

REQUEST FOR PROPOSAL

RFP NUMBER: DRCP-16-2191
DATE ISSUED: DEC 9, 2015

**The Ohio Department of Rehabilitation and Correction (ODRC) is requesting
Proposals for:**

HEALTH SERVICES COMPREHENSIVE CLAIMS PROCESSING / MANAGEMENT PROGRAM

INQUIRY PERIOD BEGINS: DEC 9, 2015

INQUIRY PERIOD ENDS: JAN 13, 2016

OPENING DATE: JAN 21, 2016

OPENING TIME: 11:00 AM Eastern Standard Time

**OPENING LOCATION: ODRC Operation Support Center
770 West Broad Street
Columbus OH 43223**

**ATTN: Speranca Szana, CPPB
Procurement Project Manager**

**This RFP consists of six (6) Parts and seven (7) Attachments. Please verify that you
have a complete copy.**

TABLE OF CONTENTS

PARTS

- I. General Instructions
- II. RFP Timeframe Requirements
- III. Overview of Health Care Services
- IV. Scope of Services and Response Requirements
- V. Special Service Contract Terms and Conditions
- VI. Evaluation of Proposals and Contract Award

ATTACHMENTS

Attachment 1	Designated Medical Levels of Care
Attachment 2	Sample Service Contract
Attachment 3	Offeror Profile
Attachment 4	Declaration Statements
Attachment 5	Institution Map
Attachment 6	Medical Statistics
Attachment 7	Cost Summary

Document Library

In addition to the contents of this RFP, the Ohio Department of Rehabilitation and Correction (ODRC) has a library of materials that have a bearing on the Project. The library contains materials that are relevant to the contract services, but are not practical to include as part of this RFP. The document library contains the following:

- ACA Standards for Correctional Healthcare (Franklin Medical Center) 4th edition and subsequent yearly Supplements;
- ACA Standards for Adult Correctional Institutions (Pickaway Correctional Institution), 4th edition and subsequent yearly Supplements;
- ODRC policies and protocols;

Materials in the document library will be available to all prospective potential Contractors for review by appointment only. ODRC will maintain the document library during the inquiry period. Prospective potential Contractors who wish to view the materials in the document library may schedule an appointment with the Document Library contact person named under contacts.

Appointments will be scheduled at mutually convenient times during normal business hours, 8:00 a.m.-4:00 p.m., Monday through Friday. Department personnel will not be available to answer questions on the content of the RFP, content of documents in the document library, or technical questions regarding the contracted services during these appointments.

PART ONE: GENERAL INSTRUCTIONS

I. GENERAL INSTRUCTIONS

A. Purpose

The Ohio Department of Rehabilitation and Correction (ODRC) is seeking competitive sealed Proposals (hereinafter referred to as "Proposal") from qualified vendors (hereinafter referred to as "Offerors") for Health Services Comprehensive Claims Processing Management Program, (hereinafter referred to as the "Project") through the Operation Support Center for all ODRC institutions (hereinafter referred to as "ODRC or Department"). If an acceptable Proposal is made in response to this Request for Proposal (hereinafter referred to as "RFP"), the ODRC may enter into a Contract (hereinafter referred to as "Contract") to have the selected Offeror perform the Project.

This RFP provides details on what is required to submit a Proposal, how the Committee will evaluate the Proposals and what will be required of the Offeror who executes a Contract (hereinafter referred to as "Contractor").

The term of this Contract is from **June 1, 2016 to June 30, 2017** with two (2) optional two-year renewals by mutual agreement. Renewal shall be contingent, at a minimum, on satisfactory performance of the Contract by the Contractor as determined by the ODRC, and subject to the availability of funds. If the ODRC desires to renew the Contract resulting from this RFP, it will provide notice to the Respondent prior to the Contract expiration date.

B. Contact

The following section provides details on how to get more information about this RFP and how to respond to this RFP. All responses must be complete and in the prescribed format.

The following Project Representative will represent ODRC during the Proposal process:

Name: Speranca Szana, CPPB
Procurement Project Manager
Institution: ODRC Operation Support Center
Address: 770 West Broad Street, Columbus OH 43223
Phone: 614-752-1655
Email: spranca.szana@odrc.state.oh.us

During the performance of the Contract, a Project Representative will represent ODRC and will be the primary contact for matters relating to the Contract. ODRC will designate the Contract Monitor in writing at the time the contract is awarded.

By submitting a Proposal, the Offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements.

The State is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described in this RFP.

C. Inquiries/Clarifications

Offerors may make inquiries or seek clarifications regarding this RFP any time during the inquiry period listed in PART TWO: RFP Timeframe Requirements. To make an inquiry, Offerors must use the following process:

Internet Inquiries

Offerors may make inquiries regarding this RFP any time during the inquiry period listed in PART TWO: RFP Timeframe Requirements. To make an inquiry, Offerors must use the following process:

- Access the State Procurement web site at <http://www.ohio.gov/procure>
- From the Quick Links, select Bid Opportunities Search;
- In the General Criteria, Enter the Document/Bid Number;
- Click the blue Search button;

- Once the Procurement Opportunity Search Results page is opened, Click on the Document/Bid Number;
- In the Associated PDF Files- Click on the Document to view;
- On the same page under Other- Click the blue Submit Inquiry button;
- Enter the requested information and
- Click the Submit button to send the Inquiry.

Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt. Offerors will not receive a personalized e-mail response to their question nor will they receive notification when the question has been answered.

Offerors may view inquiries using the following process:

- Access the State Procurement web site at <http://www.ohio.gov/procure>
- From the Quick Links, select Bid Opportunities Search;
- In the General Criteria, Enter the Document/Bid Number;
- Click the blue Search button;
- Once the Procurement Opportunity Search Results page is opened, Click on the Document/Bid Number;
- On the same page under Other- Click the blue View Q and A button to display all inquiries with responses submitted to date.

The State will try to respond to all inquiries within 48 hours, excluding weekends and State holidays. But the State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

Inquiries and or requests for clarification about a specific portion of this RFP must reference the relevant part of this RFP and include the provision heading with the RFP page number. The inquiry must contain the name of the prospective Offeror, and prospective Offeror's representative who should receive the response, including the representative's business telephone and fax numbers.

Offerors who attempt to seek information or clarifications verbally will be directed to reduce their questions to writing in accordance with state purchasing policy. No other form of communication is acceptable, and use of any other form of communication or any attempt to communicate with ODRC staff or any other agency of the State to discuss the Proposal may result in the Offeror being deemed not responsive.

D. Recruitment

Offerors shall not attempt to recruit an employee, subcontractor, or agent, of any current service provider while that person is engaged in providing services at an ODRC facility. Offerors who attempt to make such contacts may be deemed not responsive.

E. Proposal Deadline and Requirement

Each Offeror must submit **four complete, sealed, and signed** copies of its Proposal, with the outside of the envelope(s) clearly marked as indicated in PART TWO, II.C.

Acceptable delivery methods for submission of contractor Proposals are U.S. Mail, any overnight or express delivery service, courier or hand delivery. All Proposals must be received at the submission address indicated within this RFP no later than 11 AM, Eastern Standard Time on the listed deadline date. No Proposals will be accepted after the deadline.

Submit Proposals to the ODRC RFP Project Representative named on page 3 of this RFP.

ODRC may reject any Proposals or unsolicited Proposal amendments received after the deadline. ODRC will reject late Proposals regardless of the cause for the delay. Should a disagreement occur regarding delivery, the Offeror must provide evidence of delivery date and time.

Each Offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered, except as allowed by this RFP.

ODRC may reject any Proposal if the Offeror takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the Offeror's Proposal fails to meet any requirement of this RFP. ODRC may also reject any Proposal that it believes is not in its interests to accept and may decide not to do business with any of the potential contractors responding to this RFP.

To protect the integrity of the evaluation and award process, Proposal responses will not be available for public viewing until after the contract has been officially awarded. Offerors may not contact ODRC staff, other contractors or any other member of the State to discuss their Proposal or to discuss any of the other responses to the RFP. Offerors who attempt to make such contacts may be deemed not responsive.

All Proposals and other submitted material will become the property of ODRC and will not be returned. The Offeror should not include proprietary information in a Proposal because ODRC maintains the right to use any materials or ideas submitted without compensation to the Offeror. Additionally, all Proposals will be open to the public after ODRC awards the Contract.

ODRC will retain all Proposals or a copy of them, as part of the contract file for the period of the contract and any subsequent renewals. After the retention period, ODRC may return, destroy, or otherwise dispose of the Proposals and copies.

F. Waiver of Defects

ODRC maintains the right to waive any defects in any Proposal or in the Offeror's submission process. ODRC will only waive immaterial defects if it believes that is in the ODRC's interest.

G. Proposal Instructions

The Contractor must organize each Proposal in a manner consistent with the order of this RFP and any attachments, if any.

ORDC wants clear and concise Proposals. Potential contractors should take care to completely answer questions and meet all RFP requirements.

The requirements for the Proposal's contents and formatting are contained in an attachment to this RFP.

ODRC will not be liable for any costs incurred by any Offeror in responding to this RFP, even if the ODRC does not award a Contract through this process. ODRC may decide not to award a service contract. It may also cancel this RFP for these services through some other process or by issuing another RFP.

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PART TWO: RFP TIMEFRAME REQUIREMENTS

II. RFP TIMEFRAME REQUIREMENTS

The RFP proposal schedule is below. ODRC may change this schedule at anytime. If ODRC changes the schedule before the Proposal due date, ODRC will distribute the new schedule to all RFP recipients. Once ODRC awards the Contract, the Contractor must negotiate any subsequent schedule changes.

A. Firm Dates

RFP Issued:	12/09/2015
Inquiry Period Begins:	12/09/2015
Inquiry Period Ends:	01/13/2016
Proposal Due Date:	01/21/2016 by 11:00 AM Eastern Standard Time
Selection of Proposed Contractor	02/08/2016
Controlling Board	03/07/2016 – must be submitted by 02/16/2016
Work Begins:	06/1/2016

Failure to meet a deadline, in the submission or evaluation phases or any objection to the dates for performance in the Proposal phase, may result in ODRC not considering the Proposal of the Offeror.

B. Amendments to Proposals

Amendments or withdrawals of Proposals are allowed until 11:00 AM Eastern Standard Time, on the Proposal Due Date. No amendment or withdrawals will be permitted after the due date, except as expressly authorized by this RFP.

C. Proposal Deadline and Requirement

Each Offeror must submit four (4) complete, sealed, and signed copies of its Proposal, with the outside of each envelope clearly marked as:

“DRCP-16-2191 HEALTH SERVICES COMPREHENSIVE CLAIMS PROCESSING MANAGEMENT PROGRAM”

The term of this contract is from 6/1/2016 to 6/30/2017 with two (2) optional two-year renewals by mutual agreement.

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PART THREE: PROVISION OF HEALTH CARE SERVICES OVERVIEW

III. BACKGROUND

A. Department Overview

The Ohio Department of Rehabilitation and Correction (ODRC) currently has 27 institutions confining approximately 50,000 inmates. Four of those institutions house female inmates -- the Ohio Reformatory for Women (ORW), the Franklin Medical Center (FMC), the Northeast Reintegration Center (NERC), and the Dayton Correctional Institution (DCI). The Franklin Medical Center serves as a medical hospital for both genders. The remaining institutions house male inmates of varying security levels. Ohio's first "supermax" prison, the Ohio State Penitentiary, opened in Youngstown in April, 1998.

The State of Ohio also has two (2) privately-operated prisons: The North Central Correctional Complex (NCCC) in Marion and the Lake Erie Correctional Institution (LaECI) in Conneaut.

B. Healthcare Overview

ODRC is responsible for the supervisory and protective care, custody, and control of all inmates. In carrying out this statutory responsibility, the Department provides availability of and access to comprehensive healthcare services. Healthcare services include medical, mental health, dental and pharmacy services provided to inmates upon admission into the correctional system and throughout their incarceration whether delivered directly by the Department or through contract with private entities.

When an inmate enters one of the Department's three (3) reception centers, he or she receives a number of healthcare examinations conducted by Department health services' staff. A complete medical examination is administered, which includes any required laboratory tests and x-rays. The inmate also receives a dental examination and panorex x-ray. Additionally, inmates receive a mental health examination by mental health staff, to determine the inmate's current psychological functioning level. The inmate is assigned a medical classification level 1 through 4 (See Attachment One) and, if applicable, a functional limitation designation. Inmates who have been identified during the reception process as having a chronic illness, such as diabetes, asthma, hypertension, or seizures, are scheduled for routine follow-up visits with doctors, as appropriate, once they reach their assigned institutions.

At each correctional institution, on-site healthcare staff provides primary healthcare services to inmates. Healthcare staff, whether Department's or Contractor's, is available or on-call twenty-four (24) hours a day. Most ODRC institutions have a full service infirmary/clinic, to include physician services, nursing services, health information technicians, x-ray technicians, phlebotomists, pharmacy services, optometry services, substance abuse services and dental services. The medical service area in most institutions has x-ray capabilities, on-site phlebotomy, EKG services and a multitude of basic medical equipment. Prescriptions are filled through a centralized pharmacy process operated by the Ohio Department of Mental Health and Addiction Services. ODRC institutions have a dental clinic area that is furnished with basic dental equipment for the provision of primary dental care.

At least one R.N. staffs every shift at a correctional institution. For non-emergency medical care, inmates use a sign-up system to request treatment. Nursing staff triage patients as the first line of care. The nursing staff will refer patients who require further evaluation or treatment to physicians or physician extenders for the next level of service.

The inmates receive primary care treatment of acute illness and management of chronic, communicable or infectious diseases. The institution medical staff will screen severe or life-threatening health problems and appropriately refer patients to the Institution Chief Medical Officer or local emergency department as indicated by the patient's condition. Specialty medical services may be requested through the Institution Chief Medical Officer and the Department's internal utilization management process for specialty clinics held at Franklin Medical Center in Columbus. Specialty physicians from The Ohio State University Medical Center provide specialty physician services. The

ODRC uses local emergency departments to treat and/or stabilize emergency conditions. Should an inmate patient require a further extensive diagnostic evaluation, surgery, or extended hospital stay, they are stabilized at the local hospital and transferred to the Franklin Medical Center or the Ohio State University Medical Center when able to safely travel.

Two skilled nursing facilities, Frazier Health Center located in Orient, Ohio and the Franklin Medical Center located in Franklin County, provide more intensive health care treatment. Some inmates with serious illnesses or disabilities may be permanently assigned to one of these facilities during their incarceration. These medical facilities offer a cost-effective approach for long-term health needs of inmates.

Another level of health care is available through our partnership with The Ohio State University Medical Center (OSUMC), where emergency room and inpatient hospital services are provided, and surgeries and advanced diagnostic testing take place. Physicians from OSUMC also operate specialty clinics at the Franklin Medical Center. Inmates from all institutions are scheduled for these clinics as needed at this central location.

In accordance with ODRC's managed care system, acute level hospital stays are minimized by use of the Medical Center and Frazier Health Center as step down facilities. The Medical Center is also an invaluable resource in providing specialty care through the OSUMC/DRC partnership, long-term care beds, and a special care unit for the terminally ill. The OSUMC/DRC partnership also supports a dialysis unit at Frazier Health Center that provides treatment for 40 to 50 inmate dialysis patients, making it one of the largest such units in the state.

The Department utilizes a drug formulary in an effort to contain drug costs. The formulary is reviewed frequently to take advantage of drugs moving to generic status and other changes in the drug industry that would generate a financial or clinical benefit. If a physician needs to prescribe a drug that is not on the formulary they are expected to utilize the non-formulary medication approval process.

There are two main ways that institutions obtain drugs for use within the facilities and an emergency plan for drug procurement:

1. At most institutions ODRC purchases drugs through Ohio's Consolidated Prescription Drug Purchasing Program (CPDPP) which is administered by the Ohio Department of Mental Health and Addiction Services (ODMHAS) Pharmacy Service Center (PSC). These drugs are then dispensed using a mail order type of delivery system.
2. All prisons are required to maintain a system that allows them to purchase emergency medications 24 hours a day. These emergent purchases would be procured from local public pharmacies.

In March 1995, the Department successfully implemented telemedicine, an interactive video technology that provides specialty medical consults to Ohio prison inmates. The technology, the use of which improves communication and continuity of care while decreasing transportation costs, links 27 ODRC institutions across the state and the Office of Correctional Health Care with the Franklin Medical Center and The Ohio State University Medical Center. Approximately 1,500 such patient consultations are now completed each year.

C. Medical Administration Overview

The Department's Office of Correctional Health Care (OCHC) is the administrative office responsible for administering support and direct management of inmate healthcare services under the Managing Director and Medical Director. Within each of the Department's correctional institutions, Chief Medical Officers have responsibility for overseeing the delivery of healthcare services to inmates. In addition, the OCHC's staff monitors the delivery of inmate health services, serves as consultant to and supervisor of institutional healthcare staff where the Department provides health services, and performs contract management functions for vendor-provided healthcare, throughout the state.

Meeting the health care needs of the inmate population remains a constant challenge. The population is aging, and prior to incarceration, most did not receive regular medical and dental care and/or had life-styles that were not compatible with good health. The Office of Correctional Health Care must therefore treat a multitude of chronic and potentially life-threatening illnesses. Continuing advances in accepted medical treatment further increase the challenges of meeting these needs. In order to continue to provide quality care during a time of escalating medical costs, the bureau has implemented a system of managed care including primary care physicians, a standardized drug formulary along with a procedure for prior approval of non-formulary drugs, pre-authorization of non-mandatory medical treatments, utilization review of hospital expenditures.

D. Current Utilization Review Program Summary

In FY 2005, the Department implemented a Utilization Review program which included pre-certification for approximately twenty-two (22) specified diagnostic testing and procedures and a retrospective review of inpatient medical care provided to the ODRC inmate population by The Ohio State University Medical Center (OSUMC). Since FY 2011 a great deal has changed with ODRC's healthcare system. In FY 2011 ODRC's third party administrator processed 56,332 claims involving 69,072 unique individuals within the healthcare system. By FY 2015 only 28,062 claims were processed with a total of 74,191 unique individuals in the healthcare system. The primary reasons for this reduction were the implementation of a utilization management program, replacement of contract physicians and nurse practitioners with state employees and Medicaid. During FY 2013 the Ohio Department of Medicaid began paying all inpatient hospital claims for those individuals who were over age 65, pregnant, under age 21 and determined disabled. In FY 2014 Medicaid began to administer and pay for the claims for all inpatient hospital stays greater than 24 hours. FY 2015 is an example of the full impact of Medicaid claim handling. Since FY 2009 ODRC has utilized a third party to re-price claims from local community healthcare providers and the Ohio State University Medical Center. Local community healthcare providers are reimbursed a Medicaid rate in order to meet the requirements of Ohio Revised Code section 341.192. The Ohio State University Medical Center claims are re-priced at a rate stipulated by contractual language and are handled paperless with the Department's administrator through electronic means. As of FY 2015 the third party administrator of claims primarily handled outpatient medical/dental claims as referenced in the attached chart. In addition, the third party administrator of claims serves as a "gatekeeper" of inpatient claims to ensure the Department is not paying for claims that should be handled by Medicaid and provides detailed utilization data and statistical reports based on the claims processed on an ad hoc basis and regular reporting schedule (See Attachment 6).

State Fiscal Year	Total Number of Claims Paid	Total Number of Patients Receiving Care	Total Number of Inmates	Total Costs	Percentage of Inmates Receiving Care
SFY 2011	56,332	9,764	69,072	\$45,228,622	14.1%
SFY 2012	52,975	6,735	70,777	\$45,913,753	9.5%
SFY 2013	49,538	6,340	72,327	\$42,235,266	8.8%
SFY 2014	40,847	5,949	71,646	\$33,321,579	8.3%
SFY 2015	28,062	5,710	74,191	\$18,009,153	7.7%
Total	227,754	24,779	150,732	\$184,708,373	16.4%

Services		SFY 2011	SFY 2012	SFY 2013	SFY 2014	SFY 2015	Total
Inpatient	Number of Claims	1,890	2,143	1,790	1,010	16	6,849
	Cost	\$25,911,913	\$26,796,805	\$22,634,388	\$13,606,333	\$197,615	\$89,147,055
	Percent of Costs for the Year	57.3%	58.4%	53.6%	40.8%	1.1%	48.3%
Outpatient	Number of Claims	8,637	7,634	7,341	7,113	6,832	37,557
	Cost	\$10,742,019	\$11,331,063	\$12,113,777	\$13,394,570	\$13,759,343	\$61,340,772
	Percent of Costs for the Year	23.8%	24.7%	28.7%	40.2%	76.4%	33.2%
Medical and Dental	Number of Claims	45,805	43,198	40,407	32,724	21,214	183,348
	Cost	\$8,574,690	\$7,785,885	\$7,487,101	\$6,320,675	\$4,052,195	\$34,220,546
	Percent of Costs for the Year	19.0%	17.0%	17.7%	19.0%	22.5%	18.5%
Total	Number of Claims	56,332	52,975	49,538	40,847	28,062	227,754
	Cost	\$45,228,622	\$45,913,753	\$42,235,266	\$33,321,579	\$18,009,153	\$184,708,373
	Percent of Costs for the Year	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

PART FOUR: SCOPE OF WORK AND RESPONSE REQUIREMENTS
Health Services Comprehensive Claims Processing Management Program

IV. SCOPE OF WORK AND RESPONSE REQUIREMENTS

A. Objectives

ODRC has the following objective that it wants this Work to fulfill, and it will be the Contractor's obligation to ensure that the people the Contractor provides are qualified to perform their portions of the Work.

The objective of this RFP is to solicit Proposals for the requested services to the Ohio Department of Rehabilitation and Correction. The successful Proposal will form the basis of a contract for such services, and be the minimum acceptable standard expected of the contractor throughout the term of the contract.

It is the intent of the ODRC to acquire a complete and operational program for these requested services. The Contractor's proposal shall include any incidental items omitted from these specifications in order to deliver a working program and be in compliance with the specifications and requirements of this RFP. The Contractor's proposed service program, curriculum, staff and supplies must be fully identified, described and documented within the Proposal.

The Contractor must fully describe and document how they will fulfill the services as required by the RFP. The Contractor must provide services in a manner consistent with established standards of the American Correctional Association (ACA), the Ohio Department of Rehabilitation and Correction and all federal, state and local laws.

B. Proposal Format

Each Proposal must include sufficient data to allow the evaluation team to verify all of the Offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this attachment whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply will be an unacceptable response, if a detailed plan has been requested, and may cause the Proposal to be rejected.

These instructions describe the required format for a responsive Proposal. The Offeror may include any additional information it believes is relevant. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following, in this order and must be typed:

Each Proposal must contain the following, in this order and must be typed:

1. Cover Letter;
2. Letter of commitment to provide the service from sub-contractors;
3. Offeror Profile Summary, Attachment Three;
4. Completed & Signed Declaration Statements, Attachment Four;
5. Service Provider Profile Summary
6. Scope of Work:
 - A. Scope of Work;
 - B. Potential Problem Areas;
 - C. Project Management Methodology;
7. Proof of Workers Compensation Insurance;
8. Payment Address
9. Pricing Methodology
10. Completed W-9 IRS Form
11. Copy of EEO/AA Plan

1. Cover Letter

The Offeror must include a standard business letter signed by an individual authorized to legally bind the Offeror. The Offeror must be engaged in the business of providing the same or similar services as requested in this RFP. All services must comply with ACA Standards, any relevant licensure laws and related ODRC policies and protocols. The letter must also include the following:

Minimum Required Response:

- a. A statement regarding the Offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business;
- b. A list of the people who prepared the Proposal, including their titles;
- c. The name, address, telephone number, and fax number of a project representative who has authority to answer questions regarding the Proposal;
- d. A list of all sub-contractors, if any, that the Offeror will use to provide services;
- e. A statement that the Offeror's Proposal meets all the requirements of this RFP; and
- f. A statement that the Offeror is not now, and will not become subject to an "unresolved" finding for recovery under ORC 9.24, prior to the award of a Contract arising out of this RFP, without notifying ODRC of such finding.

2. Letter of Commitment from employees and/or sub-contractors

For each proposed sub-contractor, the Offeror must attach a letter from the sub-contractor, signed by someone authorized to legally bind the sub-contractor, and must include the following information:

Minimum Required Response:

- a. The sub-contractor's legal structure, Federal tax identification number, and principal place of business address;
- b. The name, address, and phone number of someone who is authorized to legally bind the sub-contractor to contractual obligations;
- c. A description of the services that the sub-contractor will provide;
- d. A statement that the Offeror is solely responsible for any payments made to the sub-contractor;
- e. A commitment to provide services at the specified site if the Offeror is selected;
- f. A non-discrimination statement;
- g. Information on any previous project partnering between the two organizations; and
- h. A statement that the sub-contractor has read and understood the RFP and will comply with the requirements of the RFP.

3. Offeror Profile Summary

Using the form provided in Attachment Three, the Offeror must provide a five-year (5) history of all contracts, for which the Offeror is providing, or has provided under any previous corporate name or identity, services similar to those requested in this RFP. Information provided includes: Company name

and address, contact person and phone number, program name, beginning date of project (month/year), ending date of the project (month/year), description of related services provided that relates to the requirements of this RFP. Attachment Three may be reproduced as needed to respond to the mandatory requirements and desirable requirements as stated in this RFP.

Accreditation by the Utilization Review Accreditation Commission (URAC) is a desirable qualification for the Offeror but is not a mandatory requirement. Offerors with URAC accreditation shall present documentation of accreditation.

4. Completed and Signed Declaration Statements

Using the form provided in Attachment Four, the Offeror must provide required information related to the following:

- Ohio Elections Law
- Ohio Ethics and Conflict of Interest Laws
- Equal Employment Opportunity
- Location of Services/Off-shore/I-9 Certification
- Contract Performance
- Conflict of Interest

5. Service Provider Profile Summary

Offeror must provide adequate and qualified personnel to provide the services listed in this RFP. The Offeror's proposed staffing plan is to begin with the established and stated acceptable minimum level of personnel, found in the Contractor Staffing Requirements portion of Work Plan, and include the most efficient mix of both numbers of service providers and experience and/or licensure level of providers required to comply with the purpose and intent of this RFP. Each of the Offeror's proposed candidates must meet all of the applicable technical experience. The Contractor must engage only licensed and qualified personnel to provide professional coverage.

The Offeror must provide the following documentation for all candidates named in the proposal:

1. A current resume or Curriculum Vitae for the proposed service provider. (Must include education, training, complete work history to include name of facility or organization, complete mailing address, name of an administrator or supervisor and a correct telephone number and an explanation of any gaps in employment.)
2. A copy of current applicable licensure of the proposed service provider, as delineated in the Scope of Services.
3. A copy of any other relevant certificates of education, training etc.

***Note:** For each proposed subcontractor and/or independent contractor, the Offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor in accordance with the requirements stated under the cover letter section of this attachment.

If Ohio licensure is required, any providers proposed at the time of Proposal submission must hold the applicable and valid Ohio licensure. Please submit verification of the service provider's standing with the applicable Ohio licensing board. The acceptability of any clinician with previous documented action by the board will be considered on a case-by-case basis.

ODRC may reject any proposal if an Offeror's candidate does not meet the minimum requirements for the position that the Offeror proposed the candidate to fill.

Each candidate proposed by the Contractor at any time during the term of this contract and any subsequent extensions, must meet all of the applicable technical experience. The Offeror is not to propose personnel solely as a startup effort, with the intention of introducing replacement personnel at the earliest possible opportunity. The quality and level of the awarded staffing plan must be provided, by the Contractor, throughout the term of the Contract, unless prior approved waivers are granted by ODRC.

The final Contractor will not remove or replace proposed candidates from the Work without providing written notice to the ODRC. The final Contractor must provide documentation to the ODRC as required

by this RFP (i.e. current resume or CV, DEA certificate, applicable current Ohio licensure, etc.) before any candidate is approved to provide services within an ODRC institution. The final Contractor must notify ODRC immediately of any service provider who has any licensure problems and must stop provision of services immediately by any service provider who becomes unlicensed, professionally impaired or is criminally prosecuted during the term of this contract.

The qualifications of Offeror personnel and/or subcontractors are material to the State's evaluation and subsequent award of the Contract. Any personnel and/or subcontractors identified in the Offeror's Proposal will be considered the standard by which any subsequent replacement personnel and/or subcontractors will be evaluated. ODRC may determine that any proposed replacement candidates meet the minimum qualifications of this RFP and still substantially reduce the value ODRC perceived it would receive through the work of the original individual(s) the Contractor proposed and on whose credentials ODRC decided to enter into a contract. Therefore, ODRC will have the right to reject any candidate that ODRC determines will provide diminished value.

The final Contractor will provide the institution with a resume, copy of licensure, certification or degree if applicable, a signed background investigation release statement, and written verification of successful completion of a drug screen test for any person recommended for placement at the institution at any time during the term of this contract and any subsequent extensions. The ODRC may request a drug screen test of any on-site provider that displays behaviors that indicate the use of drugs at any time during the term of this contract and any subsequent renewals. The cost of the drug screen test will be the responsibility of the Contractor. The drug screening must test for cocaine, amphetamines, PCP, THC (marijuana), and opiates. The institution will run computerized criminal history checks on each prospective service provider at no charge to the Contractor for the background investigation report. All Contractor's personnel and sub-contractors must pass background checks and comply with security regulations.

The final Contractor must show proof of current inoculations and/or screening tests for infectious diseases (e.g. Tuberculosis screening, Hepatitis B vaccinations, and any other inoculation or screening test as required by the Department) for each member of the Contractor's health care staff or other service providers as required by ODRC policy (both professional and clerical). The Contractor is required to update personnel files as necessary for the above.

The Offeror, its personnel and/or subcontractors are not employees of ODRC with regard to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code for state and federal tax law, state workers' compensation law, and state unemployment insurance law. The Offeror and subsequent Contractor accepts full responsibility for payment of all taxes, including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or deductions required for employees engaged by an Independent Contractor. ODRC shall not be liable for any taxes or premiums incurred by the Offeror and subsequent Contractor.

6. Work Plan

This section must fully describe the Offeror's approach, method and specific steps for providing services. The detailed Proposal must present and explain the Offeror's recommended approach to the project, including method of delivery for the following:

A. Scope of Work

The Offeror must respond to and demonstrate an understanding of the project scope "Scope of Work," and the nature of each activity. The Offeror must make this description as complete and as detailed as possible. The Offeror must indicate the following details in its explanation:

1. Which services will be performed by the Contractor and which services will be performed by a subcontractor;
2. Which services will be performed on-site at the facility and which services will be performed off-site, if any, at another selected facility or site.

Health Services Comprehensive Claims Processing Management Program

1. Overview of the Scope of Work

The Ohio Department of Rehabilitation and Correction (ODRC) is seeking a vendor to design, implement and operate a Comprehensive Claims Processing Management Program. The overarching goals of the service will be to improve the Department's delivery of healthcare services to the inmate population through improved utilization management, coordination of care, and decreased procedure costs, and to promote healthcare delivery decisions based on cost, productivity and/or outcome data.

Due to the unique nature of the correctional environment and its complex operational and management structure, the Department desires to contract with a vendor highly experienced in operating a Claims Processing Management Program. A more detailed description of services being sought is provided below. Because the need for these services is immediate, delivery time is of the essence. Interested vendors with the resources and capability to fully deliver all services as specified are strongly encouraged to submit responses.

Note: This Request for Proposal may not provide a complete understanding of the required business environment and service needs, and may not contain all matters upon which a Contract resulting from this RFP shall be based. The absence of detailed descriptions in the Scope of Work as to any details or the omission from that section of a detailed description on any point shall be understood as meaning that the Department will negotiate all services in its best interest and in furtherance of the objectives of this RFP.

The Department is requesting proposals from qualified vendors who have at least two (2) years of business/corporate experience within the last five (5) years providing a Claims Processing program. The Department intends to award a single statewide contract. The award shall be based upon funding availability and the Department's final determination of service needs.

In addition, subsequent to establishing a contract resulting from this RFP, if the Department determines that additional services within the scope of the service, additional minimum specifications, modifications, or deletions are needed and it is in the Department's best interest to amend the scope of service with regards to methods of utilization management and healthcare delivery, then the Department may enter into negotiations with the Contractor to amend the Contract.

2. Contractor General Services Responsibilities

The Contractor shall design, implement and operate an effective Comprehensive Claims Processing Management Program that shall meet or exceed the minimum service requirements outlined and summarized in Part Four of this RFP.

The successful Contractor must ensure the following: that appropriately trained healthcare staff are involved in the Claims Processing and service delivery process; that all of the software programs utilized in the provision of services required by this RFP interface with the State's computer systems at no additional cost to the State; and the Contractor submits to the Department encounter-based and systemic statistical reports on healthcare operations regarding medical care provided to inmates.

The Contractor shall be responsible for the administration and management of all aspects of the service delivery contemplated by this RFP. Any delegation of activities does not relieve the Contractor of this responsibility. This includes delegating to any subcontractors, employees, agents, or anyone acting for or on behalf of the Contractor. If the Contractor delegates claims adjudication functions to a Third Party Administrator (TPA), the TPA must be licensed to do business as a TPA in the state of Ohio.

If the Contractor has a governing body, the relationship between management personnel and the governing body shall be set forth in writing, including each person's authority, responsibilities, and function. The provision of position descriptions for key personnel shall meet this requirement.

3. ODRC General Service Responsibilities

The Department will be responsible for the following tasks in support of the resultant contract:

- Provide policy training and contract clarification as requested by the Contractor;
- Provide timely review of all materials submitted to the Department by the Contractor, as needed;
- Provide training in the appropriate use of Contractor systems as needed;
- Facilitate access to the healthcare data contained in the Department's Offender Tracking System (DOTS) and Medical Information System and any Electronic Health Record to enable the Contractor to review inmate healthcare information and conduct research and analytical work, such as trend and pattern analyses required to accomplish service delivery;
- Perform regular monitoring functions to ensure compliance with contract terms and conditions.

4. Utilization Management Data Reporting Services

The Contractor shall provide an effective Claims Processing Management or Third Party Administrator (TPA) service that includes a comprehensive healthcare and oversight system that includes, but is not limited to the following components:

- 4.1 The Contractor shall perform Inpatient and Outpatient data collection and analysis of services provided and shall provide, when possible, comparative data for indicators measured with the goal of process improvement and improvement in the overall health of inmates on the following but not limited to:
 - Daily Inpatient/Outpatient Hospital Reporting by Key Data Elements
 - Diagnostic Codes for Admission, On-going Stay and Discharge
 - Identification of Patterns of Prescribing and Trends Analysis
 - Identification of Outliers, Variance/Variability
 - Inpatient Days per Month
 - Average Length of Stay
 - Claims Processing Software
 - Information Availability by Diagnostic Code, by Facility, by Provider
 - Site Level Availability for Query and Report Functions
 - Automated Linkage from Approval to Scheduling
 - Linkage from Scheduling to Event Completion

- 4.2 The Contractor shall collect Inpatient/Outpatient cost data from healthcare providers and perform cost data analysis of services provided and analyze comparative data for indicators measured with the goal of cost containment which includes, but is not limited to the following:
 - Linkage from Event Completion to Claims
 - Linkage from Claims to Payment
 - Linkage from Payment to Estimated Cost at Initiation of Referral
 - Cost per Day – Inpatient Hospital, Inpatient at FMC, Infirmary Care
 - Cost per Case – Surgical Procedure
 - Cost by Diagnostic Codes, Provider, Facility, Region, and Inmate
 - Monitoring of Unauthorized Claims
 - Automated Linkage between all UM Elements from Referral through Payment
 - Tracking Capability for Internal (Provider) and External (Vendor) Users
 - Status Reporting
 - Loaded Information Regarding Provider/Hospital Payment Structure

- 4.3 The Contractor shall provide claim review and re-pricing of billing from local hospitals and any community healthcare providers to meet the requirements of Ohio Revised Code section 341.192, to include, but is not limited to the following:
- Bill processing, including receipt of patient specific claims, claims-scrubbing for accuracy, and payment of "clean claims" to be reimbursed by ODRC.
 - Review CPT-4 Procedure and ICD-9/10-CM diagnosis coding assigned to the billings that are received. The Contractor shall be responsible for resolution with the medical service provider of discrepancies or deviations of such coding from established guidelines.
 - Provide quarterly reports detailing billings received and payments approved with inmate and institution information.
- 4.4 When requested or deemed necessary by the Department, the Contractor shall participate in healthcare contract negotiations with the ODRC.
- 4.5 The Contractor shall provide a database file, in usable format to determine the following:
- An itemized detailed excel spreadsheet of interface vouchers processed through OAKS showing the payment dates;
 - An itemized detailed excel spreadsheet of interface vouchers that processed through OAKS but are in error;
 - An itemized detailed excel spreadsheet of interface vouchers that did not go through OAKS (ODRC is not aware of these claims).
- 4.6 The Awarded Contractor shall:
- It is the Awarded Contractor's responsibility to supply New Vendor Packet information to Providers;
 - Then work with the Providers and send packets to Ohio Shared Services (OSS); once the Provider is added in the Ohio Administrative Knowledge System (OAKS), request a purchase order (PO) from ODRC;
 - Confirm Tax Identification Numbers (TIN) and addresses with Providers;
 - Review current ODRC purchase orders previously received from ODRC before requesting a new PO;

5. Contractor Staffing Requirements

5.1 General Administrative Requirements

The Contractor shall provide an adequate level of staffing for provision of the Claims Processing / Management service. Additionally, the Contractor and Contractor's staff shall liaise with and maintain a good working relationship with Department staff and other providers working with the Department.

5.2 Contractor Key Staff Administrative Positions and Responsibilities

The Contractor shall provide the following minimum key administrative staff positions in support of this Contract:

5.2.1 Chief Executive Officer (or equivalent title) - The Chief Executive Officer is the highest ranking officer in the Contractor's company or organization. The CEO shall have a minimum of two (2) years' experience as CEO in a company providing Claims Processing Services.

5.2.2 Administrative Project Manager (or equivalent title) - The Administrative Project Manager is the individual who will have corporate responsibility for administration of the Contract. This individual shall have a minimum of three

(3) years' experience within the last ten (10) years at the management level, providing direct administrative oversight of a large-scale health-related program, preferably in a correctional system.

5.3 General Reporting Requirements

The Contractor shall supply reports to the State based upon data it has gathered, using specially modified reports used in the commercial world at the current time. Established actuarial and statistical means will be used to support the trends established.

The Contractor shall provide the following reports electronically in the time frames specified. All electronic reports shall be downloadable into an excel format, unless otherwise approved by the Department. After initial reporting for the first month or quarter of the contract, changes to the report format required by the Department shall be made by the Contractor. Reports shall be provided to the Contract Manager unless otherwise specified. All reports shall be developed in such a manner as to be understood by the Contract Manager or other Department management staff.

5.3.1 Return on Investment Report: The Contractor shall provide to the Contract Monitor and Managing Director of Healthcare a quarterly report on the return on investment services provided as required by this RFP (quarters to be based on fiscal year of July through June), no less than fifteen (15) days after the end of each quarter. The return on investment report shall be submitted in a format approved by the Contract Monitor. Any changes made to this format by the Department during the term of the Contract shall also be made by the Contractor.

5.3.2 Quarterly Reports: The Contractor shall provide to the Contract Manager a quarterly report by the tenth (10th) business day of January, April, July and October the cumulative information gathered over the previous calendar quarter or portion thereof.

5.3.3 Ad Hoc Reports: The Department reserves the right to require ad hoc reports, other information pertaining to Contract compliance, or other reports or information that may be required to respond to grievances, inquiries, complaints and other questions raised by inmates or other parties. The Contractor shall submit the report or information in not less than seventy-two (72) hours after receipt of the request. When the Department determines time is of the essence, the Contractor will make every effort to answer the request as soon as possible so that the Department can respond to the authority or party making the request.

5.4 Performance Measures

The Department has not determined definitive performance measures for this service. The Department desires to contract with a provider who clearly demonstrates its willingness to be held accountable for the achievement of performance measures in successfully delivering services under the Contract; therefore, for the purposes of the initial proposal submission and negotiation, interested vendors are encouraged to submit performance measure categories with an explanation of the outcome, measure and standard (level of achievement).

5.5 Quality Assurance Program

The Contractor shall provide a Quality Assurance Program. This program will be subject to approval by the Department's Contract Manager.

5.6 Value-Added Services

Value-added services include any services, including technology system functionality that the Contractor offers to provide as part of the Contract resulting from the RFP that is either not required to be provided in the initial RFP or clearly exceeds the minimum requirements of required service delivery as set forth in the initial RFP and/or that may be unknown to the Department at this time.

Any value-added service proposed by the Contractor may become a requirement of the Department's minimum service specification as set forth in the request for Best and Final Offers from respondents. Any value added services offered in the BAFO and accepted by the Department shall be set forth in the final Contract.

B. Potential Problem Areas

The Offeror must identify any potential problem areas and recommend solutions for those identified problem areas.

C. Project Management Methodology

The Management Plan must be as complete as possible at the time of submission. It must contain the following:

1. Describe the Offeror's proposed organization(s) and management structure responsible for fulfilling the Contractor's requirements and provide a proposed table of organization. The table must reflect the corporate suspension of all line staff, and administrative staff responsible for functional service delivered on-site and off-site.
2. Describe the nature and qualifications of any proposed management staff.
3. Describe the Offeror's recruiting capabilities and the Offeror's ability to respond to acute recruitment needs prior to the start of the Contract.

If the Offeror chooses to use any sub-contractor(s), this part of the Offeror's Proposal must describe its approach to effectively manage its sub-contractors.

7. Proof of Workers' Compensation Insurance

The Contractor must carry and show proof of current coverage for Workers' Compensation for all employees, subcontractors and independent contractors under this contract. The Contractor agrees and understands that ODRC shall not provide Workers' Compensation coverage for the contractor, employees of the contractor or any subcontractors. Sole proprietors and staffing agency companies are also subject to comply with all Workers' Compensation insurance requirements.

Minimum Required Response:

The Offeror must provide proof of Workers' Compensation coverage and must maintain coverage for the term of this contract and any subsequent renewals (a copy of a current certificate) for the following insurance policies:

- Workers' Compensation coverage, as required by Ohio law. This shall cover all employees of the Independent Contractor. Any service providers acting, as sub-contractors must also show proof of current Workers' Compensation coverage.

All insurance policies must remain in effect during the term of this contract and any subsequent renewals. The Contractor must continue to provide proof of current coverage for each policy any time a previous certificate expires.

8. Payment Address

The Offeror must provide an address for payments.

9. Pricing Methodology

The Department has not determined a definitive pricing methodology for this service. It is seeking a final pricing option that will provide the best value to the State, therefore, for the purposes of the initial proposal submission and negotiation, interested vendors are encouraged to submit one or more pricing methodologies with estimated prices. The successful Offeror will invoice for services on a mutually agreed upon schedule. The schedule is for the convenience of the contractor and represents lump sum payments from their fee for services rendered. Payment will be made within thirty (30) days upon receipt of a proper, correct invoice and documentation of completion of work, in compliance with O.R.C. 126.30.

10. W-9 Form

The Offeror must complete a W-9 form in its entirety. At least one original W-9 form must be submitted, completed in blue, not black, ink. All other copies of a Proposal may contain copies of the W-9 form. Please indicate on the cover letter, which Proposal is the original. The W-9 form may be accessed and downloaded at the following website: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

11. Completed Affirmative Action Program Verification Form

The Contractor must **complete online** and have on file with the DAS Equal Opportunity Division to comply with affirmative action requirements. See instructions for electronic submittal of form.

Equal Opportunity Division, Affirmative Action Plan

Instructions for electronic submittal of forms to the Department of Administrative Services (DAS), Equal Opportunity Division ~ MBE/EDGE application, Unified application, EDGE Complaint form, Affirmative Action Program Verification form, Certificate of Compliance application and the Input Form 29 – Work Hour Report:

Forms can be accessed through the Equal Opportunity Division's webpage:

<http://das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

OR

Forms can be submitted directly on the Ohio Business Gateway webpage:

<http://business.ohio.gov/efiling/>

Steps to access, complete and submit EOD forms

1. Create a business account on the Ohio Business Gateway (OBG) webpage
 - > Multiple users can be created for one business
 - > Additional Users must be created by the administrator of the business account
2. Log In ~ User Name and Password
3. Select Service ~ Equal Opportunity Division
4. Select type of form (MBE/EDGE application, Affirmative Action Program Verification form, Certificate of Compliance, I-29, etc.)
5. Complete fields on form
 - > Fields that required dollar amount – do not insert \$ or ,
 - > Look for “Help Bubbles”
6. Review Summary Page for accuracy
 - > Errors found – select Back button at the bottom of the screen and revise desired field(s)
 - > Print page for record keeping
7. Summary Page – Select “Accept Data”
8. **Check Out** - Home Page - Select “**Checkout (File and Pay)**”
9. Print Confirmation Page for record keeping
10. Forms will not be accessible to the Equal Opportunity Division until the following business day.

PART FIVE: SPECIAL SERVICE CONTRACT TERMS AND CONDITIONS

V. SPECIAL SERVICE CONTRACT TERMS AND CONDITIONS as follows:

Orientation: The Offeror agrees that all on-site providers must attend an orientation session prior to entering the institution in accordance with ODRC Policy 39-TRN-12. The Offeror shall be financially responsible for the time to attend this orientation. The institution will provide the instructors and the training site.

Invoice Adjustments: The ODRC may deduct from its payment on an invoice for vacancies in the minimum posts specified in the Staffing Plan. The amount to be deducted shall be the cost of the position as reported in the hourly-rate section of the pricing pages. This adjustment shall not be considered a form of liquidated or actual damages to compensate the ODRC for the consequences of the vacancy, but is a payment adjustment for a service not provided or received, as required by the Contract.

Penalties: If the Contractor fails to satisfy its obligations, ODRC may, in addition to its right to declare the Contractor in default, impose against the Contractor monetary penalties. The ODRC may waive or reduce penalties at its discretion for unusual circumstances. Hourly penalties shall be determined individually for each facility receiving services. The Contractor must provide, prior to award, the number of hours of service the ODRC will be provided at each institution and the hourly rate (salary and benefits documented on Attachment Six) that the employee will be paid for each type of on-site service provided which will be used for calculating penalties when services are not provided, as required by the contract. After thirty (30) days, a staff vacancy may also be subject to an assessment of liquidated damages without the necessity of written notice.

Liquidated Damages: In the event of a breach by Contractor in any of the defined areas, the ODRC may assess, as liquidated damages, the monetary amounts calculated by the formula below. In the interest of promoting cooperation and the successful accomplishment of the objectives of the Contract, the ODRC will have discretion to apply or waive liquidated damages for any occasion of Breach. The ODRC is not obligated to assess liquidated damages before availing itself of any other remedy. Liquidated damages may continue to be assessed until the Contractor cures the breach. Liquidated damages are intended to represent solely the damages sustained by the ODRC in losing the benefits of the Contract.

Definitions

1. **Breach of Contract** – The Contractor shall be deemed to have breached the Contract, if any of the following occurs:
 - Failure to perform in accordance with any term, condition or provision of the Contract;
 - Partial performance of any term, condition or provision of the Contract; or
 - Any act prohibited or restricted by the Contract
2. **Failure to Staff** – The Contractor has failed to staff the area in question, in accordance with the approved Staffing Plan or failed to hire within the required time frames thereby having a Position Vacancy.
3. **Failure of Staff to Perform** – The staff of the Contractor assigned to the area has not performed the duties as required by the Contract.
4. **Failure to Document** – The Contractor has failed to complete or failed to accurately complete the required reports, logs, files or other required written, audio and video documentation.
5. **Failure to Report** – The Contractor has failed to submit required reports; failure to report incidents or other information to the ODRC as required by the Contract.
6. **Failure to Comply with Standards** – The Contractor has failed to comply with any of the following standards: Federal, State or local law and ordinances, ACA Standards, NCCHC Standards (if applicable), ODRC Policy Directives and Standard Operating Procedures and Protocols, or Legal Settlements, and Operating Procedures, ODRC Director's Office

Memorandum, Ohio Administrative rules, ODRC Chronic Care Guidelines, ODRC Transportation Policy and/or Corrections Mental Health Program Admission/discharge Criteria and Guidelines.

Liquidated damages for each occurrence will be calculated in accordance with the following formula:

- **Breach Weight** times **Daily Breach Value** times **Duration of Breach** = **Penalty**

Breach Weight values are hereby noted below:

<u>Breach</u>	<u>Weight</u>
▪ Failure to Staff	5
▪ Failure of Staff to Perform	5
▪ Failure to Document	4
▪ Failure to Report	3
▪ Failure to Comply with Standards	5
Total Breach Weight:	<hr/> 22

Daily Contract Value is determined by the total Contract Value divided by 365 days in effect.

Daily Breach Value is determined by the Daily Contract Value divided by the Total Breach Weight.

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PART SIX: EVALUATION OF PROPOSALS AND CONTRACT AWARD

VI. EVALUATION OF PROPOSALS AND CONTRACT AWARD

A. Rejection of Proposals

ODRC may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that ODRC believes is excessive in price or otherwise not in its interests to consider or accept. Additionally, ODRC may cancel this RFP, reject all the Proposals, and seek services through a new RFP or other means.

B. Evaluation of Proposals Generally

A two-part evaluation process will be utilized in leading to award recommendation of this RFP:

1. Initial Review; Team's Evaluation of the Proposals;
2. Request for More Information (Interviews, Presentations, and Negotiations)
3. Contract Negotiations

It is within the purview of the evaluation team to decide whether phases four and five are necessary. The team has the right to eliminate or add phases if the team believes doing so will improve the evaluation process

C. Evaluations, Part One: Proposal Evaluation Method and Criterion

An initial review will be performed by an evaluation team consisting of individuals designated by the Chief of the Office of Correctional Health Care. This evaluation team will review all proposals for their format and completeness, will rate the proposals and come to an agreement on a consensus score based on the following criteria and weight assigned to each criterion:

Criterion	Maximum Score
Project Management Approach <ul style="list-style-type: none"> ▪ Quality & Feasibility-the proposed approach that has a high likelihood of success; ▪ Data Collection/Analysis & Proposed Enhancements; ▪ Performance Measures – accurately enable reliable interpretation & adjustment; ▪ Risk Management; ▪ Pricing Methodology; 	50 points
Previous Claims Processing Management Experience <ul style="list-style-type: none"> ▪ Medical Management Savings Report Summary; ▪ Proposed Cost Containment; ▪ Claims Performance Measures; ▪ Experience working with OSU electronic Claims Processing; ▪ Value Added Service; 	30 points
Project Team Qualifications	20 points

June 1, 2015 to June 30, 2017	Estimated 13 Month Volume FY1617	Unit Rate	Unit	Extended Price FY1617
Claim Review and Re-pricing	28,000		per claim	
Reporting and Analysis	13		month	
Fiscal Year 2016/2017 Projected Total Cost				

This RFP asks for responses and submissions from Offerors, most of which represent components of the above criteria. While each criterion represents only a part of the total basis for a decision to award the Contract to an Offeror, a failure by an Offeror to make a required submission or meet a mandatory requirement will normally result in a rejection of that Offeror's Proposal. The value assigned above to

each criterion is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that the State received. It is not a basis for determining the importance of meeting any requirement to participate in the Proposal process.

Each member of the evaluation team will evaluate and numerically score each Proposal forwarded to it. The evaluation will be according to the criteria detailed above. The evaluation team has a right to break these criteria into components and weight any components of a criterion according to their perceived importance. The evaluation team will then meet and review each Proposal's scores and come to an agreement on a consensus score.

The evaluation will result in a point total being calculated for each Proposal. Those Proposals scored as the highest-ranking proposals within the competitive range* will be scheduled to interview and negotiate with the evaluation team and other representatives from the ODRC as determined by the Office of Correctional Health Care Chief for the next phase of the evaluation.

***Competitive Range:** That group of proposals, as determined during the evaluation, considered to have a reasonable chance of being selected for award and who are therefore chosen for additional consideration as noted in Evaluations, PART TWO. Proposals not in the competitive range are given no further consideration.

D. Evaluations, PART TWO: Interviews, Presentations, and Negotiations of Top-Ranked Proposals

The evaluation team will conduct interviews of the highest-ranking candidates and make final determination of award, based on results of the interview and negotiation process. Such interviews provide the Offeror with an opportunity to clarify its proposal and to ensure a mutual understanding of the RFP content. During this phase of the evaluation, the Offeror and ODRC will engage in negotiations regarding pricing methodology, performance measures and other components of the project as determined to be in the best interest of the State. These interviews will be scheduled at the convenience and discretion of the evaluation team.

The evaluation team will numerically rank the interviews and negotiations. The contract will be awarded to the Offeror whose proposal represents the best overall value to the State.

E. Clarifications & Corrections, Generally

During either part of the evaluation process, clarifications may be requested from the Offeror under consideration and may give any Offeror the opportunity to correct defects in its Proposal if ODRC believes doing so does not result in an unfair advantage for the Offeror and it is in ODRC's interests.

Clarifying information is requested by ODRC as part of the evaluation process. Any attempt on the part of the Offeror, the Offeror's agent(s), or any party representing the Offeror, to submit correspondence that is determined by ODRC to be an attempt to compromise the impartiality of the evaluation, or any attempt on the part of the Offeror to communicate with any member of the State regarding the evaluation process may be grounds for immediate disqualification of the Proposal.

F. Offeror's Performance History with Other Jurisdictions

Offerors must provide a list of all contracts performed within the past seven years, for which the Offeror is providing, or has provided under any previous corporate name or identity, similar services. Using the form provided as Attachment Four, Offerors must identify references from previous contracts of similar size and complexity to the scope of this RFP.

G. Background Investigations

Contractor personnel must pass a background investigation Contractor personnel must pass a background investigation conducted by ODRC in accordance with ODRC policy 34-PRO-07. Background Investigations as a requisite under this contract. ODRC will conduct a computerized check through a national database and with applicable Ohio licensing agencies. The cost of this investigation will not be the responsibility of the Offeror.

H. Financial Ability

The evaluation team may insist that an Offeror submit financial documents for the past three years if the evaluation team is concerned that an Offeror may not have the financial ability to carry out the

Contract. This is not an essential element of the initial evaluation phase, but may be requested at any time. If the evaluation team finds that the Offeror's financial ability is not adequate, they may reject the Proposal despite its other merits.

I. Contract Award

The contract will be awarded to the Offeror(s) whose Proposal represents the best overall value to the State. ODRC plans to award the Contract no later than the date specified in PART TWO of this RFP, if ODRC decides the Contract is in its best interests and has not changed the award date. If the value of the contract, combined with any other contract(s) that the contractor holds with ODRC totals \$50,000 or more for the period of work designated in this contract, the contract will need the approval of the Ohio Controlling Board, and any announcement of award is contingent upon that approval.

In awarding the Contract, ODRC will issue an award letter to the selected Contractor. The Contract will not be binding on ODRC until the ODRC's duly authorized representatives sign the Contract, the ODRC issues a purchase order and all other prerequisites identified in the Contract have occurred. The selected Offeror will receive an executed copy of the contract (sample provided as Attachment Three).

ODRC expects the Contractor to commence the work on the Work Begins date specified in PART TWO of this RFP and ODRC will issue a purchase order under the contract.

J. Contract

If this RFP results in a Contract award, the Contract will include this RFP, written amendments to this RFP, the Contractor's Proposal Letter, and written, authorized amendments to the Contractor's Proposal. These contract elements will be incorporated into the standard ODRC Service Contract format (Attachment Three). The Contract may also include any materials incorporated by reference in the above documents. The general terms and conditions for the Contract are contained in the Contract, Attachment Three. If there are conflicting provisions between the documents that make up the Contract, the order of preference for the documents is as follows:

1. This RFP, as addended;
2. The documents and materials incorporated by reference in the RFP;
3. The Contractor's Proposal, as amended; and
4. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, purchase orders, change orders, and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment or change order will take precedence over anything else that is part of the Contract.

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ATTACHMENT ONE: DESIGNATED MEDICAL LEVELS OF CARE

1. Designated Levels of Care have been established by the Office of Correctional Health Care to assure provision of necessary medical care to inmates with serious medical conditions. The following levels have been established to define the level and extent of care available, particularly in regards to surgical intervention.

Level 1	Care that is medically mandatory: This includes emergency care and cases where urgent medical intervention is required: e.g. heart attack, appendectomy, etc.
Level 2	Care that is presently medically necessary: Care without which the inmate could not be maintained without significant risk of either further serious deterioration of the condition or significant reduction of the chance of possible repair after release, or without significant pain or discomfort.
Level 3	Care that is medically acceptable, but not medically necessary, and is considered to be elective (e.g., Non-cancerous skin lesions, etc.)
Level 4	Cosmetic or other care that is not considered medically necessary. This may include, but is not limited to, cases such as tattoo removal, elective circumcision, minor nasal reconstruction and other cosmetic surgery.
2. Cases that fall within levels (1) and (2) are generally eligible for provision of medical or surgical procedures.
3. Cases in levels (3) and (4) will generally not result in provision of medical surgical services.
 - Level (3) cases may result in the provision of services where a special need or situation exists on a case by case basis.
 - Procedures that fall into Level (4) will require the approval of the Departmental Medical Director

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ATTACHMENT TWO: SAMPLE SERVICE CONTRACT

FOR OFFICE USE ONLY:

Contract No. 403-16-2191	Fund	ALI
Dept.	Program	OAKS Vendor ID No.

**Purchase
Contract
Between the
Ohio Department of Rehabilitation and Correction
Office of Correctional Health Care (OCHC)**

And

THIS CONTRACT is made and entered into effective ____ day of _____, _____ by and between the Ohio Department of Rehabilitation and Correction, **Office of Correctional Health Care** (hereinafter collectively referred to as “Agency”), located at **770 West Broad Street** and **Columbus OH 43222** (hereinafter referred to as “Contractor”), and located at _____ (hereinafter referred to as “Contract”).

WHEREAS, Agency desires to engage Contractor to provide **Health Services Comprehensive Claims Processing / Management Program**;

WHEREAS, pursuant to Section 5120.09 of the Ohio Revised Code, Agency may enter into agreements with contractors to effectuate the purposes for which Agency was created;

WHEREAS, Contractor desires to provide such services and/or such goods in accordance with the terms and conditions prescribed by Agency; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

ARTICLE 1: NATURE OF CONTRACT

- 1.1 Contractor shall be employed as an independent contractor, to fulfill the terms of this Contract. It is specifically understood that the nature of the services and/or goods to be rendered under this Contract are of such a personal nature that Agency is the sole judge of the adequacy of such services and/or goods. Agency thus reserves the right to cancel this Contract should Agency at any time be dissatisfied with Contractor’s performance of its duties under this Contract.
- 1.2 Agency enters into this Contract in reliance upon Contractor’s representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience.
- 1.3 Contractor shall provide services and/or goods and Agency shall not hire, supervise, or pay any assistants to Contractor in its performance under this Contract. Agency shall not be required to provide any training to Contractor to enable it to provide services and/or goods required hereunder.

- 1.4 In the event of a cancellation by Agency, Contractor shall be reimbursed in accordance with Article 6, Termination of Contractor's Services and/or Goods. All provisions of this Contract relating to "confidentiality" shall remain binding upon Contractor in the event of cancellation.
- 1.5 Agency may, from time to time, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Contract. Upon such notice and within ten (10) days after receipt of instructions, Contractor shall comply with such instructions and fulfill such requests to Agency's satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Contract. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with the Contractor. Agency retains the right to ensure that Contractor's work is in conformity with the terms and conditions of this Contract. It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of Agency or the State of Ohio.

ARTICLE 2: SCOPE OF SERVICES AND/OR GOODS

- 2.1 If the purchase was not solicited, the Contractor shall provide the following scope of services and/or goods:

(If additional space is needed, then attach an additional page headed "Continuation of 2.1" which is attached hereto and incorporated herein.)

If solicited, the solicitation (number **DRCP-16-2191**) documents, which describe the goods and/or services to be provided and the payment terms which are attached hereto and incorporated herein.

- 2.2 The Contractor's Agency contact person for this Contract is _____ who is responsible for overseeing compliance of the terms and conditions of this Contract and must verify and account for expenditures of state funds resulting from Contractor's provision of services and/or goods.
- 2.3 Contractor shall not discuss or disclose with any non-party any information or material obtained pursuant to its obligations under this Contract without the prior written consent of Agency.
- 2.4 Due to institutional security requirements, available hours to provide services and/or goods may be limited by inmate availability. In that event, the Contractor and Agency will negotiate a mutually agreeable schedule to provide services and/or goods.

ARTICLE 3: TIME OF PERFORMANCE

- 3.1 This Contract shall remain in effect until the work described in Article 2, Scope of Services and/or Goods, is completed to the satisfaction of Agency and until Contractor is paid in accordance with Article 4, Compensation, or until terminated as provided in Article 6, Termination of Contractor's Services and/or Goods, whichever is sooner.
- 3.2 As the current General Assembly cannot commit a future General Assembly to expenditure, this Contract shall expire on **JUN 30, 2017 with two (2) optional two-year renewals by mutual agreement.**

Prior to expiration of the original term or any renewed term, Agency may renew this Contract on the same terms and conditions by giving notice as set forth in Article 18 of this Contract. Such renewal shall begin upon the expiration of the original term or any renewed term, as applicable, and expire as set forth in an Amendment to this Contract.

- 3.3 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Contract would be contrary to the terms of Ohio Revised Code ("O.R.C.") Section 3517.13 (campaign contribution), O.R.C. Section 127.16 (controlling board), or O.R.C. Chapter 102 (public officers – ethics).

ARTICLE 4: COMPENSATION

4.1 Agency shall pay Contractor for services and/or goods rendered a total amount of \$_____.

4.2 The total amount due was computed according to the following payment schedule:

4.3 Contractor shall submit an invoice for the compensation incurred consistent with Section 4.2 above, and each invoice shall contain a description of the services and/or goods provided and total amount due. Upon receipt and approval of the invoice by Agency, a voucher for payment shall be processed.

4.4 Invoice Requirements. The Contractor must submit an original invoice with three copies (3) copies to the office designated in the purchase order as the “bill to” address. To be a proper invoice, the invoice must include the following information:

The purchase order number authorizing the delivery of goods or services. A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the goods and services. If an authorized dealer has fulfilled the purchase order, then the dealer’s information should be supplied in lieu of the Contractor’s information.

4.5 Payment Due Date. Payments under this Contract will be due on the 30th calendar day after the later of the date of actual receipt of a proper invoice in the office designated to receive the invoice, or the date the service is delivered and accepted in accordance with the terms of this Contract.

4.6 The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be paid in accordance with Ohio Revised Code Section 126.30.

4.7 Any travel that the Contractor requires to perform its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval and in accordance with OBM's travel policy in Rule 126-1-02 of the Ohio Administrative Code. It is understood that Section (G) of Rule 126-1-02 does not apply.

ARTICLE 5: CERTIFICATION OF FUNDS

It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Contract shall be binding on either party until all relevant statutory provisions of the O.R.C., including, but not limited to, O.R.C. Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that Agency gives Contractor written notice that such funds have been made available to Agency by Agency’s funding source.

ARTICLE 6: TERMINATION OF CONTRACTOR’S SERVICES AND/OR GOODS

6.1 Agency may, at any time prior to the completion of services and/or delivery of all goods by Contractor under this Contract suspend or terminate this Contract with or without cause by giving written notice to Contractor.

6.2 Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Contract, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by Agency, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Contract, including, without limitation, results, conclusions resulting therefrom, and any other matters Agency requires.

6.3 Contractor shall be paid for services and/or goods provided up to the date Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services and/or goods provided and hours worked. In the event of suspension or termination, any payments made by Agency for which Contractor has not provided services and/or goods shall be refunded.

- 6.4 In the event this Contract is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to Agency all work products and documents which have been prepared by Contractor in the course of providing services and/or goods under this Contract. All such materials shall become and remain the properties of Agency, to be used in such manner and for such purpose as Agency may choose.
- 6.5 Contractor agrees to waive any right to, and shall make no claim for, additional compensation against Agency by reason of such suspension or termination.
- 6.6 Contractor may terminate this Contract upon 90 days prior written notice to Agency.
- 6.7 The Contractor and Agency may terminate this Contract upon mutual written agreement, within a mutually agreeable time period.
- 6.8 A Contractor who breaches this Contract or fails to perform on this Contract may be precluded from being awarded any subsequent contract for the same or similar services and/or goods for up to two (2) years after the termination of this Contract, for cause, by Agency.

ARTICLE 7: RELATIONSHIP OF PARTIES

- 7.1 Agency and Contractor agree that, during the term of this Contract, Contractor shall be engaged by Agency solely on an independent contractor basis, and Contractor shall therefore be responsible for all Contractor's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 7.2 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances in the conduct of the work hereunder.
- 7.3 While Contractor shall be required to provide services and/or goods described hereunder for Agency during the term of this Contract, nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder on an independent contractor basis, that Agency shall have or may exercise any right of control over Contractor with regard to the manner or method of Contractor's provision of services and/or goods hereunder.
- 7.4 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
- 7.5 License number _____. The Contractor will maintain any professional licensing required to fulfill the Contract.
- 7.6 The Contractor recognizes the security requirements for entering Agency's facilities and acknowledges receipt of the "Standards of Conduct for Contractor" (DRC 4376). The Contractor agrees to comply with these standards and with safety rules and procedures. Due to institutional security requirements, the Agency staff may require the Contractor to document when the Contractor or any subcontractor is on state property.
- 7.7 The Contractor understands and agrees that Agency expressly reserves the right to conduct a background investigation on the Contractor, subcontractor, assistants and any employee required to provide services and or goods. An unacceptable background history may, at Agency's discretion, be grounds to terminate the Contract or reject any unacceptable subcontractors or other individuals providing services and/or goods under the Contract.
- 7.8 Any misrepresentation or omission of a material fact concerning the Contractor's qualifications and fitness to provide services and/or goods under this Contract may be grounds for termination, as may be determined within the discretion of the Agency.

ARTICLE 8: RECORD KEEPING

During performance of this Contract and for a period of three years after its completion, Contractor shall maintain auditable records of all charges pertaining to this Contract and shall make such records available to Agency as Agency may reasonably require.

ARTICLE 9: RELATED AGREEMENTS

- 9.1 The work contemplated in this Contract is to be performed by Contractor, who may subcontract without Agency's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services and/or goods described in Article 2, Scope of Services and/or Goods, but which are required for its satisfactory completion. Contractor shall not enter into other subcontracts without prior written approval by Agency. All work subcontracted shall be at Contractor's expense.
- 9.2 Contractor shall bind its subcontractors to the terms of this Contract, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind Agency to terms inconsistent with, or at variance from, this Contract.
- 9.3 Contractor warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of Agency, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.
- 9.4 Contractor shall furnish to Agency a list of all subcontractors, their addresses, their principal location of business, tax identification numbers, and the dollar amount of each subcontract.

ARTICLE 10: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

- 10.1 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Contract is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Contract or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
- 10.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Agency in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless Agency shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- 10.3 All contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Section 102.01 to 102.09. Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

ARTICLE 11: NONDISCRIMINATION OF EMPLOYMENT

- 11.1 Pursuant to O.R.C. Section 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, or disability against any citizen of this state in the employment of any person qualified and available to perform the work under this Contract.
- 11.2 Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Contract on account of race, color, religion, sex, age, national origin, or disability.
- 11.3 The O.R.C. section 125.111, requires any Contractor doing business with the state of Ohio to maintain a written affirmative action program addressing employment practices. The law further requires that this plan be filed annually with the Department of Administrative Services, Equal Employment Opportunity Division.
- 11.4 Contractor and any subcontractor shall not engage in discriminatory employment practices. Contractor certifies that it and any subcontractor will comply with all applicable federal and state laws, as well as rules and regulations governing fair labor and employment practices. Contractor and any subcontractor are encouraged to purchase goods and services from certified Minority Business Enterprise and Encouraging Diversity, Growth and Equity vendors.

ARTICLE 12: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

- 12.1 Agency shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Contractor pursuant to this Contract. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by Agency shall be subject to copyright by Contractor in the United States or any other country.
- 12.2 Contractor agrees that all deliverables hereunder shall be made freely available to the general public to the extent permitted or required by law.

ARTICLE 13: LIABILITY

- 13.1 Contractor agrees to indemnify and to hold Agency and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Contract which are attributable to Contractor's own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint venturers while acting under this Contract. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.
- 13.2 Contractor shall bear all costs associated with defending Agency and the State of Ohio against any claims.
- 13.3 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
- 13.4 Contractor agrees, at its own cost, to procure and continue in force at all times during the term of the Contract, general liability insurance with a \$2,000,000 annual aggregate and a \$1,000,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the State of Ohio and the Ohio Department of Rehabilitation and Correction as an Additional Insured. The policy shall also be endorsed to include a waiver of subrogation and provide the state with thirty (30) day written notice of cancellation or expiration or material change. It is agreed upon that the Contractor's commercial general liability insurance shall be primary over any other coverage. Umbrella/excess liability insurance may be used to meet the required limits and the coverage must follow form.
- The state reserves the right to approve all policy deductibles, levels of self-insured retention, captive insurance programs and may require the Contractor to have their policy(s) endorsed to reflect per project/per location general aggregate limits. Such insurance shall be written by a company authorized to conduct such business in the State of Ohio, with at least an A- "Excellent" rating from A.M. best Company.
- The requirement to procure general liability insurance may be reduced/waived/self-insured with the prior written consent of the Agency's Division of Legal Services since certain contractors have potentially less or no exposure in liability depending on the nature of their work under the Contract.
- 13.5 Contractor agrees, at its own cost, to maintain workers' compensation as required by Ohio law and in compliance with the Ohio Bureau of Workers' Compensation.

ARTICLE 14: COMPLIANCE WITH LAWS

Contractor, in the execution of duties and obligations under this Contract, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

ARTICLE 15: DRUG FREE WORKPLACE

Contractor agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

ARTICLE 16: CAMPAIGN CONTRIBUTIONS

Contractor hereby certifies that all applicable parties listed in Division (I) (3) or (J) (3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of O.R.C. Section 3517.13.

ARTICLE 17: ENTIRE AGREEMENT/WAIVER

- 17.1 This Contract contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.
- 17.2 This Contract supersedes any and all previous agreements, whether written or oral, between the parties.
- 17.3 A waiver by any party of any breach or default by the other party under this Contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

ARTICLE 18: NOTICES

All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

ARTICLE 19: HEADINGS

The headings in this Contract have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Contract.

ARTICLE 20: SEVERABILITY

The provisions of this Contract are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

ARTICLE 21: CONTROLLING LAW

This Contract and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Contract and/or performance thereunder.

ARTICLE 22: ASSIGNMENT / DELEGATION

The Contractor will not assign any of its rights nor delegate any of its duties and responsibilities under this Contract without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

ARTICLE 23: FINDINGS FOR RECOVERY

Contractor warrants that it is not subject to an “unresolved” finding for recovery under O.R.C. Section 9.24. If this warranty is found to be false, this Contract is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Contract.

ARTICLE 24: DEBARMENT

Contractor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either O.R.C. Section 153.02 or O.R.C. Section 125.25. If this representation and warranty is found to be false, this Contract is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Contract.

ARTICLE 25: FORCE MAJEURE

If the Agency or Contractor is unable to perform any part of its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of

the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term “force majeure” means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

ARTICLE 26: “SWEATSHOP-FREE” PURCHASING

Contractor certifies that all facilities used for the production of the goods or performances of services under this Contract are not sweatshops and are in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all manufacturers, suppliers and/or subcontractors used by the Contractor in furnishing the goods or services.

If DAS receives a complaint alleging non-compliance with this “sweatshop-free” certification, DAS may enlist the services of an independent monitor to investigate allegations of such non-compliance on the part of the Contractor, any sub-contractors or suppliers used by the Contractor in performance of the Contract. IF allegations are proven to be accurate, the Contractor will be advised by DAS of the next course of action to resolve the complaint and the Contractor will be responsible for any costs associated with the investigation. Consequences for violation this certification may include, but are not limited to, cancellation of the contract. A finding by the Agency that the Contractor is not a responsible bidder or a determination that the Contractor is ineligible to receive future contract bid awards. Items that will be considered in an investigation include, but are not limited to standards for wages, occupational safety and work hours.

ARTICLE 27: EXECUTIVE ORDER REQUIREMENTS

The Contractor affirms to have read and understands Executive Order 211-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is provided as an attachment to this contract.

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

ARTICLE 28: TERMINATION, SANCTION, DAMAGES

If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a martial breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

The State may, at any time after the beach, terminate the Contact, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from the third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of 25% of the value of the Contract.

The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Contractor’s cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

ARTICLE 29: EXECUTION

This Contract is not binding upon Agency unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers, as of the day and year first written above.

Signature of Contractor:	
Printed Name of Contractor:	Date of Signing:

ATTESTATION: I hereby attest that there are sufficient funds available to cover the cost of this Contract:	
Fiscal Officer:	Date:
Warden/Program Manager/Department Head:	Date:

For **purchases of services only**, the following signatures are also required:

Program Administrator:	Date:
Legal Services:	Date:
Deputy Director, Administration:	Date:
Director, Ohio Department of Rehabilitation and Correction:	Date:



JOHN R. KASICH
GOVERNOR
STATE OF OHIO

Executive Order 2011-12K

Governing the Expenditure of Public Funds for Offshore Services

WHEREAS, State of Ohio officials and employees must remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio in particular, and must do so especially during Ohio's continuing efforts to recover from the recent recession.

WHEREAS, allowing public funds to pay for services provided offshore has the potential to undermine economic development objectives in Ohio.

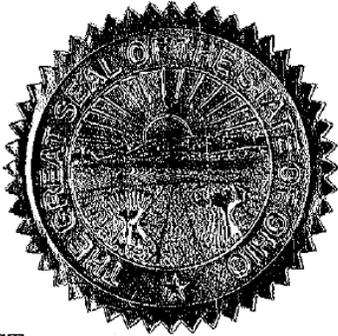
WHEREAS, the expenditure of public funds for services provided offshore may deprive Ohioans and other Americans of critical employment opportunities and may also undermine efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which this State has invested heavily.

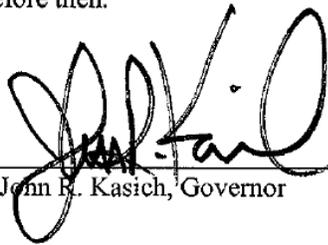
NOW THEREFORE, I, John R. Kasich, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and the laws of this State, do hereby order and direct that:

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.
2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall have in place, by July 1, 2011, procedures to ensure all of the following:
 - a. All agency procurements officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:
 - i. Reflect this Order's prohibition on the purchase of offshore services.

- ii. Require service providers or prospective service providers to:
 - 1. Affirm that they understand and will abide by the requirements of this Order.
 - 2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.
 - 3. Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
 - 4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
 - 5. Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contracts.
 - b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
 - i. Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
 - ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.
 - c. All procurement manuals, directive, policies, and procedures reflect the requirements of this Order.
 - d. All APOs have adequate training which addresses the terms of this Order.
4. Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts of the Department of Development to attract jobs and business to the state of Ohio;
 - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities; or
 - c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.
5. Executive Order 2010-09S is hereby rescinded.

I signed this Executive Order on June 21, 2011 in Columbus, Ohio and it will expire on my last day as Governor of Ohio unless rescinded before then.





John R. Kasich, Governor

ATTEST:

Jon Husted, Secretary of State

ATTACHMENT THREE: OFFEROR PROFILE SUMMARY

OFFEROR ENTITY: (Insert company name) _____

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of related services provided:		

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of related services provided:		

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of related services provided:		

ATTACHMENT FOUR: DECLARATION STATEMENTS
Health Services Comprehensive Claims Processing Management Program

Failure to complete, and return with the Proposal, this declaration attachment may deem your Proposal non-responsive.

A. STATEMENT OF COMPLIANCE

The Offeror will provide services that comply with all federal and Ohio laws, rules of the Ohio Administrative Code, and ODRC security policies, Standard Operating Procedures and Protocols of the Office of Correctional Healthcare, and ODRC Management Audit Standards and ACA Standards pertaining to the healthcare services specified in this RFP as those laws, rules and policies, and standards are currently enacted and promulgated and as they may subsequently be amended and adopted.

B. LOCATION OF SERVICES/OFF-SHORE/I-9 CERTIFICATION

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES:

List names of subcontractors who will be performing work under the Contract and locations where work will be performed or data will be stored:

_____	_____
_____	_____
_____	_____

The Offeror agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of ODRC. Any attempt by the Offeror/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of ODRC, will be deemed as a default. If a default should occur, ODRC will seek all legal remedies as set forth in the Terms and Conditions, which may include IMMEDIATE cancellation of the Contract.

Offeror affirms it shall not allow others to perform work or take data outside the United States without express authorization from the ODRC Project Representative.

Offeror affirms that all personnel provided for the Project, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents, and maintain records of such; and, also affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

Offeror agrees that it (and any sub-contractors provided for performance of this contract) is a separate and independent enterprise from the State of Ohio and the Ohio Department of Rehabilitation and Correction; and, that the Contract does not constitute any joint employment relationship between the Offeror, and its representatives and the ODRC, including obligation for any lawful taxes, deductions or contributions, federal, state or local.

DECLARATION STATEMENTS (Continued)

C. CONTRACT PERFORMANCE

The Offeror must respond to the following information for the past five (5) years. Please indicate yes or no in each column. If the answer to any item is yes, the Offeror must provide complete details about the matter on a separate page.

Yes/No	Description
	The Offeror has had a contract terminated for default or cause. If so, the Offeror must submit full details, including the other party's name, address, and telephone number.
	The Offeror has been assessed any penalties in excess of five thousand dollars (\$5,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The Offeror, any officer of the Offeror, or any owner of a twenty percent (20%) interest or greater in the Proposal has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The Offeror, any officer of the Offeror, or any owner with a twenty percent (20%) interest or greater in the Proposal has been convicted of a felony or is currently under indictment on any felony charge.

D. CONFLICT OF INTEREST

The Offeror must include a statement indicating whether the Offeror, or any people that may work on the project through the Offeror, have any possible conflict of interest, direct or indirect which is incompatible with the fulfillment of these services.

Conflict of Interest and Ethics Compliance, as it relates to award of this RFP, see Attachment Three, Article 10.

Provide statement regarding any potential Conflict of Interest:

While a yes answer to any of the items in the Contract Performance checklist or, inclusion of a statement of possible Conflict of Interest, will not automatically disqualify a Proposal from consideration, such an answer or statement and a review of the background details may result in a rejection of the Offeror's Proposal, at the sole discretion of the evaluation team. The team will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Offeror's performance on the project, and the best interests of the State.

I attest that I am a representative of the Offeror listed in this Proposal and have the authority to legally bind the Offeror to the aforementioned requirements in Attachment Two.

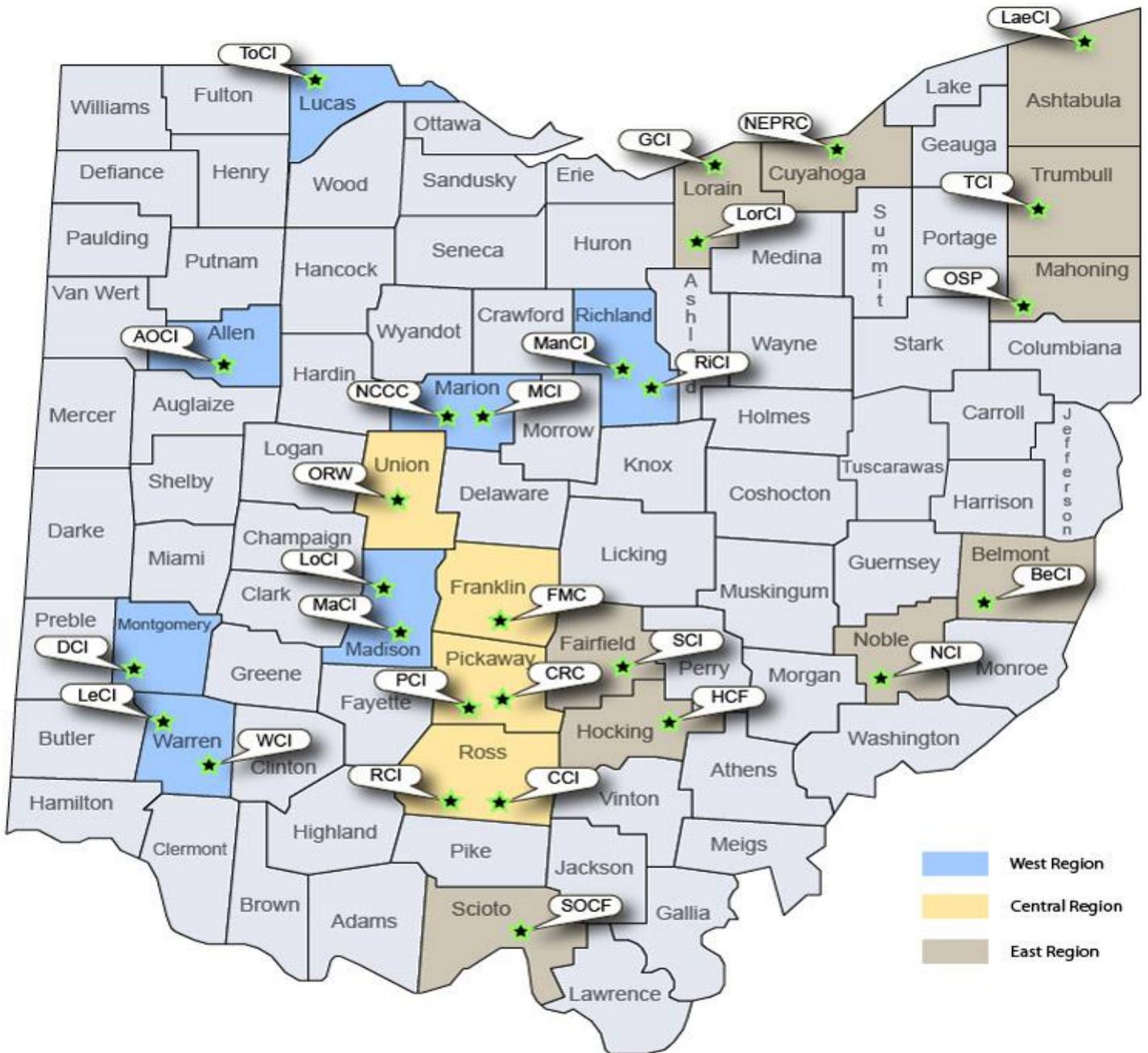
Printed Name and Title: _____

Signature: _____

Organization: _____

Date: _____

ATTACHMENT FIVE: INSTITUTION MAP



ATTACHMENT SIX: MEDICAL STATISTICS

**Ohio Department of Rehabilitation and Corrections
Health Services Utilization Management Program
Savings Report
SFY 2015 Quarter 1
July – Sept 2014**

Permedion and our sub-contractor, Care-Works, are contracted to provide multiple services to the Ohio Department of Rehabilitation and Correction Bureau of Medical Services (ODRC), including claims processing and review and retrospective review. This report provides information on the savings and cost avoidance realized by ODRC as a result of the activities covered under this contract.

I. Claims/Bills Review & Pricing

Month	Number of Bills	Total Billed Charges	Bill Review Reductions	PPO Reductions	Negotiated Discount Reductions	UM Reductions	Prior Allowed	Total Paid (Calculated)
July 2014	3,144	\$5,718,608.67	\$3,893,268.88	\$123,721.81	\$70,163.21	\$0.00	\$4,170.69	\$1,627,284.08
August 2014	2,678	\$5,375,494.74	\$3,663,090.96	\$106,215.39	\$0.00	\$0.00	\$122,808.27	\$1,483,380.12
September 2014	2,324	\$5,310,980.41	\$4,014,244.66	\$39,531.77	\$0.00	\$0.00	\$120,331.23	\$1,136,872.75
Total Q1	8,146	\$16,405,083.82	\$11,570,604.50	\$269,468.97	\$70,163.21	\$0.00	\$247,310.19	\$4,247,536.95

The total amount of savings generated from the Bills Review is the difference between the total billed charges and the total paid, which for this quarter is \$16,405,083.82 - \$4,247,536.95 = \$12,157,546.87 .

II. Summary

During the first quarter of SFY 2015 (July through September, 2014), the various components of Permedion’s & CareWorks’ utilization management programs reduced ODRC’s medical expenditures by a total of \$12,157,546.87; while the cost of the program to ODRC was \$113,459.30. This is a Return on Investment (ROI) of 10,715.3%– so for every \$1 spent by ODRC on this contract, the medical expenditures for the Agency are reduced by \$107.15.

Savings

Program Component		Total for Quarter 1, SFY 2015
Retrospective review of DRGs	Inpatient Overpayments Identified	\$0.00
Retrospective review of Outpatient Claims	Outpatient Overpayments Identified	\$0.00
Bills Processing & pricing	Payment Reduction	\$12,157,546.87
Medical Bill Audit	Overpayment Estimate	\$0.00
Total		\$12,157,546.87

Costs to ODRC

Month	Invoiced to DRC
July 2014	\$42,985.20
August 2014	\$37,369.90
September 2014	\$33,104.20
Total Q1	\$113,459.30

ATTACHMENT SIX: Continued

**Ohio Department of Rehabilitation and Corrections
Health Services Utilization Management Program
Savings Report
SFY 2015 Quarter 2
Oct – Dec 2014**

Permedion and our sub-contractor, Care-Works, are contracted to provide multiple services to the Ohio Department of Rehabilitation and Correction Bureau of Medical Services (ODRC), including claims processing and review and retrospective review. This report provides information on the savings and cost avoidance realized by ODRC as a result of the activities covered under this contract.

I. Claims/Bills Review & Pricing

Month	Number of Bills	Total Billed Charges	Bill Review Reductions ¹	PPO Reductions ²	Negotiated Discount Reductions ³	UM Reductions	Prior Allowed	Total Paid (Calculated)
October 2014	2,712	\$5,893,518.06	\$4,015,215.87	\$82,911.75	\$0.00	\$0.00	\$177,555.58	\$1,617,834.86
November 2014	1,650	\$2,702,950.56	\$2,002,689.52	\$25,271.25	\$0.00	\$0.00	\$295,968.70	\$379,021.09
December 2014	2,568	\$5,542,347.80	\$3,924,586.58	\$78,614.28	\$0.00	\$0.00	\$5,601.71	\$1,533,545.23
Total Q2	6,930	\$14,138,816.42	\$9,942,491.97	\$186,797.28	\$0.00	\$0.00	\$479,125.99	\$3,530,401.18

The total amount of savings generated from the Bills Review is the difference between the total billed charges and the total paid, which for this quarter is \$14,138,816.42 - \$3,530,401.18 = \$10,608,415.24 .

-
- ¹ Bill Review Reductions: This amount reflects the savings generated when the Medicaid rate is applied to all Non OSU paper bills.
 - ² PPO Reductions: This amount reflects the savings generated off of billed charges based on the contract with OSU.
 - ³ Negotiated Discount Reductions: This amount reflects the savings generated from Non OSU Inpatient Bills that are reduced to the proper Medicaid or Medicare reimbursement rate.

II. Summary

During the second quarter of SFY 2015 (October through December, 2014), the various components of Permedion’s & CareWorks’ utilization management programs reduced ODRC’s medical expenditures by a total of \$10,608,415.24; while the cost of the program to ODRC was \$98,806.50. This is a Return on Investment (ROI) of 10,736.6%– so for every \$1 spent by ODRC on this contract, the medical expenditures for the Agency are reduced by \$107.37.

Savings

Program Component		Total for Quarter 2, SFY 2015
Retrospective review of DRGs	Inpatient Overpayments Identified	\$0.00
Retrospective review of Outpatient Claims	Outpatient Overpayments Identified	\$0.00
Bills Processing & pricing	Payment Reduction	\$10,608,415.24
Medical Bill Audit	Overpayment Estimate	\$0.00
Total		\$10,608,415.24

Costs to ODRC

Month	Invoiced to DRC
October 2014	\$37,779.60
November 2014	\$24,982.50
December 2014	\$36,044.40
Total Q2	\$98,806.50

ATTACHMENT SIX: Continued

**Ohio Department of Rehabilitation and Corrections
Health Services Utilization Management Program
Savings Report
SFY 2015 Quarter 3
Jan – Mar 2015**

Permedion and our sub-contractor, Care-Works, are contracted to provide multiple services to the Ohio Department of Rehabilitation and Correction Bureau of Medical Services (ODRC), including claims processing and review and retrospective review. This report provides information on the savings and cost avoidance realized by ODRC as a result of the activities covered under this contract.

I. Claims/Bills Review & Pricing

Month	Number of Bills	Total Billed Charges	Bill Review Reductions ⁴	PPO Reductions ⁵	Negotiated Discount Reductions ⁶	UM Reductions	Prior Allowed	Total Paid (Calculated)
January 2015	1,986	\$3,499,259.14	\$2,431,410.40	\$57,128.50	\$0.00	\$0.00	\$5,285.35	\$1,005,434.89
February 2015	3,038	\$6,257,546.93	\$4,350,673.35	\$174,249.22	\$0.00	\$0.00	\$454,115.73	\$1,278,508.63
March 2015	3,033	\$6,184,105.17	\$4,228,260.06	\$293,145.58	\$0.00	\$0.00	\$2,625.98	\$1,660,073.55
Total Q3	8,057	\$15,940,911.24	\$11,010,343.81	\$524,523.30	\$0.00	\$0.00	\$462,027.06	\$3,944,017.07

The total amount of savings generated from the Bills Review is the difference between the total billed charges and the total paid, which for this quarter is \$15,940,911.24 - \$3,944,017.07 = \$11,996,894.17.

-
- ⁴ Bill Review Reductions: This amount reflects the savings generated when the Medicaid rate is applied to all Non OSU paper bills.
 - ⁵ PPO Reductions: This amount reflects the savings generated off of billed charges based on the contract with OSU.
 - ⁶ Negotiated Discount Reductions: This amount reflects the savings generated from Non OSU Inpatient Bills that are reduced to the proper Medicaid or Medicare reimbursement rate.

II. Summary

During the third quarter of SFY 2015 (January through March, 2015), the various components of Permedion’s & CareWorks’ utilization management programs reduced ODRC’s medical expenditures by a total of \$11,996,894.17; while the cost of the program to ODRC was \$112,386.65. This is a Return on Investment (ROI) of 10,674.6%– so for every \$1 spent by ODRC on this contract, the medical expenditures for the Agency are reduced by \$106.75.

Savings

Program Component		Total for Quarter 3, SFY 2015
Retrospective review of DRGs	Inpatient Overpayments Identified	\$0.00
Retrospective review of Outpatient Claims	Outpatient Overpayments Identified	\$0.00
Bills Processing & pricing	Payment Reduction	\$11,996,894.17
Medical Bill Audit	Overpayment Estimate	\$0.00
Total		\$11,996,894.17

Costs to ODRC

Month	Invoiced to DRC
January 2015	\$29,031.30
February 2015	\$41,707.90
March 2015	\$41,647.65
Total Q3	\$112,386.85

ATTACHMENT SIX: Continued

**Ohio Department of Rehabilitation and Corrections
Health Services Utilization Management Program
Savings Report
SFY 2015 Quarter 4
Apr – Jun 2015**

Permedion and our sub-contractor, Care-Works, are contracted to provide multiple services to the Ohio Department of Rehabilitation and Correction Bureau of Medical Services (ODRC), including claims processing and review and retrospective review. This report provides information on the savings and cost avoidance realized by ODRC as a result of the activities covered under this contract.

I. Claims/Bills Review & Pricing

Month	Number of Bills	Total Billed Charges	Bill Review Reductions ⁷	PPO Reductions ⁸	Negotiated Discount Reductions ⁹	UM Reductions	Prior Allowed	Total Paid (Calculated)
April 2015	2,521	\$5,670,348.51	\$4,066,403.34	\$135,321.40	\$0.00	\$0.00	\$0.00	\$1,468,623.77
May 2015	3,821	\$8,114,468.41	\$5,748,717.67	\$209,967.86	\$0.00	\$0.00	\$763.24	\$2,155,019.64
June 2015	3,349	\$6,163,449.77	\$4,268,841.57	\$85,851.50	\$0.00	\$0.00	\$143.48	\$1,808,613.22
Total Q4	9,691	\$19,948,266.69	\$14,083,962.58	\$431,140.76	\$0.00	\$0.00	\$906.72	\$5,432,256.63

The total amount of savings generated from the Bills Review is the difference between the total billed charges and the total paid, which for this quarter is \$19,948,266.69 - \$5,432,256.63 = \$14,516,010.06.

-
- ⁷ Bill Review Reductions: This amount reflects the savings generated when the Medicaid rate is applied to all Non OSU paper bills.
 - ⁸ PPO Reductions: This amount reflects the savings generated off of billed charges based on the contract with OSU.
 - ⁹ Negotiated Discount Reductions: This amount reflects the savings generated from Non OSU Inpatient Bills that are reduced to the proper Medicaid or Medicare reimbursement rate.

II. Summary

During the fourth quarter of SFY 2015 (April through June, 2015), the various components of Permedion’s & CareWorks’ utilization management programs reduced ODRC’s medical expenditures by a total of \$14,516,010.06; while the cost of the program to ODRC was \$132,076.55. This is a Return on Investment (ROI) of 10,990.6%– so for every \$1 spent by ODRC on this contract, the medical expenditures for the Agency are reduced by \$109.91.

Savings

Program Component		Total for Quarter 4, SFY 2015
Retrospective review of DRGs	Inpatient Overpayments Identified	\$0.00
Retrospective review of Outpatient Claims	Outpatient Overpayments Identified	\$0.00
Bills Processing & pricing	Payment Reduction	\$14,516,010.06
Medical Bill Audit	Overpayment Estimate	\$0.00
Total		\$14,516,010.06

Costs to ODRC

Month	Invoiced to DRC
April 2015	\$35,478.05
May 2015	\$51,143.05
June 2015	\$45,455.45
Total Q4	\$132,076.55

ATTACHMENT SIX: Continued

SFY 2015: Supplemental Summary Quarters 1, 2, and 3

Ohio Department of Rehabilitation and Correction

Health Services Utilization Management Program

Dates of Service Covered: July 2014-March 2015

Date of Report: June 16, 2015

Table of Contents

A.	Summary Table and Figures.....	55
	Table 1: Summary of All Quarters.....	55
	Figure 1: Total Number of Claims Paid.....	56
	Figure 2: Percentage of Inmates Receiving Care.....	56
	Figure 3: Total Cost.....	56
B.	Volume and Costs of Services Rendered, by Type of Service.....	57
	Table 2: Volume and Cost of All Services, by Type of Service.....	57
	Table 3: Claims and Cost Summary, by Institution.....	58
	Figure 4: Costs, by Institution.....	59
	Figure 5: Number of Claims, by Institution.....	60
D.	Claims and Cost Summary, by Month.....	61
	Table 4: Utilization and Costs over Dates of Service, by Type of Service, by Month.....	61
	Table 5: Utilization and Costs over Dates of Service, Aggregate Services, by Month.....	61
	Figure 6: Number of Claims and Costs, by Month.....	62
	Figure 7: Number of Patients and Costs, by Month.....	63
E.	Readmissions Summary.....	63
	Table 6: Readmission Claims and Costs.....	63
F.	HIV Summary.....	64
	Table 7: Number of HIV Patients.....	64
	Table 8: HIV Claims and Costs.....	64
G.	Hepatitis C Summary.....	64
	Table 9: Number of Hepatitis C Patients.....	64
	Table 10: Hepatitis C Claims and Costs.....	64
H.	Chronic Diseases Summary.....	65
	Table 11: Claims and Costs of Chronic Disease.....	65
	Table 12: Number of Patients of Chronic Disease.....	65
	Figure 8: Number of Claims, by Quarter.....	66
	Figure 9: Cost of Claims, by Quarter.....	66
I.	Wound Care Summary.....	67
	Table 13: Claims and Costs Summary of Wound Care.....	67
J.	Hand and Jaw Injury Summary.....	67
	Table 14: Claims and Costs Summary of Hand and Jaw Injuries.....	67
K.	Infant Birth Summary.....	67
	Table 15: Number of Live Infants Born.....	67

A. Summary Table and Figures

Table 1: Summary of All Quarters

Dates of Service: July 1, 2014 to March 31, 2015

	Quarter 1	Quarter 2	Quarter 3
Total Number of Claims Paid	6,782	5,618	6,579
Total Number of Patients Receiving Care	2,063	1,772	1,838
Total Number of Inmates	58,063 ¹⁰	56,925 ¹¹	56,567 ¹²
Percentage of Inmates Receiving Care	3.6%	3.1%	3.2%
Total Cost	\$4,804,379	\$3,444,860	\$4,294,537

-
- ¹⁰ Number of unique inmates from July 1, 2014 through September 30, 2014 reported by ODRC.
 - ¹¹ Number of unique inmates from October 1, 2014 through December 31, 2014 reported by ODRC.
 - ¹² Number of unique inmates from January 1, 2015 through March 31, 2015 reported by ODRC.

Figure 1: Total Number of Claims Paid

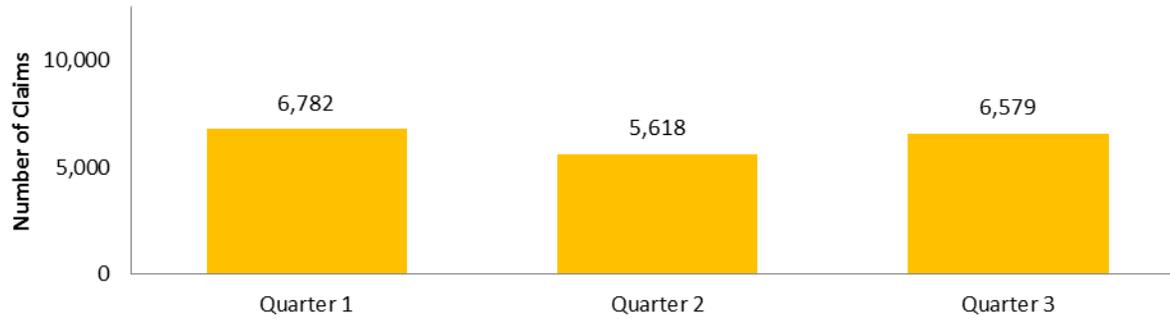


Figure 2: Percentage of Inmates Receiving Care

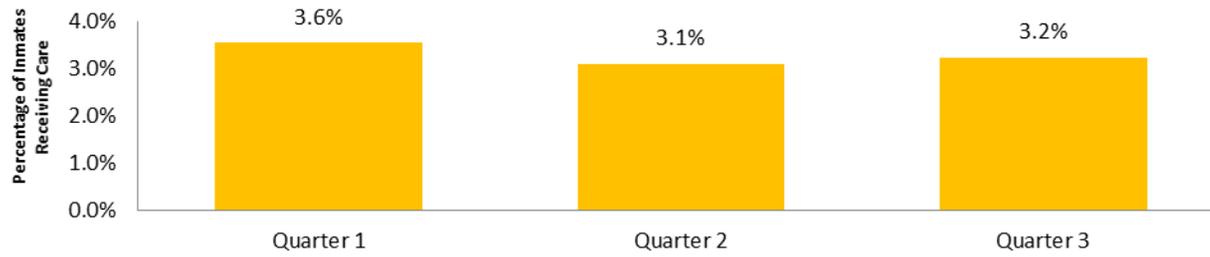
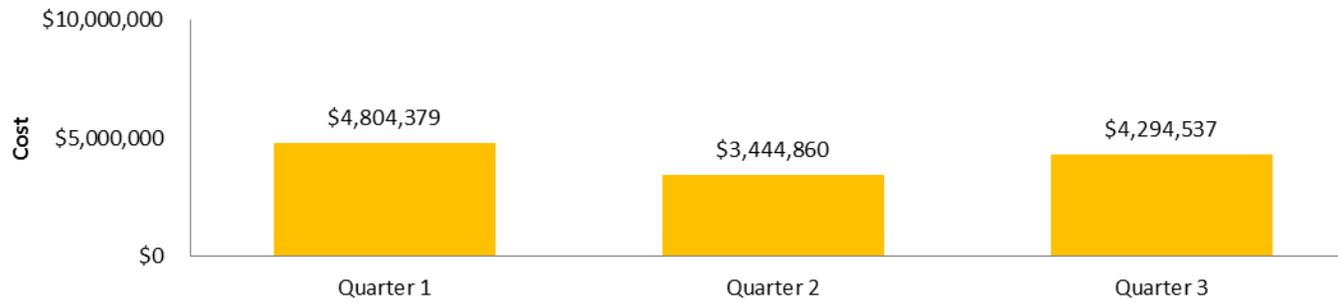


Figure 3: Total Cost



B. Volume and Costs of Services Rendered, by Type of Service

Table 2: Volume and Cost of All Services, by Type of Service

	Services	Quarter 1	Quarter 2	Quarter 3
Number of Claims	Inpatient	0	2	0
	Outpatient	1,826	1,459	1,608
	Medical/Dental	4,956	4,157	4,971
	Total	6,782	5,618	6,579
Cost	Inpatient	\$0	\$15,919	\$0
	Outpatient	\$3,824,545	\$2,666,184	\$3,380,570
	Medical/Dental	\$979,834	\$762,757	\$913,967
	Total	\$4,804,379	\$3,444,860	\$4,294,537
Percent of Total Cost	Inpatient	0.0%	0.5%	0.0%
	Outpatient	79.6%	77.4%	78.7%
	Medical/Dental	20.4%	22.1%	21.3%
	Total	100.0%	100.0%	100.0%

C. Claims and Costs Summary, by Institution

Table 3: Claims and Cost Summary, by Institution*

	Quarter 1			Quarter 2			Quarter 3		
	Number of Claims	Cost	Percent of Total Cost	Number of Claims	Cost	Percent of Total Cost	Number of Claims	Costs	Percent of Total Cost
AOCI	473	\$315,161	6.6%	298	\$242,361	7.0%	257	\$115,916	2.7%
BECI	248	\$216,281	4.5%	154	\$68,214	2.0%	194	\$105,530	2.5%
CCI	282	\$192,810	4.0%	314	\$162,753	4.7%	318	\$227,384	5.3%
CRC	260	\$220,796	4.6%	228	\$110,661	3.2%	264	\$179,653	4.2%
DCI	124	\$71,672	1.5%	71	\$48,317	1.4%	56	\$46,294	1.1%
FMC	545	\$159,367	3.3%	498	\$182,363	5.3%	581	\$260,639	6.1%
GCI	312	\$225,635	4.7%	170	\$126,011	3.7%	239	\$137,739	3.2%
HCF	-	\$0	0.0%	0	\$0	0.0%	2	\$369	0.0%
LECI	124	\$109,184	2.3%	83	\$50,467	1.5%	142	\$113,431	2.6%
LOCI	197	\$108,584	2.3%	160	\$88,029	2.6%	213	\$133,940	3.1%
LORCI	196	\$87,257	1.8%	172	\$69,847	2.0%	148	\$89,568	2.1%
MACI	251	\$234,435	4.9%	166	\$154,101	4.5%	255	\$230,986	5.4%
MANCI	246	\$198,896	4.1%	166	\$119,849	3.5%	215	\$195,840	4.6%
MCI	617	\$472,717	9.8%	475	\$304,178	8.8%	466	\$269,625	6.3%
NCI	164	\$104,000	2.2%	187	\$141,802	4.1%	191	\$157,783	3.7%
NEPRC	52	\$43,950	0.9%	61	\$38,529	1.1%	50	\$47,903	1.1%
ORW	569	\$356,150	7.4%	466	\$230,039	6.7%	574	\$324,080	7.5%
OSP	90	\$48,386	1.0%	43	\$24,656	0.7%	48	\$25,921	0.6%
PCI	747	\$665,215	13.8%	801	\$588,374	17.1%	982	\$664,906	15.5%
RCI	110	\$61,255	1.3%	140	\$118,214	3.4%	182	\$186,327	4.3%
RICI	301	\$197,795	4.1%	209	\$103,719	3.0%	219	\$121,306	2.8%
SCI	301	\$291,911	6.1%	222	\$147,813	4.3%	221	\$136,955	3.2%
SOCF	143	\$93,844	2.0%	96	\$72,928	2.1%	172	\$117,052	2.7%
TCI	78	\$95,722	2.0%	129	\$104,604	3.0%	116	\$101,080	2.4%
TOCI	172	\$103,186	2.1%	148	\$43,029	1.2%	248	\$145,986	3.4%
WCI	174	\$126,558	2.6%	161	\$104,006	3.0%	218	\$157,449	3.7%
*Date Discrepancy	6	\$3,613	0.1%	0	\$0	0.0%	8	\$877	0.0%
Total	6,782	\$4,804,379	100.0%	5,618	\$3,444,860	100.0%	6,579	\$4,294,537	100.0%

- * Costs do not add up to stated total due to rounding cents.
- * Date discrepancy indicates claims (despite having inmate identifiers) which maintain a discrepancy between dates of services and patients' dates of incarceration. As a result, no location is identified with the claim.

Figure 4: Costs, by Institution

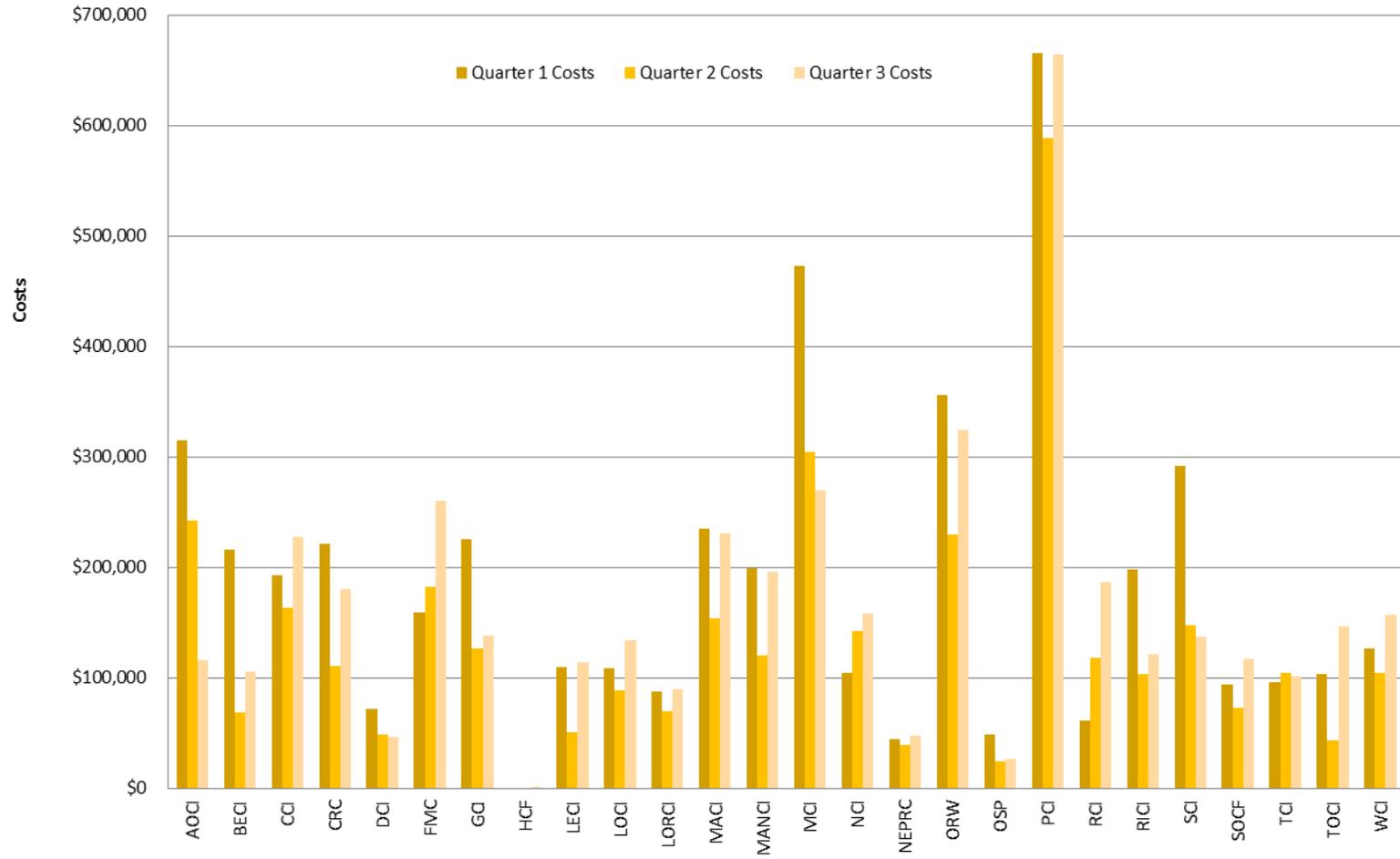
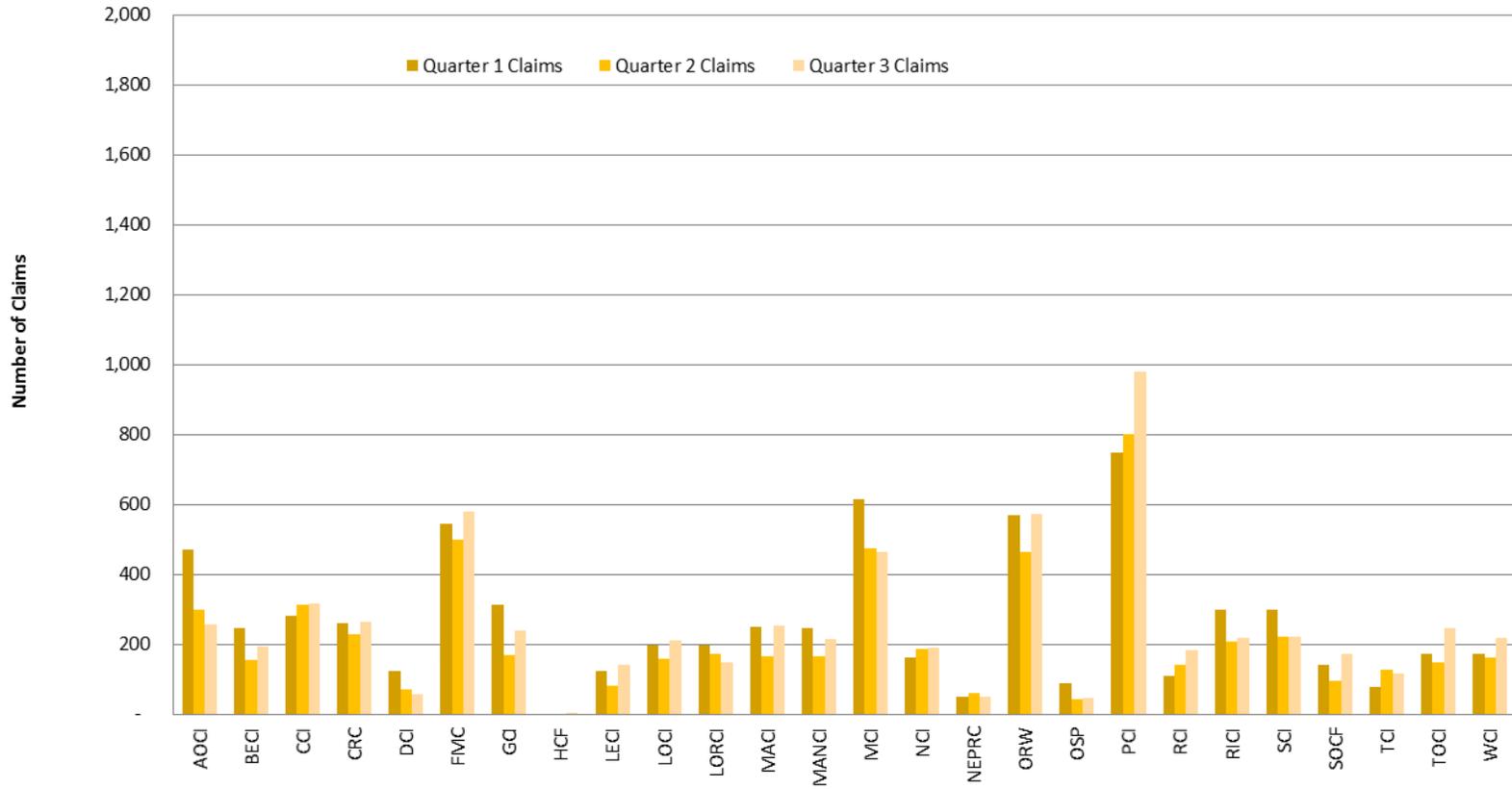


Figure 5: Number of Claims, by Institution



D. Claims and Cost Summary, by Month

Table 4: Utilization and Costs over Dates of Service, by Type of Service, by Month

Dates	Inpatient			Outpatient			Medical and Dental		
	Number of Claims	Costs	Percent of Service Cost	Number of Claims	Costs	Percent of Service Cost	Number of Claims	Costs	Percent of Service Cost
Jul-14	0	\$0	0.0%	610	\$1,233,078	12.5%	1,767	\$349,712	13.2%
Aug-14	0	\$0	0.0%	653	\$1,427,289	14.5%	1,801	\$357,502	13.5%
Sep-14	0	\$0	0.0%	563	\$1,164,178	11.8%	1,388	\$272,620	10.3%
Oct-14	2	\$15,919	100.0%	564	\$1,040,703	10.5%	1,522	\$290,442	10.9%
Nov-14	0	\$0	0.0%	439	\$751,162	7.6%	1,262	\$231,461	8.7%
Dec-14	0	\$0	0.0%	456	\$874,318	8.9%	1,373	\$240,854	9.1%
Jan-15	0	\$0	0.0%	547	\$1,066,741	10.8%	1,599	\$305,042	11.5%
Feb-15	0	\$0	0.0%	479	\$1,084,095	11.0%	1,573	\$271,105	10.2%
Mar-15	0	\$0	0.0%	582	\$1,229,734	12.5%	1,799	\$337,820	12.7%
Total	2	\$15,919	100.0%	4,893	\$9,871,298	100.0%	14,084	\$2,656,558	100.0%

Table 5: Utilization and Costs over Dates of Service, Aggregate Services, by Month

Dates	Number of Claims	Costs	Percent of Cost	Number of Patients
Jul-14	2,377	\$1,582,791	12.6%	913
Aug-14	2,454	\$1,784,791	14.2%	975
Sep-14	1,951	\$1,436,797	11.5%	810
Oct-14	2,088	\$1,347,064	10.7%	820
Nov-14	1,701	\$982,623	7.8%	703
Dec-14	1,829	\$1,115,172	8.9%	727
Jan-15	2,146	\$1,371,783	10.9%	807
Feb-15	2,052	\$1,355,200	10.8%	777
Mar-15	2,381	\$1,567,554	12.5%	843

Figure 6: Number of Claims and Costs, by Month

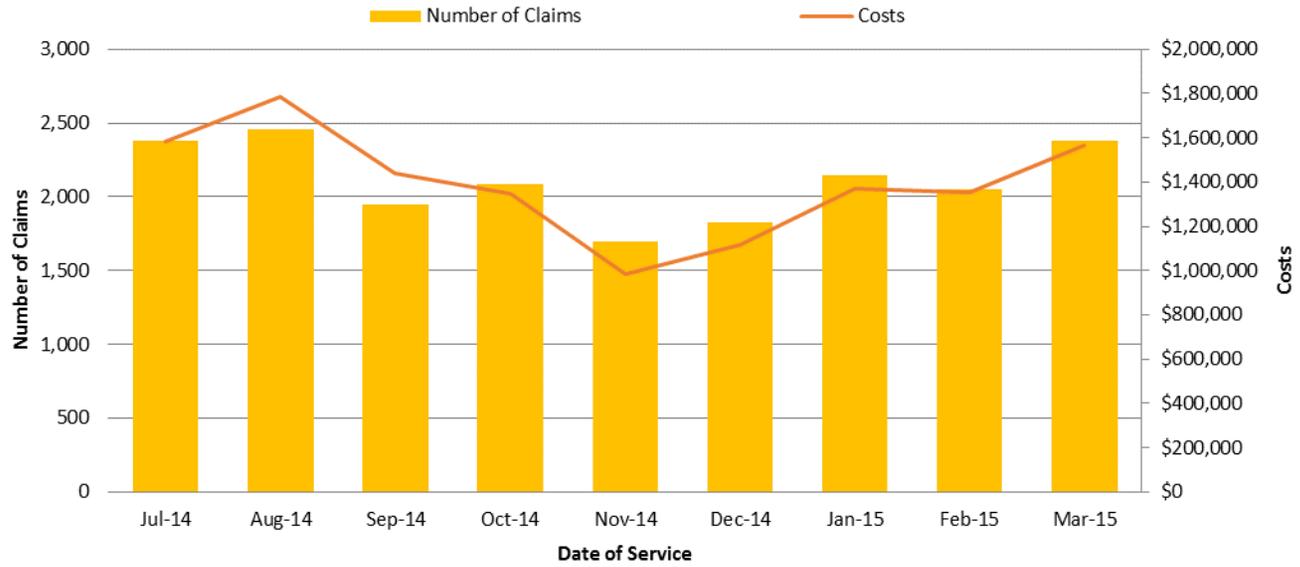
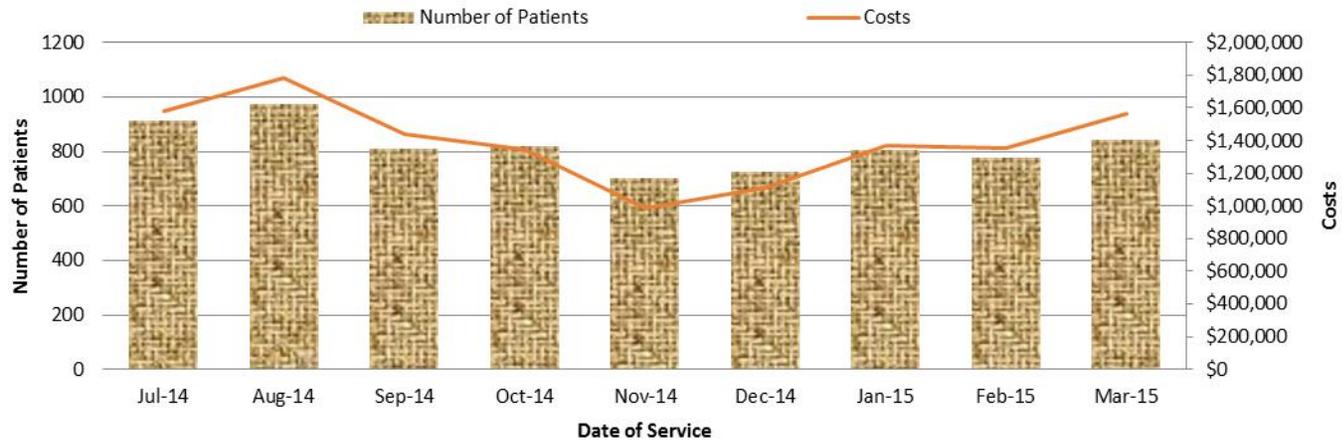


Figure 7: Number of Patients and Costs, by Month



Readmissions Summary

Table 6: Readmission Claims and Costs

No Readmissions were reported in SFY 2015 Quarters 1, 2 or 3.

E. HIV Summary

Table 7: Number of HIV Patients

	Quarter 1	Quarter 2	Quarter 3
Number of HIV Patients	4	7	4

Table 8: HIV Claims and Costs

No HIV Claims were reported in SFY 2015 Quarters 1, 2 or 3.

	Quarter 1		Quarter 2		Quarter 3	
	Number of Claims	Cost	Number of Claims	Cost	Number of Claims	Cost
HIV	0	\$0	0	\$0	0	\$0
Total	6,782	\$4,804,379	5,618	\$3,444,860	6,579	\$4,294,537
Percent of Total	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

F. Hepatitis C Summary

Table 9: Number of Hepatitis C Patients

	Quarter 1	Quarter 2	Quarter 3
Number of Hepatitis C Patients	64	55	63

Table 10: Hepatitis C Claims and Costs

	Quarter 1		Quarter 2		Quarter 3	
	Number of Claims	Cost	Number of Claims	Cost	Number of Claims	Cost
Hepatitis C	1	\$265	1	\$395	4	\$8,395
Total	6,782	\$4,804,379	5,618	\$3,444,860	6,579	\$4,294,537
Percent of Total	0.0%	0.0%	0.0%	0.0%	0.1%	0.2%

G. Chronic Diseases Summary

Table 11: Claims and Costs of Chronic Disease*

	Quarter 1			Quarter 2			Quarter 3		
	Number of Claims	Cost	Percent of Costs	Number of Claims	Cost	Percent of Costs	Number of Claims	Cost	Percent of Costs
Cancer	103	\$316,175	8.3%	84	\$331,563	12.4%	83	\$180,267	5.3%
CAD ¹³	22	\$136,351	3.6%	16	\$65,527	2.4%	17	\$58,395	1.7%
CHF ¹⁴	7	\$7,533	0.2%	10	\$8,586	0.3%	6	\$7,016	0.2%
Renal Failure	13	\$48,259	1.3%	10	\$26,455	1.0%	10	\$45,548	1.3%
Diabetes with End Organ Damage	2	\$7,411	0.2%	5	\$17,549	0.7%	6	\$47,711	1.4%
COPD ¹⁵	18	\$14,219	0.4%	4	\$1,824	0.1%	7	\$8,339	0.2%
PVD ¹⁶	14	\$44,925	1.2%	12	\$22,261	0.8%	18	\$40,626	1.2%
Severe Chronic Liver Disease	2	\$3,887	0.1%	3	\$2,934	0.1%	4	\$3,914	0.1%
Dementia	0	\$0	0.0%	0	\$0	0.0%	0	\$0	0.0%
All Other Inpatient and Outpatient	1645	\$3,245,786	84.9%	1317	\$2,205,404	82.2%	1457	\$2,988,845	88.4%
Total Inpatient and Outpatient	1,826	\$3,824,546	100.0%	1,461	\$2,682,103	100.0%	1,608	\$3,380,570	100.0%

Table 12: Number of Patients of Chronic Disease

Disease	Number of Patients ¹⁷		
	Quarter 1	Quarter 2	Quarter 3
CAD	111	104	124
Diabetes with End Organ Damage	127	87	119
COPD	110	79	102
Cancer	78	62	80
CHF	42	35	45
Renal Failure	30	25	27
Severe Chronic Liver	18	21	25
PVD	23	14	20
Dementia	0	3	0

- * Costs do not add up to stated total due to rounding cents.
- ¹³ Coronary Artery Disease
- ¹⁴ Congestive Heart Failure
- ¹⁵ Chronic Pulmonary Disease
- ¹⁶ Peripheral Vascular Disease
- ¹⁷ Numbers of Patients should not be added across conditions; double counting may occur since one can have more than one chronic condition.

Figure 8: Number of Claims, by Quarter

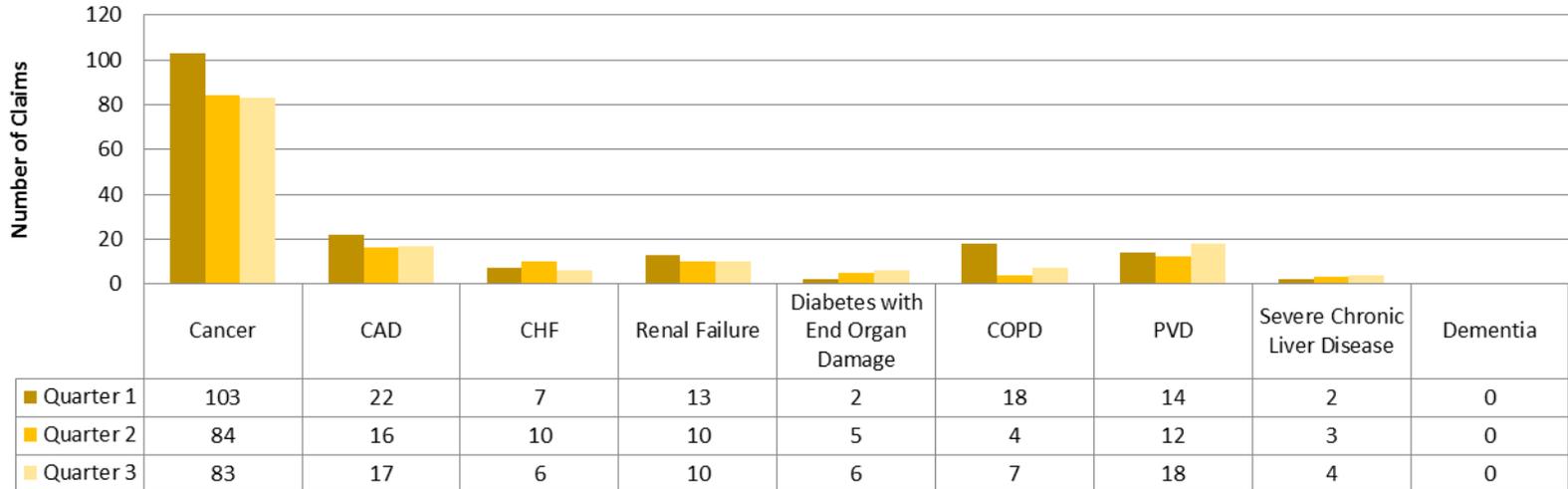
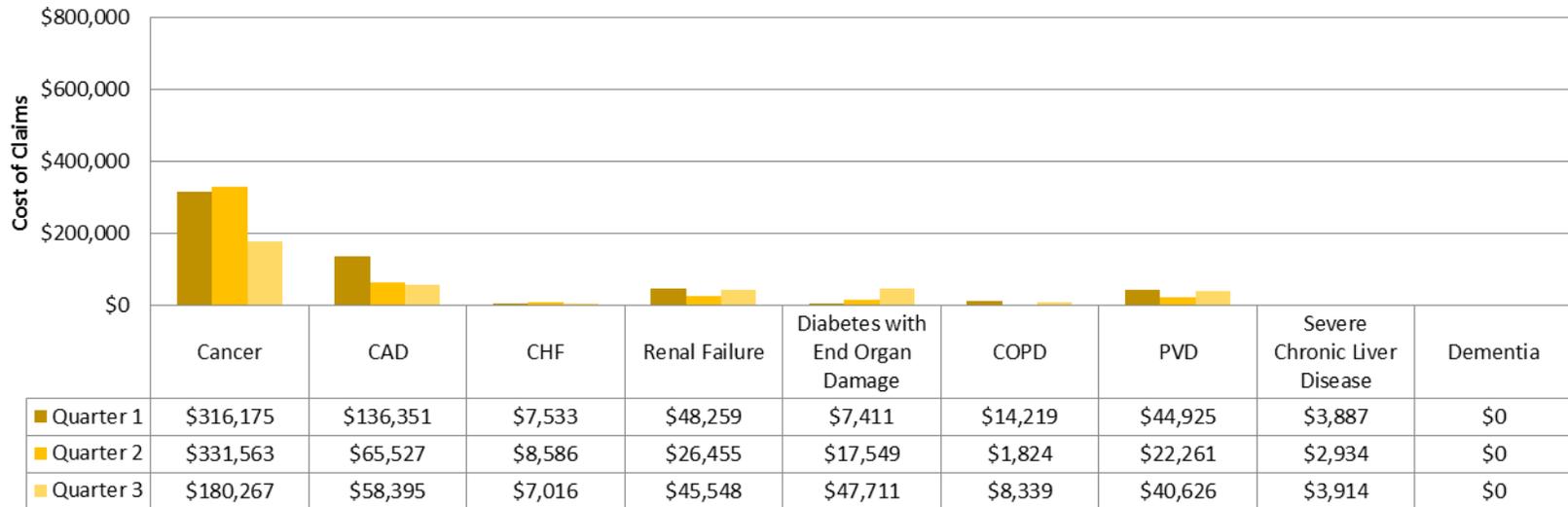


Figure 9: Cost of Claims, by Quarter



H. Wound Care Summary

Table 13: Claims and Costs Summary of Wound Care

	Quarter 1		Quarter 2		Quarter 3	
	Number of Claims	Cost	Number of Claims	Cost	Number of Claims	Cost
Wound Care	268	\$129,870	220	\$90,954	279	\$130,042
Total	6,782	\$4,804,379	5,618	\$3,444,860	6,579	\$4,294,537
Wound Care %	4.0%	2.7%	3.9%	2.6%	4.2%	3.0%

I. Hand and Jaw Injury Summary

Table 14: Claims and Costs Summary of Hand and Jaw Injuries

	Quarter 1		Quarter 2		Quarter 3	
	Number of Claims	Cost	Number of Claims	Cost	Number of Claims	Cost
Hand and Jaw Injuries	310	\$492,303	259	\$267,618	207	\$278,114
Total	6,782	\$4,804,379	5,618	\$3,444,860	6,579	\$4,294,537
Hand and Jaw Injury %	4.6%	10.2%	4.6%	7.8%	3.1%	6.5%

J. Infant Birth Summary¹⁸

Table 3: Number of Live Infants Born

	Quarter 1	Quarter 2	Quarter 3
Number of Live Infants Born	3	0	0

¹⁸ These are the number of infants alive at birth according to the mother's claim details.

ATTACHMENT SEVEN: COST SUMMARY

**The Ohio Department of Rehabilitation and Correction (ODRC)
Health Services Comprehensive Claims Processing Management Program**

Time Period for Service	Service	Estimated Volume	Unit Rate	Unit	Extended Price
June 1, 2016 to June 30, 2017 (Initial term)	Claim Review and Re-pricing	28,000		per claim	
	Reporting and Analysis	13		month	
	Projected Total Cost				

July 1, 2017 to June 30, 2019 (1st renewal)	Claim Review and Re-pricing	*		per claim	
	Reporting and Analysis	24		month	
	Projected Total Cost				

July 1, 2019 to June 30, 2021 (2nd renewal)	Claim Review and Re-pricing	*		per claim	
	Reporting and Analysis	24		month	
	Projected Total Cost				

* To be determined

I attest that I am a representative of the organization listed in this Proposal and have the authority to bind the Offeror to provide the services indicated for the time period specified at the cost listed above.

Printed Name: _____ Title: _____

Signature: _____

Organization: _____

Address: _____

City, State, Zip Code: _____

Email: _____