered to ODJFS), the vendor representative listed here will receive a confirmation at the e-mail address provided above. If the vendor does not receive a confirmation of receipt of the proposal within four business days following the submission deadline of proposals as specified in the RFP/ RLB, the vendor should contact the ODJFS RFP/RLB Unit at ODJFS_RFP_RLB_UNIT@jfs.ohio.gov to report it. This confirmation only signifies receipt of the proposal by ODJFS, and does not imply that the vendor’s proposal is complete or qualified for the consideration for the award. Vendors must adhere to all communication prohibitions stated in the RFP/RLB. A vendor who attempts any prohibited communications may be disqualified by ODJFS from consideration for this project.</p>	
<p>7. Print or type the name of the vendor representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function):</p> <p>Vendor Representative NAME and TITLE: Address: E-Mail Address: Phone #: _____ and Fax #: _____</p>	
<p>8. Is this vendor an Ohio certified MBE? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, attach a copy of current certification to proposal\bid. (If ODJFS has specified the RFP\RLB\purchase document as an opportunity open exclusively to Ohio Certified MBEs, then failure to attach a copy of current certification <u>WILL RESULT IN DISQUALIFICATION.</u>)</p>	

9. Mandatory Vendor Certifications:

ODJFS 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 ODJFS RFP\RLB or other purchase opportunity MUST certify that they are NOT INELIGIBLE by signing each of the three statements below. **Failure to provide proper affirming signature on any of these statements will result in the disqualification of your proposal\bid.**

I _____ (signature of representative shown in Item # 7, above) hereby certify and affirm that _____ (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. Location of Business Declaration: Vendors responding to any ODJFS 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 page 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 ODJFS CONTRACT.**

11. 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:

Nationwide:

Ohio Offices:

Total Number of Employees: _____

% of those who are Women: _____

% of those who are Minorities: _____

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:

Nationwide:

Ohio Offices:

Total Number of Employees: _____

% of those who are Women: _____

% of those who are Minorities: _____

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, 2004) through this fiscal year to date. Also include contracts approved for ODJFS or institutions of higher education:

Total number of contracts: _____

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

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

Attach additional pages if needed

12. 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 have reviewed and understand Governor Strickland's Executive Order Number 2007-01S.
- (3) I will not do anything inconsistent with those laws or Executive Order Number 2007-01S.
- (4) 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.

13. I have read the ODJFS 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 ODJFS. (If so, ODJFS will review those requested changes if you are the selected vendor. All requested changes to model contract language are subject to ODJFS approval.) (NOTE: Item 14 is not applicable and not required when the subject ODJFS procurement opportunity is offered only to State Term Schedule Vendors.)

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

Attachment A.

Location of Business Form

Pursuant to Governor's Executive Order 2010-09S (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. Provide the location(s) from which all the work related to this project will be performed, including any subcontract work, if different from the location of principal place of business.**

- 2. Provide 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.**

- 3. Identify any subcontractors that will be providing any services under this agreement, and specify the location of the principal place of business of those subcontractors.**

By signing below, I hereby certify and affirm that I have reviewed, understand, and will abide by the Governor's Executive Order 2010-09S. I attest that no funds provided by ODJFS 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 ODJFS 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



GOVERNMENT BUSINESS AND FUNDING CONTRACTS
In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

Form with fields: LAST NAME, FIRST NAME, MIDDLE INITIAL, HOME ADDRESS, CITY, STATE, ZIP, COUNTY, HOME PHONE, WORK PHONE.

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

Form with fields: BUSINESS/ORGANIZATION NAME, BUSINESS ADDRESS, CITY, STATE, ZIP, COUNTY, PHONE NUMBER.

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- 1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
 Yes No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. 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 the company, business or organization referenced on page 1 of this declaration.

X

Signature

Date

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
CONTRACT AGREEMENT**

C-00-00-0000

RECITALS:

This Contract is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS") and **Vendor Name** (hereinafter referred to as "CONTRACTOR").

- A. (Optional) ODJFS issued a Request for Proposal (RFP) titled _____, numbered _____, and dated _____, which is hereby incorporated by reference.
- B. (Optional) The ODJFS proposal review team recommended for award the Proposal of CONTRACTOR dated [DATE] which is hereby incorporated by reference.
- C. (Optional) 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 ODJFS.

ARTICLE I. PURPOSE; DELIVERABLES

- A. The purpose of this Contract is **INSERT PURPOSE**. 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 ODJFS Contract Manager is **OJFS Contract Manager**.
- C. The ODJFS 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 ODJFS within ten (10) days after CONTRACTOR's receipt of the requests or instructions. ODJFS 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 the ODJFS Contract Manager pursuant to ARTICLE V of this Contract. CONTRACTOR agrees to consult with the ODJFS 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 ODJFS, 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 ODJFS and CONTRACTOR to use such copyrighted matter in the manner provided herein. CONTRACTOR agrees that all Deliverables will be made freely available to the public unless ODJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.

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. ODJFS 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 ODJFS, CONTRACTOR agrees to, and by executing this Contract does, assign ODJFS all worldwide rights, title, and interest in and to the Deliverables. ODJFS 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 ODJFS and receive express written permission from ODJFS include any of its own pre-existing, proprietary materials in any of the Deliverables under this Contract. ODJFS's approval of the inclusion of pre-existing, proprietary materials is predicated on CONTRACTOR granting to ODJFS 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, ODJFS 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 ODJFS of or advertisement for CONTRACTOR.

ARTICLE II. EFFECTIVE DATE OF THE CONTRACT

- A. This Contract is in effect from the date of issuance of an approved State of Ohio purchase order (see ARTICLE II, Section B, *infra*) or _____, whichever is later, through _____, unless this Contract is suspended or terminated pursuant to ARTICLE IV prior to the expiration date. **This Contract may be renewed through June 30, 2013, upon satisfactory completion of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODJFS. ODJFS will issue a notice to CONTRACTOR if ODJFS decides to renew this Contract. CONTRACTOR will not obligate resources in anticipation of a renewal until notice is provided.**
- B. In addition to Section A above, it is expressly understood by both ODJFS 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 ODJFS 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**). ODJFS will pay an amount up to **SFY1 AMT** Dollars (**\$\$SFY 1**) for State Fiscal Year **SFY1** and up to **SFY2 AMT** Dollars (**\$\$SFY2**) for State Fiscal Year **SFY2** expressly for the completion of the Deliverables described in ARTICLE I. 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.
- B. Compensation will be paid ...
- C. CONTRACTOR will submit three (3) copies of detailed invoices on a **monthly, quarterly, annual** basis to the ODJFS Bureau of Accounts Payable at 30 East Broad Street, 38th Floor, Columbus, Ohio 43215. CONTRACTOR agrees to use an invoice instrument to be prescribed by ODJFS 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;
 5. Description of Deliverables performed during the billing period; and

6. Receipt or other proof of costs paid by CONTRACTOR for which CONTRACTOR is seeking reimbursement.
- D. CONTRACTOR expressly understands that ODJFS will not compensate CONTRACTOR for any work performed prior to CONTRACTOR's receipt of notice from the ODJFS 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 specified in ARTICLE II.
- E. CONTRACTOR expressly understands that ODJFS 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 ninety (90) days after the ending date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- F. Subject to the provisions of ORC 126.07 and 131.33, which will at all times govern this Contract, ODJFS represents that:
1. It has adequate funds to meet its obligations under this Contract;
 2. It intends to maintain this Contract for the full period set forth in ARTICLE II and has no reason to believe that sufficient funds will not be available to make all payments due hereunder; and
 3. It will use its best efforts to obtain the appropriation of necessary funds during the term of this Agreement. 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 ODJFS for the payments due under this Contract, this Contract will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- G. CONTRACTOR and ODJFS 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, 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 ninety (90) days written notice to the other party. Upon thirty (30) days written notice to CONTRACTOR, ODJFS may suspend this Contract at ODJFS's sole discretion.
- C. Notwithstanding the provision of Section A, above, ODJFS may suspend or terminate this Contract immediately upon delivery of a written notice to CONTRACTOR if:
1. ODJFS loses funding as described in ARTICLE III, Section F;
 2. ODJFS discovers any illegal conduct by CONTRACTOR; or
 3. CONTRACTOR has violated any provision of ARTICLE VIII.
- D. Except as provided in Sections A and B of this ARTICLE V, CONTRACTOR will have thirty (30) calendar days within which to cure any breach that is curable after receipt of written notice from ODJFS that CONTRACTOR is in breach of any of its obligations under this Contract. If CONTRACTOR fails to cure the breach within the thirty (30) calendar days after written notice or if the breach is not curable, ODJFS may immediately suspend or terminate this Contract. ODJFS may also suspend or terminate this Contract when breaches are persistent, regardless of whether they are cured within thirty (30) calendar days. For purposes of this Section C, "persistent" means that ODJFS has notified CONTRACTOR three (3) times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The three (3) notices do not have to relate to the same obligation or type of failure. After the third notice, ODJFS may suspend or terminate this Contract without a cure period if CONTRACTOR again fails to meet any contractual obligation. At the sole discretion of ODJFS, certain instances of breach may require a shorter cure period

than the thirty (30) calendar days generally applicable in this Section C. In such instances, ODJFS 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 ODJFS, 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; and
 4. Perform any other tasks ODJFS requires.
- F. In the event of suspension or termination under this ARTICLE, ODJFS 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, ODJFS will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODJFS. ODJFS will not be liable for any further claims submitted by CONTRACTOR.
- G. If ODJFS terminates this Contract for any reason provided in this ARTICLE, except for termination at will pursuant to Section A or termination for loss of funding pursuant to Section B, ODJFS will be entitled to utilize another contractor to complete the Deliverables described in ARTICLE I of this Contract on any commercially reasonable terms as ODJFS and the covering contractor may agree. In this event, CONTRACTOR will be liable to ODJFS for all costs related to covering the project to the extent that such costs, when combined with payments already made to CONTRACTOR prior to termination, exceed the costs that ODJFS would have incurred under this Contract. CONTRACTOR's liability under this Section G is in addition to any other remedies available to ODJFS 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, ODJFS reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODJFS of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS 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 ODJFS will not be effective unless it is in writing signed by the ODJFS Director.

ARTICLE V. NOTICES

- A. ODJFS 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 ODJFS Contract Manager pursuant to ARTICLE I, Section C of this Contract.
- B. Notices to ODJFS 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 VIII, and/or any other formal notice regarding this Contract will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to CONTRACTOR from ODJFS 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 the this Contract.

- D. All notices in accordance with Sections B and C of this ARTICLE 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 ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS 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 ODJFS determines that certain materials are confidential under federal or state law.
- B. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules will be treated as such by CONTRACTOR. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. CONTRACTOR will restrict the use of any information, systems, or records ODJFS provides to the specific Deliverables specified in ARTICLE I of this Contract. CONTRACTOR and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS and the State of Ohio. CONTRACTOR agrees that the terms of this Section B 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 ODJFS. Proprietary information is information that would put CONTRACTOR at a competitive disadvantage in CONTRACTOR's market place and trade if it were made public. ODJFS 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. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, 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, ODJFS, 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 (3) years after CONTRACTOR receives the last payment pursuant to this Contract. If an audit, litigation 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. 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. CONTRACTOR hereby agrees to current and ongoing compliance with Title 42, Section 1320 of the United States Code (42 USC 1320d -1320d(8)) and the implementing regulations found at Title 45, Parts 164.502 and 164.504 of the Code of Federal Regulations (45 CFR 164.502(e) and 164.504(e)) 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 E in any subcontracts that may be executed pursuant to this Contract.

ARTICLE VII. AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between ODJFS and CONTRACTOR with respect to all matters herein. Only a writing signed by both parties may amend this Contract. However, ODJFS 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 ODJFS. CONTRACTOR will submit any requests for approval of assignments and transfers to the ODJFS Contract Manager at least 10 (ten) days prior to the desired effective date. CONTRACTOR understands that any assignments and transfers will be subject to any conditions ODJFS deems necessary and that no approval by ODJFS will be deemed to provide for any ODJFS obligation that exceeds the Contract amount specified in ARTICLE III of this Contract.

ARTICLE VIII. 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 ODJFS relied in entering into this Contract:

- A. If at any time, CONTRACTOR is not in compliance with the conditions affirmed in this Section A, ODJFS 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 (3) 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 ODJFS 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 (1) 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.
 5. **Material Assistance to Terrorist Organization.** CONTRACTOR affirms that CONTRACTOR, its principals, affiliated groups, or persons with a controlling interest in CONTRACTOR's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.

- B. If at any time CONTRACTOR is not in compliance with the conditions affirmed in this Section B, ODJFS 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 B. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this Section B 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, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. CONTRACTOR will ensure that all applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training—including apprenticeship—or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status.
 - 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 Laws.** CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2007-01S pertaining to ethics. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
 4. **Conflicts of Interest.**
 - a. 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 (1) 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 (2) calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
 - b. CONTRACTOR agrees to refrain from promising or giving to any ODJFS 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 ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
 - c. 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 ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414. CONTRACTOR further agrees that the person with the conflicting interest will not participate in any Deliverables until ODJFS determines that participation would not be contrary to public interest.

5. **Lobbying Restrictions.**

- a. CONTRACTOR affirms that no federal funds paid to CONTRACTOR by ODJFS 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 (\$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.

6. **Child Support Enforcement.** CONTRACTOR agrees to cooperate with ODJFS 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.

7. **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 eighteen (18).

8. **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.

9. **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.

10. **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. CONTRACTOR agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors.

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 IX. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS 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.

- B. **Limitation of Liability.** To the extent allowable by law, CONTRACTOR agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, and/or infringement resulting from Deliverables. CONTRACTOR's sole and exclusive remedy for any ODJFS 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 ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages.
- C. **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 ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by CONTRACTOR. ODJFS will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODJFS may participate in the defense of any such action. CONTRACTOR agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section C. If any information and/or assistance is furnished by ODJFS at CONTRACTOR's written request, it is at CONTRACTOR's expense. If any of the materials, reports, or studies provided by CONTRACTOR are found to be infringing items and the use or publication thereof is enjoined, CONTRACTOR agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of CONTRACTOR under this Section survive the termination of this Contract, without limitation.
- D. **Liens.** CONTRACTOR will not permit any lien or claim to be filed or prosecuted against ODJFS 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, ODJFS 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 IV. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost 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 ODJFS in its discretion.

ARTICLE X. 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:

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**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
CONTRACT AGREEMENT**

SIGNATURE PAGE

C-00-00-0000

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

Vendor Name

Ohio Department of Job and Family Services

Authorized Signature (Blue Ink Please)

Douglas E. Lumpkin, Director

Printed Name

Date

Date

Address

Address

City, State, Zip

City, State, Zip

Draft

ATTACHMENT C
Technical Proposal Score Sheet
JFSR1213118003

PHASE I: Initial Qualifying Criteria

Vendor/Applicant Name _____

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.**

ITEM #	PROPOSAL ACCEPTANCE CRITERIA	RFP Sec. Reference	YES	NO
1	Did the vendor submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal?	5.1		
2	Does the vendor’s proposal include all required affirmative statements and certifications, signed by the vendor’s responsible representative, as described in Attachment A to the RFP and has been verified by ODJFS that the vendor does not have any findings against them	5.2, B., 1. 8.18 / 8.19 8.20 / 8.23		
3	The vendor is presently under contract with Medicare to perform utilization review or have received designation by the Centers for Medicare and Medicaid Services (CMS) as a Quality Improvement Organization (QIO) or QIO-like entity. Proposals from vendors who do not demonstrate the organization is a Medicare QI or QIO-like entity will not be considered.	3.1 (1)		
4	The proposed staff has three years experience with Medicaid consumers, policies, data systems.	3.1 (2) a.		
5	The proposed staff has five years experience with utilization review programs.	3.1 (2) b.		
6	The proposed staff has three years experience with quality assessment and improvement methods.	3.1 (2) c.		
7	The proposed staff has three years experience with research designs, methods and statistical analysis.	3.1 (2) d.		
8	The Medical Director has a minimum of five years prior medical or administrative experience.	3.1 (3)		
9	The Project Leader has a Bachelor’s Degree in business, health administration, management, or public health. Also five years experience in a lead position in a quality and utilization management program, including the two most recent years in health care management and two years experience in fiscal management.	3.1 (4)		
10	The vendor has five years experience in performing data exchanges of claim information with government or private companies.	3.1 (5)		
11	The vendor has five years experience with applying federal, state or private industry rules, regulations and/or policies to healthcare claims for the identification of improper payments.	3.1 (6)		
12	The vendor has two (2) years experience participating in an appeal process.	3.1 (7)		
13	The vendor has the vendor has or will establish an office in Ohio.	3.1 (8)		
14	The proposal must be submitted to the specified ODJFS location by the deadline for proposal submission established in Section 1.5, Anticipated Procurement Time Frames.	3.1 (9)		
15	The vendor may not be listed on the Auditor of State’s website as a party excluded from contracting with ODJFS by O. R.C. § 9.24 for an unresolved finding for recovery.	3.1 (10)		
16	Did the vendor <u>remove all personal confidential information (such as home addresses and social security numbers) of vendor staff and/or of any subcontractor and subcontractor staff</u> from resumes or any other part of the proposal package?			

PHASE II: Criteria for Scoring of Technical Proposal

Qualifying technical proposals will be collectively scored by a Proposal Review Team (PRT) appointed by ODJFS, Office of Surveillance Utilization and Review. 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 RLB, and assign the appropriate point value, as follows:

0	6	8	10
Does Not Meet Requirement	Partially Meets Requirement	Meets Requirement	Exceeds Requirement

Technical Performance Scoring Definitions:

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

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

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

“Exceeds Requirement”-Vendor proposal fulfills a particular RLB requirement in all material respects, and offers some additional level of quality in excess of ODJFS 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 which do not meet or exceed a total score of at least **902** points (a score which represents that the selected vendor has the capability to successfully perform the project/program services) out of a maximum of **1173** points, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RLB SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Extension
REQ. VENDOR INFO. & CERTIFICATIONS								
1	The vendor has included, properly completed and signed, the Required Vendor Information & Certifications as specified in the RLB.		1					
VENDOR QUALIFICATIONS								
MANDATORY QUALIFICATIONS								
2	The vendor has demonstrated that it is presently under contract with Medicare to perform utilization review or have received designation by the Centers for Medicare and Medicaid Services (CMS) as a Quality Improvement Organization (QIO) or QIO-like entity. Proposals from vendors who do not demonstrate the organization is a Medicare QI or QIO-like entity will not be considered.	3.1 (1)	5					
3	The vendor has demonstrated that the proposed staff has three years experience with Medicaid consumers, policies, data systems.	3.1 (2) a.	4					
4	The vendor has demonstrated that the proposed staff has five years experience with utilization review programs.	3.1 (2) b.	4					
5	The vendor has demonstrated that the proposed staff has three years experience with quality assessment and improvement methods.	3.1 (2) c.	4					
6	The vendor has demonstrated that the proposed staff has three years experience with research designs, methods and statistical analysis.	3.1 (2) d.	3					
7	The vendor has demonstrated that the Medical Director has a minimum of five years prior medical or administrative experience.	3.1 (3)	4					
8	The vendor has demonstrated that the Project Leader has a Bachelor's Degree in business, health administration, management, or public health. Also five years experience in a lead position in a quality and utilization management program, including the two most recent years in health care management and two years experience in fiscal management.	3.1 (4)	4					
9	The vendor has demonstrated that the vendor has five years experience in performing data exchanges of claim information with government or private companies.	3.1 (5)	1					
10	The vendor has demonstrated that the vendor has five years experience with applying federal, state or private industry rules, regulations and/or policies to healthcare claims for the identification of improper payments.	3.1 (6)	3					
11	The vendor has demonstrated that the vendor has two (2) years experience participating in an appeal process.	3.1 (7)	3.5					
12	The vendor has demonstrated that the vendor has the vendor has or will establish an office in Ohio.	3.1 (8)	1					
ORG. EXPERIENCE & CAPABILITIES								
13	The vendor has included information on the background of the organization, and current and historical data regarding organizational structure, size, and operations in Ohio and the United States.	3.2, A.	1					
14	The vendor has described the organization’s experience and familiarity in working with large state, federal and/or local government agencies.	3.2, B.	3					
15	The vendor has included the total number of years of experience the vendor has had working with state Medicaid programs. Display both the total number of corporate years and the total number of staff years, separately.	3.2, C.	3					
16	The vendor has included examples of any documents related to similar programs that have been prepared for state Medicaid agencies or other purchasers, regulators, and health care systems to explicitly and consistently measure and evaluate the quality of care delivered; and include program design, development and implementation. Previous experience related to the delivery of health care services in certain quality-of-care areas identified in the RFP scope of work is of particular interest. Provide the following information about similar programs for at least three (3) but no more than five (5) entities in the past ten (10) years.	3.2, D.	4					

ITEM #	EVALUATION CRITERIA	RLB SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Extension
17	The vendor has identified at least three (3) but no more than five (5) state programs in which the vendor has undertaken activities in support of major policy development for the health care delivery system, including technical assistance related to quality assurance/improvement program evaluation and development. Previous programs related to the delivery of health care services are of particular interest. For each state program, identify as succinctly as possible, as outlined in the RFP	3.2, E.	3					
18	The vendor has described experience conducting precertification, special reviews and retrospective reviews of hospital services. Description should include information about desktop reviews, on-site reviews, forms or software used to review hospital claims, and reporting of results. Please describe organizational experience as detailed in the RFP	3.2, F.	5					
19	The vendor has described experience conducting focused quality of care studies according to principals of sound research design and using appropriate statistical analysis. The proposed vendor should provide examples of studies previously performed, as well as demonstrating their statistical and analytical capacity for conducting studies. Please describe this experience as detailed in the RFP	3.2, G.	4					
20	The vendor has provided a statement that the vendor has the capacity to maintain the large data files provided by ODJFS and that the organization will use the appropriate software to assure successful file exchange with ODJFS. Show that the vendor will be able to receive data from the ODJFS via a FTP Internet download and/or any other means as notified. Additionally, the vendor must demonstrate capacity to receive data in a timely fashion and maintain reasonable access to it at all times. The standards are detailed in the RFP.	3.2, H.	3					
21	The vendor has provided a description of the vendor's computer system, including at minimum the seven items listed in the RFP	3.2, I.	2					
22	The vendor has provided a description of the vendor's computer support personnel, including an organization chart, number of staff, and qualifications of staff. Additionally, the vendor should identify staff or entities that have access rights to information systems, as well as the process followed to screen the individuals and limit access to these files.	3.2, J.	2					
23	The vendor has provided assurance that the vendor will be able to receive data from the ODJFS on the media as outlined in the RFP	3.2, K.	1					
24	The vendor has provided a list of databases used for current or past programs similar in size or scope to this program. Indicate experience in using Medicaid, Medicare, or private sector health care administrative databases. Describe the largest comparable database used.	3.2, L.	2					
25	The vendor has provided written assurance to ODJFS that it either uses or will acquire appropriate software to assure that the files exchanged will be accessible by ODJFS approved software. Presently, ODJFS uses the Microsoft Office XP and SAS statistical software. Other software packages will be approved so long as ODJFS prior approval is obtained.	3.2, M.	2					
26	The vendor has provided evidence that the vendor has or will establish an office in Ohio. Note: Vendor must have a physical presence/office in Ohio in order to be available for on-site meetings with ODJFS.	3.2, N.	1					
STAFF EXPERIENCE & CAPABILITIES								
27	The vendor has identified any other staff that they considered key to the success of the project. They should be identified by position and by name and include the number of executive, professional and clinical personnel who will be involved in the work. The key personnel should have experience with health care consumers, health care policies, health care data systems, utilization review programs, quality assessment and quality improvement methods. (Do not include personal information such as home addresses, phone number, or anything that could be considered sensitive personal information.)	3.3, C.	4					
28	The vendor has submitted general job descriptions/requirements of other staff persons to be assigned to this program, a list of possible positions are listed in the RFP.	3.3, D.	3					
SPECIFICATIONS OF DELIVERABLES								
29	The vendor has fully addressed how they would complete Focused Reviews as outlined in the RFP.	4.3, A.	3					
30	The vendor has fully addressed how they would develop and manage a Precertification/Special Review Program as outlined in the RFP.	4.4, B.	3					
31	The vendor has fully addressed how they would develop and manage a Retrospective Review Program as outlined in the RFP.	4.4, C.	5					
32	The vendor has fully addressed how they would conduct Reporting and Analysis activities as outlined in the RFP.	4.4, D.	3					
33	The vendor has fully addressed how they would conduct Health Care Studies as outlined in the RFP.	4.4, E.	3					

IT E M #	EVALUATION CRITERIA	RLB SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Extension
34	The vendor has fully addressed how they would conduct Provider Education as outlined in the RFP.	4.4, F.	3					
35	The vendor has fully addressed how they would provide Technical Assistance as outlined in the RFP.	4.4, G.	3					
36	The vendor has fully addressed how they would provide Data Management as outlined in the RFP.	4.4, H	3					
ADMIN. STRUCTURES—PROPOSED WORK PLAN								
37	The vendor has stated the key objectives of the proposed project and has not simply restated the objectives as identified in this RLB.	4.2, A.	3					
38	The vendor has provided a technical approach and work plan to be implemented which includes a proposed timeline for the project.	4.2, B.	4					
39	The vendor has provided a status reporting procedure for reporting work completed, and resolution of unanticipated problems.	4.2, C.	2					
40	The vendor has provided a current organizational chart (including any subcontractors) and specify the key management and administrative personnel who will be assigned to this project.	4.2, D.	1					
41	The vendor has provided a timeline for each component of the scope of work and the project overall including the staff hours for personnel involved; included a Table of Organization (including any subcontractors) and a chart showing the number of hours devoted to the project by vendor or sub-contractor staff and has provided the percentage of time each key management person will devote to the project.	4.2, E.	1					
Column Subtotal of "Partially Meets" points								
Column Subtotal of "Meets" points								
Column Subtotal of "Exceeds" points								
TOTAL SCORE:								

Based upon the 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 902 points.)

Yes _____ No _____ (If "No," Vendor's Cost Proposal will not be opened.)

**ATTACHMENT D - Cost Proposal Form
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Deliverable A - Focused Reviews	
<i>Cost should be proposed as a per review price.</i>	
SFY	Price
2012	\$
2013	\$
2014	\$
2015	\$
2016	\$
2017	\$
Average Cost	\$

Deliverable E - Health Care Studies	
SFY	Price
2012 Monthly Price	\$
2013 Monthly Price	\$
2014 Monthly Price	\$
2015 Monthly Price	\$
2016 Monthly Price	\$
2017 Monthly Price	\$
Monthly Average	\$

Deliverable G - Technical Assistance	
<i>Cost for one (1) hour</i>	
SFY	Price
2012	\$
2013	\$
2014	\$
2015	\$
2016	\$
2017	\$
Average Hourly Rate	\$

Deliverable B - Precertification/Special Review	
<i>Cost should be proposed as a per review price.</i>	
SFY	Price
2012	\$
2013	\$
2014	\$
2015	\$
2016	\$
2017	\$
Average Cost	\$

Deliverable F - Provider Education	
SFY	Price
2012 Monthly Price	\$
2013 Monthly Price	\$
2014 Monthly Price	\$
2015 Monthly Price	\$
2016 Monthly Price	\$
2017 Monthly Price	\$
Monthly Average	\$

Average Per Review Price (A+B+C)	\$
Average Monthly Health Care Studies	\$
Average Monthly Provider Education	\$
Average Monthly Reporting and Analysis	\$
Average Monthly Data Management	\$
Average Hourly Rate	\$
Total Average Proposed Cost	\$

Deliverable C - Retrospective Review Program	
<i>Cost should be proposed as a per review price.</i>	
SFY	Price
2012	\$
2013	\$
2014	\$
2015	\$
2016	\$
2017	\$
Average Cost	\$

Deliverable D - Reporting and Analysis	
SFY	Price
2012 Monthly Price	\$
2013 Monthly Price	\$
2014 Monthly Price	\$
2015 Monthly Price	\$
2016 Monthly Price	\$
2017 Monthly Price	\$
Monthly Average	\$

Deliverable H - Data Management	
SFY	Price
2012 Monthly Price	\$
2013 Monthly Price	\$
2014 Monthly Price	\$
2015 Monthly Price	\$
2016 Monthly Price	\$
2017 Monthly Price	\$
Monthly Average	\$

Please note that State Fiscal Years Begin July 1st of the preceding year. For Example, State Fiscal Year 2012 begins July 1, 2011.

Appendix A

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List of Abbreviations

ABD	Aged, Blind, and Disabled eligibility category
CFC	Covered Families and Children eligibility category
CFR	Code of Federal Regulations
CMS	Centers for Medicare and Medicaid Services
DAS	Department of Administrative Services
DRG	Diagnosis Related Group
ECM	Enhanced Care Management
ECMP	Enhanced Care Management Plan
EDI	Electronic Data Exchange
EQR	External Quality Review
FFS	Fee-for-Service
FTP	File Transfer Protocol
HCAC	Health Care Acquired Conditions
HCPCS	Healthcare Common Procedure Coding System
HIPAA	Health Insurance Portability and Accountability Act
MBE	Minority Business Enterprise
MCP	Managed Care Plan
MDS	Minimum Data Set
MITS	Medicaid Information Technology System
OAC	Ohio Administrative Code
ODJFS	Ohio Department of Job and Family Services
OFMS	Office of Fiscal and Monitoring Services
ORC	Ohio Revised Code
OWF	Ohio Works First Program
PHI	Protected Health Information
PIR	Public Information Requests
PRC	Proposal Review Committee
PRO	Peer Review Organization
QIO	Quality Improvement Organization
RFP	Request for Proposal
RLB	Request for Letterhead Bids
SFY	State Fiscal Year (July 1 st through June 30 th)
UR	Utilization Review

Appendix B

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Current ODJFS Precertification List

The following is a list of procedures that require precertification, effective January 1, 2010

OUTPATIENT

Hysterectomy

- ICD 9 code 68.31, 68.39, 68.4, 68.51, and 68.59
CPT codes 51925, 58150, 58152, 58180, 58200, 58260, 58262, 58263, 58267, 58270, 58275, 58280, 58550, 58552, and 58951

INPATIENT ONLY

Cervical Laminectomy

- ICD 9 codes 81.02, 81.03
CPT codes 22554, 22556, 22558, 22585, 22590, 22600, 22610, 22612, 22614, 22800, 22802, 22804, 22808, 22810, 22812, 22840, 22851, 63075, and 63076

Esophagogastroduodenoscopy (EGD)

- ICD 9 code 45.13
CPT codes 43240, 43241, 43257, 43259, 44370, 44378, 44379, 44385, and 44386

Esophagogastroduodenoscopy (EGD)

- ICD 9 code 45.16
CPT codes 43235, 43238, 43239, 43242, 44360, 44361, 44376, and 44377

Injection or Infusion of Cancer Chemotherapeutic Substance

- ICD 9 code 99.25
CPT codes 36823, 51720, 96401, 96402, 96405, 96406, 96409, 96411, 96413, 96415, 96416, 96417, 96420, 96422, 96423, 96425, 96521, and 96522

Laparoscopic Cholecystectomy

- ICD 9 codes 51.23, 51.24
CPT codes 47562, 47563, and 47564

Laparoscopy – Diagnostic

- ICD 9 code 54.21
CPT codes 49320, 49321, 49322, 49323, and 49329

Lumbar Laminectomy – Posterior

- ICD 9 codes 80.51, 81.08
CPT codes 22600, 22610, 22612, 22614, 22630, 22632, 22800, 22802, 22804, 22842, 22843, 22844, 22851, 63030, 63035, 63042, 63044, and 63047

Percutaneous Angioplasty – Noncoronary Vessel

- ICD 9 code 39.50
CPT codes 35470, 35471, 35472, 35473, 35474, 35475, and 35476

PTCA-Coronary Angioplasty

- ICD 9 code 00.66
CPT codes 92982, 92984, 92995, and 92996

Note: if any of these procedures are performed on an emergency basis, you do NOT need precertification