



Department of  
Job and Family Services

Ted Strickland, Governor  
Douglas E. Lumpkin, Director

January 6, 2011

Dear Potential Vendor:

This letter is to announce the release of the Ohio Department of Job and Family Services' (ODJFS) Request for Proposals (RFP)#: JFSR1011118079 to identify a vendor with which to establish a contingency fee contract for the identification and recovery of overpayments and the identification of underpayments made to Medicaid providers. Section 6411 of the Affordable Care Act, Expansion of the RAC Program, which amends section 1902(a)(42) of the Social Security Act requires states to establish programs to contract with a RAC vendor by April 1, 2011.

ODJFS seeks vendors with practical experience and success in the identification and recovery of improper payments in the healthcare industry; that know relevant federal and state regulations; and that possess the technological skills necessary to adequately perform the duties of the RAC utilizing healthcare claims from ODJFS' Medicaid Management Information System (MMIS) or Medicaid Information Technology System (MITS) or both.

If you are interested in submitting a proposal for this important project, please visit the ODJFS website for procurement opportunities at <http://www.jfs.ohio.gov/rfp/> and follow directions for accessing this RFP. If you experience problems opening this ODJFS URL, please contact the RFP/RLB Unit at (614) 728-5693.

**Responses must be prepared and submitted in strict accordance with the requirements and time frames given in the RFP.** Thank you for your attention to this request.

Sincerely,

Signature on File

Douglas E. Lumpkin  
Director

30 East Broad Street  
Columbus, Ohio 43215  
[jfs.ohio.gov](http://jfs.ohio.gov)

An Equal Opportunity Employer and Service Provider

*Medicaid  
Recovery Audit Contract (RAC)  
Services*

**RFP#: JFSR101118079**

**Ohio Department of Job and Family Services**

*(January 2011)*

# Medicaid Recovery Audit Contract (RAC) Services RFP

RFP#: JFSR1011118079

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**ODJFS REQUEST FOR PROPOSALS (RFP):**  
*Medicaid Recovery Audit Contract (RAC)*

**RFP#: JFSR1011118079**

**SECTION I.        GENERAL PURPOSE**

**1.1    Purpose**

The Recovery Audit Contract (RAC) Program's mission is to reduce improper payments in Ohio Medicaid through the efficient detection and collection of overpayments, the identification of underpayments and the implementation of actions that will prevent future improper payments. The Ohio Department of Job and Family Services (ODJFS) releases this Request for Proposals (RFP) to identify a vendor with which to establish a contingency fee contract for the identification and recovery of overpayments and the identification of underpayments made to Medicaid providers. Section 6411 of the Affordable Care Act, Expansion of the RAC Program, which amends section 1902(a)(42) of the Social Security Act requires states to establish programs to contract with a RAC vendor by April 1, 2011. ODJFS seeks vendors with practical experience and success in the identification and recovery of improper payments in the healthcare industry; that know relevant federal and state regulations; and that possess the technological skills necessary to adequately perform the duties of the RAC utilizing healthcare claims from ODJFS' Medicaid Management Information System (MMIS) or Medicaid Information Technology System (MITS) or both.

**1.2    Background**

ODJFS is the state agency responsible for the administration the Medicaid program, a medical assistance program established by Title XIX of the Social Security Amendments Act of 1965. In accordance with the Federal Medicaid State Fiscal Administration requirements set forth in 42 C.F.R. 456, ODJFS has established a Surveillance and Utilization Review Section (SURS) to safeguard against unnecessary or inappropriate utilization of care and services and against excess payments. SURS identifies and collects overpayments made to Ohio Medicaid providers. SURS accomplishes this through data mining, medical record review, and provider audits. ODJFS also contracts for the regular review of a small percentage of inpatient hospital claims for a fixed fee. Section 6411 of the Affordable Care Act allows states to reimburse contractors who assist in the identification and recovery of improper payments on a contingency fee basis and in fact mandates that states execute a contract with a RAC vendor for this program by April 1, 2011. Paying for this work on a contingency fee basis will enable ODJFS to afford to have a much greater volume of claims reviewed for improper payments than has been possible in the past.

Ohio's Medicaid population in State Fiscal Year (SFY) 2009 (July 1, 2008 - June 30, 2009) exceeded two million. In SFY 2009, Medicaid spent more than fourteen billion dollars and processed more than fifty million claims to deliver primary, acute and long-term-care services to this population. Medicaid pays providers by fee-for-service payments to eligible, enrolled health care providers and by capitated rates to Medicaid contracted managed care plans (MCP).

### **1.3 Overview of the Project**

The State of Ohio, acting through ODJFS, Office of Fiscal and Monitoring Services' (OFMS) SURS is soliciting proposals from responsible and qualified vendors with demonstrated experience and expertise performing audit services to detect and recover funds for improper Medicaid payments. These overpayments are made to Medicaid providers arising from inappropriate billings and, where indicated, the selected vendor will be required to make referrals to the appropriate law enforcement agencies for potential fraud, and recommend or implement preventive and educational measures to the appropriate parties.

On a daily basis, the selected vendor must be able to perform simple data mining of Medicaid billing information. The Medicaid claims information is to be received electronically transmitted, at least on a monthly basis, between the selected vendor and ODJFS in a secure format that is mutually agreeable by both parties involved. Based on the Medicaid claims detail the vendor will need to apply complex algorithms based on the individual scenarios, have the ability to prepare statistically valid sampling methodologies, and perform limited reviews and full scope audits in all areas of the Medicaid Program. Based on any overpayments discovered the selected vendor will be required to notify the Medicaid providers of the overpayment, review any support documentation that is submitted by the provider that may negate the overpayment and have an appeal process in place for any disagreements. Upon the final determination of an overpayment the selected vendor will be responsible for recovering overpayments from the providers. The selected vendor will also be responsible for identifying underpayments in all areas of the Medicaid Program.

The selected vendor will be responsible for creating and maintaining a web-based system(s) through which ODJFS and providers can track the audit and review activity. Prior to being compensated, the selected vendor will use data systems to identify fraud, ensure proper coding and billing of services, identify improper payments and secure recoveries of overpayments from providers. Once underpayments have been paid to and overpayments collected from Medicaid providers the selected vendor shall receive restitution based on a percentage of the dollars recovered as an overpayment or paid as an underpayment by the Department. All payments to the selected vendor will be as a result of the selected vendor's work, net of provider appeals and re-billings.

The selected vendor will be required to submit a work plan for approval by SURS. The work plan must be approved before overpayment / underpayment review work may begin. The selected vendor will also be required to have at least two calls per month with the SURS to discuss any revisions to the work plan, overpayment project updates, problems occurring with the recovery work, and other items of importance for discussion.

Throughout this document, the term "improper payment" is used to refer collectively to overpayments and underpayments. Situations where the provider submits a claim containing an incorrect code but the mistake does not change the payment amount are NOT considered to be improper payments.

### **1.4 Objectives of the Project**

The goal of the RAC is to identify instances of improper payments made to Medicaid providers by ODJFS in order to maximize successful recoveries, deter provider billing errors and prevent fraud, waste and abuse in the Ohio Medicaid program. Additionally, success for the project will be measured by the identification of vulnerabilities within the Ohio Medicaid system that will help prevent future improper payments from occurring. The objectives of the contract resulting from this RFP are as follows:

**Objective One:** Meet and fulfill all federally mandated and state required actions regarding RAC, including, but not limited to, Section 6411 of the Affordable Care Act, which amends section 1902(a)(42) of the Social Security Act. Specifically, the identification of improper payments made by ODJFS to Medicaid providers;

**Objective Two:** Develop a web-based case tracking system that allows providers under audit or review to easily determine the status of their case;

**Objective Three:** Exercise the ODJFS' right of recovery by collecting Medicaid overpayments identified by the RAC;

**Objective Four:** Develop an Improper Payment Prevention Plan to help prevent overpayments from occurring in the future;

**Objective Five:** Develop a tracking database which contains the line level detail of claims that have been reviewed or audited. This database will be used by multiple audit entities (e.g. The Ohio Auditor of State, The Zone Program Integrity Contractor and the Centers for Medicare and Medicaid Services) to input line level detail of claims reviewed and denote by claim line when monies have been identified for recoupment by the individual claim line. This will assist in coordinating review and audit projects for Ohio and help to prevent a duplication of effort where one claim is reviewed multiple times. Access to the information must be secured and in compliance with **45 CFR 164.502 (b)** which requires that when a person uses or discloses protected health information or when a person requests protected health information from another covered entity, that the covered entity must take reasonable efforts to limit PHI to the minimum necessary information to accomplish the intended purpose of the use, disclosure, or request;

**Objective Six:** Provide detailed reports of all RAC activities to ODJFS which include reports detailing recoveries made from identified overpayments, as well as underpayments; and,

**Objective Seven:** Ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA) when conducting RAC actions. HIPAA regulations are found in the CFR Title 45, Parts 160 and 164.

## **1.5 Time Frames & Funding Source**

ODJFS is seeking to contract with a vendor to perform services as described in Section IV of this RFP. The initial contract period is expected to be from approximately April 1, 2011 through June 30, 2011. Funding for this project is based on a contingency fee of actual collections of overpayments or identification of underpayments.

Since state law prohibits ODJFS from making financial commitments beyond the fiscal biennium (i.e., June 30, 2011), the contract with the selected vendor will be subject to renewal each biennium (July 1, 2011 through June 30, 2013 and July 1, 2013 through June 30, 2015 and July 1, 2015 through June 30, 2016). Renewal is contingent upon the availability of funds and satisfactory performance by the contractor, and is subject to approval by the Controlling Board.

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

## SECTION II. PROCUREMENT PROCESS INFORMATION

### 2.1 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
January 6, 2011	ODJFS Releases RFP to Potential Vendors on DAS/ODJFS Web Site; Q&A Per. Opens - RFP becomes active - Vendors may submit inquiries for RFP clarification
January 20, 2011	Vendor Q&A Period Closes, 8 a.m. (for inquiries for RFP Clarification) - No further inquiries for RFP clarification will be accepted
January 24, 2011	ODJFS provides Final Vendor Question & Answer Document (estimated)
<b>February 4, 2011</b>	<b>Deadline for Vendors to Submit Proposals to ODJFS (3 p.m.)</b> - This is the proposal opening date, beginning the ODJFS process of proposal review. <b>LATE PROPOSALS WILL NOT BE CONSIDERED. THERE WILL BE NO EXCEPTIONS MADE.</b>
February 22, 2011	ODJFS Issues Contract Award Notification Letter (estimated) - Vendors that submitted proposals in response to this RFP will be sent letters stating whether their proposal was accepted for award of the contract
March 28, 2011	Controlling Board Review of Contract (estimated—if applicable). -Contract with the selected vendor requires review and approval
April 1, 2011	Implementation* (estimated—following notification of all contractual and funding approvals) - ODJFS contracts are not valid and effective until the state Office of Budget Management approves the purchase order.
June 30, 2011	Project Completion - All work must be completed and approved by ODJFS Contract Manager
7/1/11-6/30/12 (SFY 12) 7/1/12-6/30/13 (SFY 13) 7/1/11-6/30/14 (SFY 14) 7/1/11-6/30/15 (SFY 15) 7/1/11-6/30/16 (SFY 16)	Potential renewal periods**: Continuing funding is expected for the period of SFYs 12, 13, 14, 15, and 16. The State may at its sole discretion, opt to renew funding for the contractor selected through this RFP. Any such renewals will be contingent upon available funding, all necessary contractual and funding approvals, and the satisfactory performance of the contractor. Any possible renewal period is at the sole discretion of the State. The selected vendor must not assume any contract agreement will be automatically renewed!

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

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

\* \* Subject to approval by the Controlling Board, the contract period is expected to run from approximately April 1, 2011 through June 30, 2011, with a renewal contract to be in effect, contingent upon satisfactory performance, continued availability of funding, and all required approvals. Since state law prohibits ODJFS from making financial commitments beyond the fiscal biennium (i.e., June 30, 2011), the contract with the selected vendor will be subject to renewal each biennium (July 1, 2011 through June 30, 2013 and July 1, 2013 through June 30, 2015 and July 1, 2015 through June 30, 2016). Renewal is contingent upon the availability of funds and satisfactory performance by the contractor, and is subject to approval by the Controlling Board.

## **2.2 Internet Question & Answer Period; RFP Clarification Opportunity**

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

- \* **Access the ODJFS Web Page at <http://jfs.ohio.gov//>**
- \* **Select “About Us” on the front page;**
- \* **Select “Doing Business with ODJFS;”**
- \* **Select “Requests for Proposals, Letterhead Solicitations, and Other Invitations;”**
- \* **Select RFP Number *JFSR1011118079*;**
- \* **Click the “Submit an Inquiry” Button to ask a question about the RFP; and,**
- \* **Follow the instructions to send an e-mail question.**

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

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

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

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

**IMPORTANT:** Requests from potential vendors for copies of previous RFPs, past vendor proposals, score sheets or contracts for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFP. PRRs submitted in accordance with directions provided in Section 2.3, Communication Prohibitions, will be honored. Please refer to Section 2.3, e., for contact information in submitting a PRR. The posted time frames for ODJFS responses to Internet questions for RFP clarification do not apply to PRRs.

Vendors are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, NOT on details of any current or past related contract. Requirements under a current project may or may not be required by ODJFS under any future contract, and so may not be useful information for vendors who choose to respond to the RFP. If vendors ask questions about existing or past contracts using the Internet Q&A process, ODJFS will use its discretion in deciding whether to provide answers. Interested vendors should also refer to RFP Section 1.5, Time Frames and Funding Source, for related information.

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

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

### **2.3 Communication Prohibitions**

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

The only exceptions to this prohibition are as follows:

- a. Communications conducted pursuant to Section 2.2, Internet Q&A Period;
- b. As necessary in any pre-existing or on-going business relationship between ODJFS and any vendor that could submit a proposal in response to this RFP;
- c. As part of any vendor interview process or proposal clarification process initiated by ODJFS, which ODJFS deems necessary in order to make a final selection;
- d. If it becomes necessary to revise any part of this RFP, ODJFS will post those revisions, amendments, etc., to the website dedicated to this RFP;\* and,

- e. Any Public Records Request (PRR) made through the ODJFS Office of Legal & Acquisition Services.

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

ODJFS is not responsible for the accuracy of any information regarding this RFP that was obtained or gathered through a source other than the Q&A process described in this RFP. Any attempts at prohibited communications by vendors may result in the disqualification of those vendors' proposals.

If interested vendors have a need to communicate regarding this RFP, they must contact **ODJFS** using one of the mechanisms provided for in **Sections 2.2, Internet Question and Answer Period/RFP Clarification Opportunity, or 2.3, Communication Prohibitions**, of this RFP. Vendors are cautioned that communication attempts which do not comply with these instructions will not be answered, and that ODJFS will not consider any proposals submitted to any address other than the one provided in Section 5.1 of this RFP. Vendor proposals must be submitted to ODJFS in strict accordance with proposal submission instructions provided in **Section 5.1, Proposal Submission Information**.

## **2.4 Program Resource Library**

Interested vendors may find additional information about this project in:

1. Ohio Medicaid Reports  
The Ohio Medicaid Reports will provide the vendor with background information about the Ohio Medicaid program <http://jfs.ohio.gov/ohp/reports/ohMedRpts.stm>;
2. Ohio Administrative Code (OAC)  
Applicable OAC rules can be found at <http://www.jfs.ohio.gov/ohp/provider.stm>. Under "Other Resources", choose e-manuals and then locate Ohio Health Plans-Provider
3. Information about the Ohio Medicaid Program  
The following links provide the vendor with general information about the Ohio Medicaid Program:  
  
Medicaid Fact Sheets  
<http://jfs.ohio.gov/ohp/bcps/FactSheets/index.stm>  
Payment System- Click "MITS" on the left side of page NEED MMIS Link  
<http://jfs.ohio.gov/ohp/consumer.stm>  
General Ohio Medicaid Information  
<http://jfs.ohio.gov/ohio>
4. 42 CFR 456.3 Statewide Surveillance and Utilization Control Program  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_09/42cfr456\\_09.html](http://www.access.gpo.gov/nara/cfr/waisidx_09/42cfr456_09.html)

5. Affordable Care Act (P.L. 111-148) :<http://www.gpo.gov/fdsys/pkg/PLAW-111publ148/content-detail.html>
6. General information about HIPAA and EDI: <http://jfs.ohio.gov/ohp/infodata/hipaa.stm> and <http://jfs.ohio.gov/ohp/tradingpartners/info.stm>
7. Ohio's Medicaid State Plan is available upon request.

### **SECTION III. VENDOR EXPERIENCE AND QUALIFICATIONS**

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

#### **3.1 Mandatory Vendor Qualifications**

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

- A. As a legally defined entity, the organization has at least five (5) years cumulative experience working for federal, state, or private industry performing reviews and audits of healthcare providers' claims for the purpose of identifying overpayments and/or underpayments. The experience must include applying their rules, regulations and/or policies to healthcare claims for the identification of improper payments. The organization must also include their experience in review and audit design, development of review and audit procedures, data manipulation and analysis of data sets, implementation of audit procedures and validation of results;
- B. At least five (5) years experience in performing data exchanges of claim information with government or private companies;
- C. At least five (5) years experience in creating and maintaining databases for the purpose of claims tracking;
- D. At least two (2) years experience administering or participating in an appeal process;
- E. At least five (5) years experience in funds recovery of identified overpayments;
- F. The vendor has or will establish an office in Ohio (See Section 8.24 for information on Ohio Presence); and,
- G. List any Ohio businesses which could be considered a conflict of interest for data mining and revenue recovery efforts (i.e. Medicaid service providers, Medicaid billing and fiscal agents, Medicaid claims or program integrity efforts for healthcare companies) with a presence in Ohio.

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

#### **3.2 Organizational Experience and Capabilities- Minimum Quality Level**

Proposals must:

- A. Document the background of the organization, and current and historical data regarding organizational structure, size, and operations in Ohio and the United States. The proposal must then describe in narrative form, how the vendor believes this experience is indicative of its ability to successfully complete this ODJFS project;
- B. Describe the organization's experience and familiarity in working with large state, federal and/or local government agencies. The proposal must then describe in narrative form, how the vendor believes this experience is indicative of its ability to successfully complete this ODJFS project;
- C. Describe the organization's experience and strategies in performing reviews of specific providers and/or multiple benefit areas (e.g. DME, home care, hospital etc.). The proposal must then describe in narrative form, how the vendor believes this experience is indicative of its ability to successfully complete this ODJFS project;
- D. Describe the organization's experience in performing audits in accordance with Generally Accepted Auditing Standards of specific providers and/or multiple benefit areas (e.g. DME, home care, hospital etc.). The proposal must then describe in narrative form, how the vendor believes this experience is indicative of its ability to successfully complete this ODJFS project;
- E. Provide the following information regarding at least three (3) projects for past customers that were completed within the past five (5) years:
  1. include project design, development, validation and implementation information;
  2. type and number of staff used on the project;
  3. describe the organizational experience of using appropriate statistical analysis (at least a 10% precision level and 95% confidence levels) and in the design and use of complex sampling methods for the development, validation and implementation of retrospective audits;
  4. include a description of how the project's methodologies were developed;
  5. experience in modifying audit and review targets to fit changes in healthcare practice;
  6. software used to perform initial data analysis and data manipulations to determine which claims required further investigation or to determine which claims were to be included in any audit samples;
  7. provide the number of desktop reviews and/or on-site reviews performed;
  8. the providers' response rate to records requests, including a description of any innovative techniques used to maximize provider response rates;
  9. detail the types of records reviewed, the forms used to document the results of the reviews and audits;
  10. the initial dollar amount of over/under payments identified;
  11. an example of how the results were communicated to providers;
  12. the provider appeal rate, and the outcomes after any appeals or hearings;
  13. the cost benefit analysis completed for the projects; and,
  14. collection rates of overpayments identified.

For each project described, also include:

15. Company/Entity name and address for whom the reviews were performed;
16. Contact person and phone number;
17. Program name and time span;
18. Volume of claims examined; and,

19. Detailed descriptions of the scope of services provided that relate to the requirements of this RFP.

- F. Discuss the organization's experience in identifying fraud as it relates to health insurance programs. Include four (4) examples of fraud referrals made to law enforcement and the outcomes of those referrals. Describe the working relationship the organization developed with law enforcement entities. The proposal must then describe in narrative form, how the vendor believes this experience is indicative of its ability to successfully complete this ODJFS project;
- G. Describe the organization's experience in evaluating the medical necessity and costs of various medical procedures and therapies. Detail any experience in assessing the appropriateness of various care settings. Explain any circumstances that required the organization to assist in the design or evaluation of the effectiveness of interventions to change provider behavior. The proposal must then describe in narrative form, how the vendor believes this experience is indicative of its ability to successfully complete this ODJFS project;
- H. Describe the organization's overall experience with:
1. Notifying and/or sharing information with providers and associations;
  2. Notifying providers from whom recoveries are sought;
  3. Handling an appeal process;
  4. Managing the collection of payments you have identified as erroneous;
  5. Reporting results; and,
  6. Any other activity that ODJFS may use in evaluating the vendor's ability to successfully fulfill the requirements of the RFP.
- I. Document the organization's capacity to maintain large data files provided by outside entities including security protocols and a disaster recovery plan. Show how the vendor will be able to receive data from ODJFS via a FTP Internet download and/or any other means as notified. List databases used for current or past programs similar in size or scope to this program. Indicate experience in using Medicaid, Medicare, or private sector healthcare administrative databases. Describe the largest comparable database used. The proposal must then describe in narrative form, how the vendor believes this experience is indicative of its ability to successfully complete this ODJFS project;
- J. Document the organization's experience with sharing real time review and audit information with other parties via a web-based system. The proposal must then describe in narrative form, how the vendor believes this experience is indicative of its ability to successfully complete this ODJFS project; and,
- K. Detail the vendor's computer system, including:
1. The type and location of hardware;
  2. Capacity/unused capacity/upgradeability of storage media;
  3. Network hardware, software, and system design;
  4. Internet access speed;
  5. Software used for database management, analytical processing, and any processes associated with post payment review; and,
  6. Standard software used on desktops.
- The proposal must then describe in narrative form, how the vendor believes their system will help them successfully complete this ODJFS project.

Vendors submitting proposals may be required to participate in an in-depth interview as part of the proposal evaluation process. The interview, if necessary, may include participants from ODJFS and/or other state or county agency staff or other representatives it may appoint, as appropriate. ODJFS reserves the right to select from responding vendors for interviews and may not interview all vendors submitting proposals. The vendor shall bear all costs of any scheduled interview. Participants in the interview will be scored based on responses given to a predefined list of questions.

### **3.3 Staff Experience and Capabilities**

Interested vendors should provide resumes for all key staff to include at a minimum: education, certification, licenses, years and experience (in the areas described in Section IV, Scope of Work and Specifications of Deliverables of this RFP--see Sections 4.1 and 4.4) of key staff expected to work on the project. Proposals must indicate key staff, at minimum, as follows:

**A. Project Manager:** The selected vendor must hire a Project Manager (a designated key staff person) to liaise between the contractor and ODJFS. The Project Manager must have the following minimum qualifications:

1. Seven (7) years experience in the management and administration of utilization review projects;
2. Seven (7) years experience in working with Medicaid and Medicare policies and procedures or seven (7) years experience in working with private and commercial insurance company policies and benefits;
3. Seven (7) years experience in the use of computer programs and software, data entry, data exchange, database creation, claims processing, spreadsheet creation, templates and reporting functions;
4. Seven (7) years experience working with appeals; and,
5. Working knowledge of medical terminology, legal terminology, and managed care policies.

**B. Medical Director:** The selected vendor must employ a minimum of one full time equivalent (FTE) medical director (CMD) and arrange for an alternate when the CMD is unavailable for extended periods. The CMD FTE must be composed of either an Ohio Doctor of Medicine or an Ohio Doctor of Osteopathy who has relevant work and educational experience. More than one individual's time cannot be combined to meet the one FTE minimum. Proposals must demonstrate, at minimum, the following CMD work experience and education:

1. Relevant Work Experience

- a. Prior work experience in the health insurance industry, utilization review firm or health care claims processing organization;
- b. Extensive knowledge of healthcare programs (public or private) particularly the coverage and payment rules; and,
- c. Public relations experience such as working with physician groups, beneficiary organizations or Congressional offices.

2. Relevant Educational Experience

-Experience practicing medicine as a board certified doctor or doctor who is currently licensed.

All clinicians employed or retained as consultants must be currently licensed to practice medicine in the State of Ohio, and the contractor must periodically verify that their license is current. When recruiting CMDs, contractors must give preference to physicians who have patient care experience and are actively involved in the practice of medicine. The CMD's duties relevant to the RAC are listed below.

Primary duties include:

- a. Providing the clinical expertise and judgment to understand Medicaid policy;
- b. Serving as a readily available source of medical information to provide guidance in questionable claims reviews situations;
- c. Recommending when provider education, system edits or other corrective actions are needed or must be revised to address RAC vulnerabilities;
- d. Briefing and directing personnel on the correct application of policy during claim adjudication, including through written internal claim review guidelines;
- e. Keeping abreast of medical practice and technology changes that may result in improper billing or program abuse;

Other duties include:

- f. Interacting with the CMDs and other contractors and/or RACs to share information on potential problem areas;
- g. Participating in CMD clinical workgroups, as appropriate; and,
- h. Participating in ODJFS/RAC presentations to providers and associations.

To prevent conflict of interest issues, the CMD must provide written notification to ODJFS within 3 months after the appointment, election, or membership effective date if the CMD becomes a committee member or is appointed or elected as an officer in any State or national medical societies or other professional organizations. In addition, CMDs who are currently in practice should notify ODJFS of the type and extent of the practice.

**C. Support staff:** Other staff considered key to the selected vendor's success should be identified by position and by name. This should include the number of executive, professional and clinical personnel who will be involved in the work. It should include their knowledge and experience in the development and completion of audits and reviews that have identified and recovered overpayments and have identified underpayments made to health care providers. This information should include what role(s) each individual will take in the scope of the work and deliverables as described in Section IV. The proposal must also indicate where these personnel will be physically located during the time that they are involved in the program.

The key staff should have experience with health care consumers, health care policies, health care data systems, utilization review programs, quality assessment and quality improvement methods.

In addition to key personnel, the vendor must submit an organizational chart and general job descriptions of other staff to be assigned to this work that may include:

- a. Medical record reviewers;
- b. Review nurses;
- c. Physician reviewers;
- d. Database Administrator;
- e. Auditors;
- f. Data processors;
- g. Data analysts;
- h. Registered Health Information Administrator and/or Certified Professional Coders;
- i. Biostatistician;
- j. Information Systems Manager; and,
- k. Computer support personnel.

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

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

## **SECTION IV. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES**

### **4.1 Scope of Work**

Interested vendors must recognize that the contract to result from this RFP shall be a contingency fee-based contract. The only compensation the selected RAC vendor will earn through the work required under the resulting contract will be a percentage of improper payments identified by the contractor. These improper payments can be identified by the selected vendor through the completion of Medicaid audits and reviews that identify and recover overpayments and/or identify underpayments made to Medicaid providers. The selected vendor (also referred to as "RAC" in this section), under the direction of ODJFS, shall agree to meet all the requirements of the RAC program, some of which follow in this section. In this RFP, ODJFS is outlining the essential components of this work that will be required of the selected contractor; vendor proposals must at minimum address all the program requirements described in this RFP and may at vendor option propose additional project activity that would result in enhanced recoveries and thorough completion of all RAC program expectations.

It will be the responsibility of the selected vendor to understand Ohio Medicaid's current program integrity structure and to familiarize all its RAC project staff and any subcontractors with applicable state and federal laws, rules, CMS guidelines and regulations pertaining to the Ohio Medicaid program.

#### **A. HIPAA Compliance**

ODJFS will require the selected vendor to comply with the standards of privacy set forth in section 5101.27 of the O.R.C. and 42 C.F.R. 431.300-306. ODJFS will expect the selected vendor to know the HIPAA General Administrative Requirements of 42 C.F.R. Part 160 and to comply with HIPAA's compliance and enforcement provisions. The selected vendor is expected to create and maintain a log capable of tracking privacy authorizations applicable to overpayment activities. ODJFS will require the selected vendor to enter into a HIPAA business associate agreement with ODJFS. In addition, ODJFS expects the selected vendor to sign appropriate agreements with ODJFS to transmit claims information through transaction sets.

#### **B. Data File Standards**

The following standards must be applied by the contractor to data files supplied by ODJFS:

1. The selected vendor must conduct electronic data interchange (EDI) as outlined by the Accredited Standards Committee (ASC) X12. The selected vendor must have the technical and electronic capabilities to perform an EDI 837 transaction; and,

2. ODJFS will submit all claims information to the selected vendor in a batch-processing mode. Following submission, the selected vendor must then complete the transmission of the claims information to its system within 24 hours so that its analytical processing can then be initiated. Note that this is a minimum standard which should be applied to complicated analytical processes involving multiple large data sets over multiple years. Less complicated processes using smaller data sets must be completed in less time.

C. Identification of Medicaid Improper Payments

The selected RAC vendor shall pursue the identification of Medicaid claims which contain improper payments for which payment was made or should have been made under the Ohio Medicaid program guidelines.

Improper payments INCLUDED in this Scope of Work:

Unless prohibited under the Section entitled "Improper Payments Excluded", the RAC may attempt to identify improper payments that result from any of the following:

1. Incorrect payment amounts (exception: in cases where ODJFS issues instructions directing contractors to not pursue certain incorrect payments made);
2. Non-covered services (including services that are not reasonable and necessary);
3. Incorrectly coded services (including DRG miscoding); and,
4. Duplicate services.

D. Assessing an overpayment for failing to provide requested medical record

The selected RAC vendor may find the claim to be an overpayment if medical records are requested and not received within 45 days. Prior to denying the claim for failure to submit documentation, the RAC shall initiate one additional contact before issuing a denial. The RAC may attempt to identify improper payments on claims which includes inpatient hospital claims.

E. Identification, Completion of Audits and Reviews, Notification of Overpayments or Underpayments and Fraud Referrals:

When completing the audits and reviews, the RAC contractor will:

1. work within the confines of the approved work plan;
2. notify providers of their intention to audit and review;
3. assure providers are allowed the appropriate time as identified in the work plan to provide documents for the audit or review;
4. review the documents and/or response as agreed in the work plan;
5. perform audits in accordance with Generally Accepted Auditing Standards;
6. calculate interest as required;
7. issue the pre-approved letter to the provider based on the findings or lack of findings of the audit and review;
8. notify the Department, at least five (5) business days prior to all meetings and/or teleconferences with a provider or association, etc.;
9. maintain individual case files and include information relevant to determine the work performed, the conclusions reached, correspondence related to the case, and notes of any relevant phone conversations;
10. pursue recovery of overpayments;

11. make fraud referrals to the appropriate entities as directed by ODJFS when such fraud is discovered during the process of their review or audit; and,
12. report on all audit and review activity outlined in the “Specifications of Deliverables” Section 4.4 of this RFP.

F. Claim Review Process

1. Types of Determinations a RAC may make:

When the RAC reviews a claim, it may make any or all of the determinations listed below.

**a. Coverage Determinations**

The RAC may find a full or partial overpayment exists if the service is not covered and had not been prior authorized (i.e., it fails to meet one or more of the conditions for coverage listed below). In order to be covered by Medicaid, a service must:

- 1). Be included as a covered service as described in Ohio Administrative Code 5101:3;
- 2). Be medically necessary as defined in OAC 5101:3-1. The RAC shall consider a service to be medically necessary if the RAC determines that the service is:
  - aa). Safe and effective;
  - bb). Not experimental or investigational; and,
  - cc). Appropriate, including the duration and frequency that is considered appropriate for the service, in terms of whether it is:
    - Furnished in accordance with accepted standards of medical practice for the diagnosis or treatment of the patient's condition or to improve the function of a malformed body member;
    - Furnished in a setting appropriate to the patient's medical needs and condition;
    - Ordered and furnished by qualified personnel;
    - One that meets, but does not exceed, the patient's medical need; and
    - At least as beneficial as an existing and available medically appropriate alternative.

There are exceptions to the requirement that a service be reasonable and necessary for diagnosis or treatment of illness or injury as determined by ODJFS.

**b. Coding Determinations**

The RAC may find that an overpayment or underpayment exists if the service is not correctly coded (i.e., it fails to meet one or more of the coding requirements listed in the ICD -9, local coding article, Coding Clinic, CPT or CPT Assistant.)

**c. Other Determinations**

The RAC may determine that an overpayment or underpayment exists if the claim was paid twice (i.e., a “duplicate claim”), was priced incorrectly, or the claim was processed and did not apply a payment policy (e.g., paying the second surgery at 50% of the fee schedule amount).

Potential Quality Problems

The RAC shall report potential quality issues immediately to SUR. The mechanism to report potential quality issues shall be provided by ODJFS.

2. Rationale for Determination.

The RAC shall ensure that policies utilized in making a review determination are applicable at the time the service was rendered. The RAC shall document the rationale for the determination. This rationale shall list the review findings including a detailed description of the Medicaid policy or rule that was violated and a statement as to whether the violation resulted in an improper payment. Because these determinations can be appealed, it is important that the rationale for the determination be documented both initially and at each level of appeal.

If an issue is brought to the attention of ODJFS by any means and ODJFS instructs the RAC on the interpretation of any policy and/or regulation, the RAC shall abide by ODJFS' decision.

G. Provider Appeals

1. Providers will have no appeals on underpayments.
2. The RAC will be responsible for the first two levels of the appeals on overpayments.
3. The Medical Director will be responsible for the second level of appeal.
4. If the provider is still in disagreement after the second level of appeal, the provider will be notified of the rights available to them through the department per OAC 5101:3-1-57. The contractor will be responsible for assuring the department receives all documents once the appeal has been transferred to the ODJFS:
  - a). On reviews, reconsideration of the appealed findings may be requested; and,
  - b). On audits where the Department has accepted the audit and the provider still is not satisfied with findings, the provider may ask for an administrative hearing.
    - The contractor must provide data, as well as live witness testimony, at no cost for any investigation, appeal, or court proceedings emanating from a review of a Medicaid provider by the contractor.

H. Provider Self Identified Claims Overpayments

The RAC contractor will not receive a contingency fee for claims that a Medicaid provider identifies as an overpayment to their company. These self identified claims should be referred to ODJFS for review and a determination as to whether an overpayment actually occurred. If during the course of the RAC's review work a provider identifies additional claims as potential overpayments these claims should be referred to ODJFS. The RAC will receive the contingency fee for any overpayments identified and collected as a part of the RAC's claims that they identified for review.

I. Provider Outreach

The selected contractor will be responsible for performing the necessary provider outreach to notify provider communities of the RAC's purpose and direction. The contractor will work with outside Medicaid provider associations to discuss their approved work plan and potential overpayments that may occur from the RAC project they are working on. The contractor will discuss issues and answer questions, as appropriate, to assist in the education of the provider associations prior to collecting any overpayments for that project. The contractor will also meet with the provider associations, as needed, after a specific overpayment project has been concluded to review their overpayment findings and to assist in reducing future overpayments through association / provider education.

J. Case Tracking – Provider Web Portal

The proposed contractor will create a web based system they will use for case management and to track audit and review findings. The system must have the ability to be securely accessed by providers who are or have been under review or audit by the RAC to allow them to determine the status of their audit or review.

K. Data Warehouse

Contractor will build and maintain a RAC Data Warehouse. The data warehouse should be a free standing system that where Medicaid claims examined by the contractor can be reviewed to adequately plan the review work of the RAC and to minimize duplication of effort between entities performing audit and review work of Medicaid providers. Appropriate security measures need to be taken over the protected health information in order to be in compliance with HIPAA requirements. The RAC Data Warehouse is to be an application which houses all RAC pursuits, identifications and collections. The Contractor must include all components of the identification of improper payments recovery and tracking process. Ideally this warehouse will allow for the identification of the specific claims under review or audit by the RAC. The RAC shall update the RAC Data Warehouse with the improper payment amount for each claim in question at the line level. The selected contractor will provide their proposed plan and timelines for the creation of the data warehouse at the initial planning meeting.

L. Prior to the commencement of Recovery Audits and Reviews, the Contractor must submit a detailed work plan to ODJFS for review and approval. ODJFS expects the selected vendor to submit multiple work plans throughout the course of the contract. The individualized work plans will detail specific areas of non-compliance which the selected vendor's overpayment work will be targeting. These work plans will, at a minimum:

- a. Identify the project manager and staff assigned;
- b. Describe the detailed steps and approach they will take to identify and audit and review providers;
- c. Identify a timeline for the project(s) in the work plan;
- d. Provide a list of proposed providers to be audited/reviewed;
- e. Identify any required ODJFS resources;
- f. Verify with ODJFS that no other entities or other State agencies have active/open investigations for the same allegation;
- g. Include any written correspondence that the contractor proposes to send to providers; and,
- h. Include any and all other facets that may affect the audits and reviews.

The selected vendor may not proceed with work until it receives written approval of the plan from ODJFS. The selected vendor's scope of work is limited to only the activities stated and authorized in the work plan that has been approved by ODJFS. Detailed work plans will be reviewed and approved prior to the start of each of quarter. No claim or invoice will be submitted or paid unless an approved work plan is on file with the ODJFS for the quarter in which the original cases or scope of work are identified. The selected vendor will not start work on an audit or review without written approval from ODJFS. All templates (e.g. forms, letters, etc.) to be used must be pre-approved by ODJFS

M. Improper payments EXCLUDED from this Scope of Work:

The RAC may NOT attempt to identify improper payments arising from any of the following:

1. Services provided under a program other than Medicaid Fee-For-Service;

-For example, the RAC may NOT attempt to identify improper payments in the Medicaid Managed Care program or in the Program of All-Inclusive Care for the Elderly (PACE) program.

2. Cost report providers;

a). The RAC may NOT attempt to identify underpayments and overpayments that result from cost report settlements of Long Term Care providers. This includes claims based on rates set by cost reports of long term care providers and their associated “room & board” claims that pertain to a recipient’s stay in a skilled nursing facility or an intermediate care facility for the mentally retarded;

b). The RAC may NOT attempt to identify underpayments and overpayments related to rural health clinics as their individual unit rates are based on a cost report that is filed on a yearly basis; and,

c). The RAC may NOT attempt to identify overpayments and underpayments regarding the Pre-Admission Screening System Providing Options & Resources Today (PASSPORT) cost reports as these costs identify administrative costs and do not pertain to service costs for individual recipients by a provider.

3. Claims more than 5 years past the date of the initial determination;

The RAC shall not attempt to identify any overpayment or underpayment more than 5 years past the date of the initial determination made on the claim in accordance with Ohio revised Code 5111.061. The initial determination date is defined as the claim paid date. Any overpayment or underpayment inadvertently identified by the RAC after this timeframe shall be set aside. The RAC shall take no further action on these claims except to indicate the appropriate status code in the RAC Data Warehouse. The look back period is counted starting from the date of the initial determination and ending with the date the RAC issues the overpayment notification letter.

4. Claims of Providers under Investigation; and,

The RAC shall not attempt to identify any overpayment or underpayment for those providers determined to be under investigation by Law Enforcement (LE), including the Office of the Attorney General’s Medicaid Fraud Control Unit, the Office of the Inspector General, the Department of Justice, the Federal Bureau of Investigations or any other LE entity where pursuit of an improper payment may jeopardize the criminal investigation.

5. Claims Previously Reviewed, Subjected to Audit or Third Party Liability (TPL) Recovery.

The RAC shall not attempt to identify any overpayment or underpayment for claims that have been reviewed by the Inpatient Review Contractor, ODJFS or the Auditor of State’s Office. The RAC shall not attempt to identify any overpayment or underpayment for providers whose claims have been subjected to a formal audit for the time period of the audit. The RAC shall not attempt to identify any overpayment or underpayment for claims that have been recovered from a third party payor thru the TPL contractor.

**Note:** ODJFS reserves the right to limit the time period available for RAC review by claim type, by provider type, or by any other reason where ODJFS believes it is in the best interest of the Medicaid program to limit claim review.

The information above is a summary of the duties and responsibilities that would be contractually required of the selected Medicaid Recovery Audit Contractor. In order to receive consideration for contract award, all

aspects of the requirements described in this section must be addressed in **Tab 3** of the vendor's technical proposal.

**Proposals submitted in response to this RFP must reflect the vendor's understanding of, and commitment to, perform this Scope of Work fully. The vendor will be responsible for the deliverables as described above, including all preparatory and intervening steps, whether or not ODJFS has explicitly specified or delineated them within the RFP. In developing their proposals, all interested vendors must fully and appropriately plan and cost out their proposed projects, including all necessary preparatory and intervening steps.**

#### **4.2 Program Size**

In SFY 2009, Medicaid spent more than fourteen billion dollars and processed more than fifty million claims.

#### **4.3 Administrative Structures—Proposed Work Plan**

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

- A. Provide a technical approach and work plan to be implemented for Sections 4.1, A., B., F., I., J., and K., of this RFP;
- B. Provide a status reporting procedure for reporting work completed, and resolution of unanticipated problems; and,
- C. Provide a timeline for each component of the scope of work and the project overall.

#### **4.4 Specification of Deliverables**

The contracted services resulting from this RFP process shall include:

##### **A. Initial Meeting with ODJFS Staff**

The selected vendor's key project staff (including overall Project Director and key personnel) shall meet with relevant ODJFS staff within two weeks of the date of award (DOA) to discuss the project plan. The specific focus will be to discuss the time frames for the tasks outlined below.

##### **B. Project Plan**

Within four weeks of the initial meeting, the selected vendor will submit a formal project plan to ODJFS for approval, outlining the resources and time frame for completing the work outlined below. It will be the responsibility of the selected vendor to update this project plan as needed. The initial project plan shall be for the base period of the contract. As new issues arise the project plan shall be updated. The project plan shall include the following:

1. RAC Data Warehouse Development Plan - a detailed plan and timeline outlining the specifications of the RAC Data Warehouse;

2. Provider Portal Development Plan - a detailed plan and timeline outlining the specifications of the provider portal;
3. Provider Outreach Plan - The base provider outreach at a minimum shall include potential outreach efforts to associations, providers, and any other applicable Medicaid stakeholders;
4. Proposed Monthly Reporting Formats for the information listed in Section 4.4, D., below.

C. Monthly Conference Calls

A minimum of two monthly conference calls to discuss the RAC project will be necessary.

1. On a monthly basis the selected vendor's key project staff will participate in a conference call with ODJFS to discuss the progress of the work, evaluate any problems, and discuss plans for immediate next steps of the project. The selected vendor will be responsible for setting up the conference calls, preparing an agenda, documenting the minutes of the meeting and preparing any other supporting materials as needed; and,
2. Once a work plan has been approved and audit or review work has commenced, a conference call will take place on a monthly basis with the selected vendor's key project staff and ODJFS to discuss findings and process improvements that will facilitate ODJFS in paying claims accurately in the future. The selected vendor will be responsible for setting up the conference calls, preparing an agenda, documenting the minutes of the meeting and preparing any other supporting materials as needed.

At ODJFS' discretion, conference calls may be required to be completed more frequently. Conference calls may be scheduled to discuss individual items and/or issues.

D. Monthly Progress Reports

1. The selected vendor shall submit monthly administrative progress reports outlining all work accomplished during the previous month. Monthly reporting formats shall be approved or specified by ODJFS. These reports shall include the following information:
  - a. Complications completing any task;
  - b. Upcoming provider outreach efforts;
  - c. Update of project plan;
  - d. Update of what vulnerability issues are being reviewed in the next month;
  - e. Recommended corrective actions for vulnerabilities (i.e. system edit, provider education...);
  - f. Update on how vulnerability issues were identified and what potential vulnerabilities cannot be reviewed because of potentially ineffective policies;
  - g. Appeal statistics (number of appeals requested, numbers of appeals requiring adjustment of findings, number of appeals; and,
  - h. Process improvements to be completed by selected vendor.
2. The selected vendor shall submit monthly financial reports outlining all work accomplished during the previous month. This report shall be broken down into eight categories:

- a. Overpayments Collected- Amounts shall only be on this report if the amount has been collected (in summary and detail);
- b. Underpayments Identified and Paid Back to Provider- Amounts shall only be on this report if the amount has been paid back to the provider by ODJFS (in summary and detail);
- c. A breakdown of the federal fiscal year and quarter that the overpayments were initially paid to the provider (in summary and detailed by claim);
- d. Overpayments Adjusted- Amounts shall be included on this report if an appeal has been decided in the provider's favor or if the selected vendor rescinded the overpayment after adjustment occurred (in summary and detail);
- e. Overpayments In the Queue- This report includes claims where the selected vendor believes an overpayment exists because of an automated or complex review but the amount has not yet been recovered;
- f. Underpayments In the Queue- This report includes claims where the selected vendor believes an underpayment exists because of an automated or complex review but the amount has not been paid back to the provider;
- g. Number of medical records requested from each provider (in detail);
- h. Number of medical reviews completed within the past 60 days; and,
- i. Number of reviews that failed to meet the 60 day review timeframe and the rationale for failure to complete the reviews within 60 days.

Reports A and B in #2 above shall also be included with the monthly invoice to ODJFS. All reports shall be in summary format with all applicable supporting documentation.

E. RAC Data Warehouse:

The selected vendor must develop a system for sharing real time review and audit information with ODJFS and other parties (e.g. The Ohio Auditor of State, The Zone Program Integrity Contractor and the Centers for Medicare and Medicaid Services) to assist in coordinating review and audit projects for Ohio and help to prevent a duplication of effort where one claim is reviewed multiple times. Access to the information must be secured and in compliance with **45 CFR 164.502 (b)** which requires that when a person uses or discloses protected health information or when a person requests protected health information from another covered entity, that the covered entity must take reasonable efforts to limit PHI to the minimum necessary information to accomplish the intended purpose of the use, disclosure, or requests. Any database/tool created to achieve this will become the sole property of ODJFS. At a minimum, the application should have the capacity to:

1. House the information of in-process audits and reviews by the contractor. Ideally the system will include the capability of flagging specific claims and the outcomes of the review/audit of each claim;
2. Track completed audit and reviews by the contractor;
3. Track monies collected and/or adjusted on overpayments;
4. Track underpayments; and,
5. Develop and issue reports as delineated by ODJFS.

F. Provider Web Portal

The selected vendor shall provide a web portal which will be a web-based system to be used to track audit and review findings. The system must have the ability to be securely accessed by

providers who are or have been under review or audit by the selected vendor to allow them to determine the status of their audit or review.

G. Improper Payment Prevention Plan

Annually, the selected vendor shall produce an Improper Payment Prevention Plan that lists all RAC vulnerabilities identified in the previous year that ODJFS may need to address through provider education or system edits.

H. Maintenance of Case Records

The selected vendor must:

1. maintain case files containing Personal Health Information (PHI) in a secured area;
2. preserve all closed case documents through a ODJFS approved data imaging process while the contract is in force and/or until the overpayment is paid, whichever comes last;
3. possess a computer system/program capable of assimilating case information from various sources;
4. accurately identify matching data;
5. transfer data to ODJFS in an ODJFS-defined computer file; and,
6. return all documentation and data to ODJFS at the close of the contract.

I. Overpayment Recoveries

1. As part of its overpayment recovery activities, and as determined appropriate by ODJFS, the selected vendor must establish a separate lockbox-bank account to track RAC Recoveries. The accounts must be under ODJFS' name and used exclusively for the deposit of Ohio RAC recoveries. The selected vendor will be responsible for all banking fees. The selected vendor must have online banking access and the capability of performing electronic funds transfers (EFT) to a designated state of Ohio depository bank. The selected vendor shall conduct EFT to the State of Ohio on a weekly basis consisting of contractor deposits from the week immediately prior; and,
2. The selected vendor must provide ODJFS staff with a report of the daily deposits at the time of the weekly electronic funds transfer. The selected vendor must identify any funds received in either the lockbox or through other means (e.g., adjustment(s), offset(s)). The selected vendor will not receive payment for any funds that are not the direct result of the selected vendor's efforts. The selected vendor must transfer non-contractor recoveries once a week in a separate EFT. This contract is a contingency fee contract and ODJFS will pay the fee based upon the selected vendor's recoveries which are a result of the selected vendor's efforts.

J. Provider Appeals

On audits where the Department has accepted the audit and the provider still is not satisfied with findings, the provider may ask for an appeal. The contractor must provide data, as well as live witness testimony, at no cost for any investigation, appeal, or court proceedings emanating from a review of a Medicaid provider by the contractor.

K. Availability of Information

The selected vendor must release its overpayment and underpayment information, whether or not that information resulted in recovery, back to ODJFS at its request. The selected vendor cannot charge ODJFS for the sharing of this data. The selected vendor would be required to reorient ODJFS personnel in all aspects of the RAC in the event of untimely contract termination.

L. HIPAA and Confidential Personal Information

The selected vendor is expected to create and maintain a log capable of tracking privacy authorizations applicable to RAC activities. The selected vendor will comply with the standards of privacy set forth in Ohio Revised Code (ORC) 5101.27 and CFR 431.300-306. The selected vendor will also know the HIPAA General Administrative Requirements of 42 CFR Part 160 and to comply with HIPAA's compliance and enforcement provisions. The selected vendor is expected to enter into a HIPAA business associate agreement with ODJFS.

#### 4.5 Selected Vendor Compensation Structure

The Contractor shall submit a monthly invoice by the fifteenth (15) of each month to ODJFS for activity in the previous calendar month. The invoice shall include:

- a. Overpayments Collected - Identification of each case for which recovery of an overpayment has been obtained for the previous calendar month, the amount of the claim, the amount of the recovery, and the amount of the contingency fee. **Overpayment amounts shall only be on this report if the amount has been collected from the Medicaid provider** (in summary and detail);
- b. Underpayments Identified and Paid to the Provider - Identification of each case for which an underpayment was determined in the previous calendar month, the amount of the underpayment, and the amount of the contingency fee. **Underpayment amounts shall only be on this report if the amount has been paid back to the provider by ODJFS** (in summary and detail);
- c. The gross recovery amount (overpayments minus underpayments) must be itemized on each monthly bill. It was the intention of the federal government and ODJFS that the contingency fee amount not be greater than the revenue generated from such reviews; therefore, the majority of the work shall be geared toward the identification and recovery of overpayments;
- d. Total amount of payments received by the contractor from ODJFS since the previous invoice;
- e. Net amount due contractor as of the date of the invoice; and,
- f. The selected vendor will not receive reimbursement for overpayments identified, only on amounts actually collected from the Medicaid providers. The collection process can be delayed based on provider appeals. Predicated on ODJFS' past experience, the appeal process normally takes between 30 and 45 days; however, per OAC 5101:3-2-07.12 inpatient and outpatient hospital claims appeals may take up to 180 days for completion.

The Contractor shall be paid a percentage of the actual overpayment recoveries, in addition to, an underpayment contingency fee based on amounts actually paid to a provider for each preceding month. Actual recoveries are the overpayment amounts refunded to ODJFS by the providers, whether by check or through a debit adjustment to their Medicaid reimbursement. If the provider is refunding the overpayment in installments, the Contractor fee will be based on the actual amounts paid as they are received by ODJFS. The Contractor

payments will only be based on overpayment amounts *recovered* plus contingency fees on underpayments discovered that are paid to a provider, not on overpayment or underpayments amount *identified*. In its **separate sealed Cost Proposal (see Section 5.2 C)**, the bidder should specify the percentage (**which must not exceed 12.5%**) for the contingency fee of overpayments collected and underpayments identified. Based on the percentage proposed by the bidder and accepted by ODJFS, ODJFS will calculate the payment due the Contractor and will remit to the Contractor on a monthly basis.

If the provider refuses to pay, collection will be handled through ODJFS collections process, which can include using legal means to collect the overpayment. The Contractor will not be paid until actual funds are collected. On those claims that are processed through ODJFS' collection process, the provider will receive payment of half of the agreed upon contingency fee. If the provider chooses to pay back the recoupment through adjustments to his Medicaid reimbursement, this would be treated same as cash and payments to the Contractor would be made based on the amount credited each month.

Vendors are to propose their compensation rates using the **Cost Proposal Form** provided as **Attachment F (see Section 5.2 C)** to this RFP. All proposals for compensation must be presented in the format and categories as prescribed on that form. No other categories of costs will be considered by ODJFS. No additional fees or costs of any sort will be paid under this contract.

## **SECTION V. PROPOSAL FORMAT & SUBMISSION**

### **5.1 Proposal Submission Information**

ODJFS requires proposal submissions in both paper and electronic format. The proposal must be prepared and submitted in accordance with instructions found in this Section. The proposal submission must be comprised of:

- **Six** paper copies (**one signed original** and **five** copies) and one CD-ROM copy of the Technical Proposal;

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

**AND**

- in a sealed, separate envelope, **three** paper copies (**one signed original** and **two** copies) and one CD-ROM copy of the Cost Proposal.

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

**Contracts & Acquisitions  
Ohio Department of Job and Family Services  
30 East Broad Street, 31<sup>st</sup> Floor  
Columbus, Ohio 43215-3414**

**ATTN: RFP/RLB Unit**

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

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

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

Along with the Technical proposal, the vendor must submit the Cost Proposal in a separate, sealed envelope/package labeled: **"NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR MEDICAID RECOVERY AUDIT CONTRACT (RAC) SERVICES, RFP: JFSR101118079 SUBMITTED BY [VENDOR'S NAME HERE]."**

The CD-ROM copy of the Technical Proposal must include all components of the technical proposal, including any required or voluntary attachments to it. The CD-ROM copy of the Cost Proposal must include all cost proposal components, including any required or voluntary attachments. **The CD-ROM containing the Cost Proposal must be submitted in the sealed envelope containing the hardcopy Cost Proposal.** Both CD-ROMs must be labeled with the vendor's name, the RFP number, and the proposal submission date or proposal due-date, at minimum. The requested CDs will be used by ODJFS for archiving purposes and for fulfillment of Public Records Requests, and failure to include them or to properly label them may, at ODJFS discretion, result in the rejection of the vendor from any consideration.

All proposal submissions must be received, complete, at the above address, via mail or hand delivery by the above date and time. Materials received separately from a vendor's proposal submission (e.g., letters of recommendation from past customers of the vendor's services) will not be added to the proposal nor considered in the review and scoring process. Materials received after the date and time as stated above will not be included in any previous submissions, nor will they be considered. ODJFS is not responsible for proposals incorrectly addressed or for proposals delivered to any ODJFS location other than the address specified above. No confirmation of mailed proposals can be provided.

For hand delivery on the due date, vendors are to allow sufficient time for traffic incidents, downtown parking considerations, as well as for possible security checks at both the lobby of the Rhodes State Office Tower (address as stated above) and again on the 31<sup>st</sup> Floor. All proposals must be received **no later than the specified deadline, both time and date**, by the Contracts and Acquisitions (C&A), on the 31<sup>st</sup> Floor of the Rhodes Tower. Proposals may be submitted at any time prior to that deadline, during normal working hours, excluding weekends and state holidays. **ODJFS is not responsible for proposals delivered to any address other than the address provided above. No late proposals will be considered.** Submission of a proposal indicates acceptance by the vendor of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between ODJFS and the vendor selected.

## 5.2 **Format for Organization of the Proposal**

### A. **Overall Proposal Organization**

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

The vendor's Technical Proposal must contain the following components (organized in four (4) primary tabs and divided into sub-tabs) as described below. Any other information thought to be relevant, but not applicable to a specific RFP section number/letter must be provided as an appendix to the proposal and so marked as an additional tab. ODJFS reserves the right not to review submitted appendices which includes information/materials not required in the RFP. All pages beyond Tab 1 shall be sequentially numbered.

Vendors must organize their Technical Proposals in the following order:

**Tab 1** Required Vendor Information and Certifications Document

Request for Taxpayer Identification Number (W-9) Form

Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Org.

**Tab 2** Vendor Experience & Qualifications

**Sub-Tab 2a.** Mandatory Vendor Qualifications (Section 3.1, A through G)

**Sub-Tab 2b.** Organizational Experience & Capabilities (Section 3.2, A through K)

**Sub-Tab 2c.** Staff Experience and Capabilities (Section 3.3, A through C)

**Tab 3** Administrative Structures—Proposed Work Plan

**Sub-Tab 4a.** (Section 4.3, Requirement A.)

**Sub-Tab 4b.** (Section 4.3, Requirement B.)

**Sub-Tab 4c.** (Section 4.3, Requirement C.)

**Tab 4** Vendor Attachments or Appendices

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

**NOTE:** Vendors are required to submit **one additional CD-ROM copy** (using TWO CD-ROMs) of their entire proposal package in non-rewriteable CD format. One CD-ROM is to contain the complete Technical Proposal, including any required or voluntary attachments to it, and the other CD-ROM is to contain the Cost Proposal including any required or voluntary attachments to it. One document may, at vendor option, be excepted from the electronic technical proposal version: the "Request for Taxpayer Identification Number (W-9) Form" (**provided as RFP Attachment B.**), which is to be signed by the vendor and submitted with the paper copies of the technical proposal. **The CD-ROM containing the Cost Form must be submitted in the sealed envelope containing the hardcopy Cost Form.**

### B. **Technical Proposal Details**

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

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

1. (Tab 1)  
**Required Vendor Information & Certifications  
Request for Taxpayer Identification Number (W-9) Form  
Declaration Regarding Material Assistance / Non-Assistance to a Terrorist  
Organization**

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

The vendor must attach the **Request for Taxpayer Identification Number (W-9) Form**, which is provided as **Attachment B.** to this RFP, completed with an original signature in blue ink.

Vendors are required to provide a declaration regarding material assistance to a terrorist organization or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List and described in **Attachment C, Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization.** Vendors MUST print **Attachment C.**, complete and sign it (in blue ink), and return it as the content of their Proposal Tab 1. Vendors who fail to provide a signed and completed **Attachment C.** risk disqualification. This form may also be accessed and printed at the Ohio Department of Public Safety, Division of Homeland Security's Website at <http://www.homelandsecurity.ohio.gov>.

The signed originals of the above referenced forms (**RFP Attachments A., B., and C.**) are to be provided in the vendor's original proposal; photocopies of the completed and signed forms must also be provided with each of the required copies.

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

In order to be acknowledged as a vendor with an Ohio presence (as described in RFP Section 8.24, Ohio Presence Consideration) for additional scoring consideration, the vendor must demonstrate in this Tab1 section of its proposal either that it currently has a physical presence in Ohio or has concrete plans for establishing a physical presence. Information to be presented includes the actual or proposed location of the vendor's presence, a description of the work to be performed at that location, and the number of its personnel to operate from the Ohio location. If the Ohio location is planned but not yet operational, an estimated implementation schedule should be provided.

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

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

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

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

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

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

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

**3. (Tab 3)  
Administrative Structures—Proposed Work Plan**

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

**4. (Tab 4)  
Vendor Attachments or Appendices**

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

### C. **Cost Proposal**

**Three** (one signed original and two copies) copies of the Cost Proposal must be submitted in a separate, sealed envelope, and labeled: **“NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR MEDICAID RECOVERY AUDIT CONTRACT (RAC) SERVICES, RFP: JFSR101118079 SUBMITTED BY [VENDOR’S NAME HERE].”** This envelope/package must also contain the labeled Cost Proposal CD-ROM. The Proposal must include a statement that the prices quoted are firm.

Vendors are to complete the Cost Proposal Form, provided as **Attachment F**, to the RFP according to instructions, sign it, and submit it fully completed as the separate sealed cost proposal. The contingency percentage rate offered in the vendor’s Cost Proposal will be the compensatory percentage rate based only on overpayment amounts collected and underpayments identified and paid to the provider pursuant to Section 4.5 of this RFP (for ALL state fiscal years) throughout the contract period as described in this RFP. Vendors are to use the format in **Attachment F, Cost Proposal Form**, to submit their firm, fixed, all-inclusive compensatory percentage rate that covers all SFYs (i.e, 11, 12, 13, 14, 15 and 16). At the vendor’s discretion, additional documentation may also be included with the completed **Attachment F**, as explanatory information, but when making the vendor selections and when executing the contract, ODJFS will consider only the percentage rate displayed on the Cost Proposal Form.

The selected vendor will be compensated as described in Section 4.5 of the RFP and at their proposed and accepted percentage rate which shall not exceed 12.5%. **Vendors who submit cost proposals which exceed the maximum contingency fee percentage of 12.5% shall be disqualified from further consideration of any resulting contract.** The proposed percentage rates shall represent the entire cost the vendor offers for the full and successful completion of all deliverables for that respective SFY.

Vendors are to use their business expertise in pricing the work described in this RFP, taking into consideration any preparatory, intervening steps or activities that must be performed in order to complete all work as listed in Section 4.4 of this RFP, and offer their percentage rate accordingly, even if ODJFS does not explicitly identify those intervening costs in this RFP. No separate travel expenses or any other type of expenses will be paid under the contract to result from this RFP.

### D. **IMPORTANT –VENDOR DISQUALIFIERS FOR PROPOSAL ERRORS:**

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

of the separate, sealed Cost Proposal. Should a vendor determine to include in the technical proposal any documents which contain such cost information, the cost information in those documents must be made unreadable by the vendor before submission of the proposal to ODJFS. Failure to follow these instructions will result in disqualification.

- Any trade secret, proprietary, or confidential information (as defined in Section 8.5 of this RFP) found anywhere in a vendor's proposal shall result in immediate disqualification of that vendor's proposal.
- Any sensitive personal information on vendor *or* sub-contract staff (e.g., social security numbers, addresses) must be omitted from vendor proposals, or rendered fully unreadable, or ODJFS may at its option disqualify the vendor from any consideration.

## **SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION**

### **6.1 Scoring of Proposals**

ODJFS will contract with a vendor that best demonstrates the ability to meet requirements as specified in this RFP. Vendors submitting a response will be evaluated based on the capacity and experience demonstrated in their Technical and Cost Proposal. All proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from ODJFS, Office of Fiscal and Monitoring Services and their designees. Vendors should not assume that the review team members are familiar with any current or past work activities with ODJFS. Proposals containing assumptions, lack of sufficient detail, poor organization, lack of proofreading and unnecessary use of self-promotional claims will be evaluated accordingly. PRT members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and contractor selection process.

Selection of the vendor will be based upon the criteria specified in Sections I., III., IV., and V. of this RFP. Any proposals not meeting the requirements contained in those sections of this RFP will not be scored or may be held pending receipt of required clarifications. The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The review team may waive minor defects that are not material when no prejudice will result to the rights of any vendor or to the public. In scoring the proposals, ODJFS will score in three phases:

#### **A. Phase I. Review—Initial Qualifying Criteria:**

In order to be fully reviewed and scored, proposals submitted must pass the following Phase I. Review. **Any “no” for the listed Phase I. criteria will eliminate a proposal from further consideration. Please refer to Attachment E, Technical Proposal Score Sheet for a complete listing of initial disqualifiers.**

#### **B. Phase II. Review—Criteria for Scoring the Technical Proposal:**

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

Any proposal which does not meet the minimum required technical proposal points will be disqualified from any further consideration and its cost proposal will neither be opened nor considered. Vendors who demonstrate that they are an MBE vendor will receive additional consideration as specified in the Technical Proposal Score Sheet. **Please refer to Attachment E, Technical Proposal Score Sheet for maximum and minimum allowable scoring thresholds and definitions of scoring values.**

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

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

### **C. Phase III.—Calculation & Awarding of Cost Proposal Points**

The Cost Proposal will be reviewed by ODJFS. Vendor proposals which meet or exceed the minimum allowable score in Phase IIA of the Score Sheet shall advance to the consideration of the vendors' cost proposals. Please refer to **Attachment E** for a listing as to how many cost proposal points a vendor shall be awarded based on their proposed percentage rate.

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

## **6.2 Review Process Caveats**

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

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

Should ODJFS determine a need for interviewing vendors prior to making a final selection, results to interview questions shall be scored in a manner similar to the process described in Section 6.1, Scoring of Proposals, above. Such scored results may be either added to those vendors' proposal scores, or will replace certain criteria scores, at the discretion of ODJFS. The standards for scoring the interviews and

the method used for considering the results of the interviews shall be applied consistently for all vendors participating in the interview process for that RFP.

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

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

### **6.3 Final Vendor Recommendation**

The PRT will recommend to the Director of ODJFS the technically qualified vendor offering the proposal most advantageous to ODJFS, as determined by the processes and requirements established in this RFP.

### **6.4 Tie Breaker**

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

## **SECTION VII. PROTEST PROCEDURE**

### **7.1 Protests**

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

- A. A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this RFP. The protest shall be in writing and shall contain the following information:
  1. The name, address, and telephone number of the protestor;
  2. The name and number of the RFP being protested;
  3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
  4. A request for a ruling by ODJFS;
  5. A statement as to the form of relief requested from ODJFS; and
  6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Legal & Acquisition Services, within the following periods:
  1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be

apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. the closing date for receipt of proposals, as specified in Section 2.1, Anticipated Procurement Timetable, of this RFP.

2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of the seventh (7th) calendar day after the issuance of formal letters sent to all responding vendors regarding the State's intent to make the award. The date on these ODJFS letters to responding vendors is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.
- C. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by ODJFS' Office of Legal & Acquisition Services after the time periods set forth in Item B. of this section.
  - D. All protests must be filed at the following location:  
  
Chief Legal Counsel  
ODJFS Office of Legal & Acquisition Services  
30 East Broad Street, 31st Floor  
Columbus, Ohio 43215-0423
  - E. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The vendor(s) who would have been awarded the contract shall be notified of the receipt of the protest.
  - F. ODJFS' Office of Legal & Acquisition Services shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

## 7.2 Caveats

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

## SECTION VIII. CONDITIONS AND OTHER REQUIREMENTS

Through this section of the RFP, ODJFS notifies vendors seeking award of a contract of certain conditions and requirements which may affect their eligibility or willingness to participate in any procurement (RFP, RLB, etc.) process; or their eligibility to be awarded a contract; and of requirements that would be in effect should they be awarded a contract.

### 8.1 State Contracts

Proposals must list any current contracts the vendor has with State of Ohio agencies. The list must indicate the purpose of the contract, the amount of the contract, the time period covered by the contract, and the percentage of the project completed. Vendors must complete a copy of the Required Vendor Information and Certifications Document (provided as **Attachment A.**) to report this information and include the completed document in the vendor's proposal as specified in **Section 5.2 B., 1** of this RFP.

## **8.2 Interview**

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

## **8.3 Start Work Date**

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

## **8.4 Proposal Costs**

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

## **8.5 Trade Secrets Prohibition; Public Information Disclaimer**

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

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

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

## **8.6 Contractual Requirements**

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

- B. Many of the terms and conditions contained in the model contract (See **Attachment D.**) are required by state and federal law; however, the vendor may propose changes to the model contract by annotating the model, and returning it with the vendor's proposal submission. Any changes are subject to ODJFS review and approval;
- C. Payments for any and all services provided pursuant to the contract are contingent upon the availability of state and federal funds;
- D. All aspects of the contract apply equally to work performed by any and all subcontractors;
- E. The contractor, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The contractor, and any subcontractor(s), agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the contract, and may result in legal action;
- F. As a condition of receiving a contract from ODJFS, the contractor, and any subcontractor(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to Section 3113.217 of the ORC. The contractor, and any subcontractor(s), must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring that the contractor or employees of the contractor meet child support obligations established under state law;
- G. By signing a contract with ODJFS, a vendor agrees that all necessary insurance is in effect; and
- H. The selected contractor shall be required to comply with prevailing wage standards, as established in ORC 4115.03 to 4115.16.

### **8.7 Travel Reimbursement**

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

### **8.8 Minority Business Enterprise**

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

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

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

5. A statement that the subcontractor has and understands the RFP, the nature of the work, and the requirements of the RFP; and
6. A copy of the Ohio MBE certificate.

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

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

ODJFS strongly encourages the use of MBE contractors/subcontractors and therefore will provide qualified MBE contractors/subcontractors with additional consideration points as delineated in Attachment E , Technical Proposal Score Sheet for this RFP.

### **8.9 Subcontractor Identification and Participation Information**

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

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

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

### **8.10 Public Release of Records**

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

### **8.11 Confidentiality**

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

### **8.12 Key Personnel**

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

### **8.13 Ethical & Conflict of Interest Requirements**

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

#### **8.14 Health Insurance Portability & Accessibility Act (HIPAA) Requirements**

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

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

#### **8.15 Waiver of Minor Proposal Errors**

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

#### **8.16 Proposal Clarifications**

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

#### **8.17 Contractual Requirements and Prevailing Wage Requirements**

Any contract resulting from the issuance of this solicitation is subject to the terms and conditions as provided in the model contract, which is provided as **Attachment D.** to this RFP. Potential vendors are strongly encouraged to read the model contract and to be fully aware of ODJFS' contractual requirements. Additionally, the selected contractor will be required to comply with prevailing wage standards, as established in ORC 4115.03-4115.16.

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

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

### **8.19 Mandatory Contract Performance Disclosure**

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

### **8.20 Mandatory Disclosures of Governmental Investigations**

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

### **8.21 Mandatory Disclosures of Work Location**

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

### **8.22 Vendor Selection Restriction**

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

### **8.23 Declaration of Material Assistance Requirements**

Any vendor responding to any ODJFS RFP, RLB, or any other procurement opportunity is required to provide certification that the vendor has not provided material support or resources to any organization listed on the "Terrorist Exclusion List" (TEL) maintained by the U.S. Department of State.

The Declaration of Material Assistance Form, provided as **Attachment C**, to this RFP, must be printed, completed, and signed by the interested vendor's authorized representative, and returned to ODJFS as a component of the vendor technical proposal/bid. Failure to properly complete the form or to provide it as part of the proposal submitted to ODJFS may result in the disqualification of the vendor's proposal from consideration.

Vendors may access the TEL from the Ohio Homeland Security Office website, located at [www.homelandsecurity.ohio.gov.dma.asp](http://www.homelandsecurity.ohio.gov.dma.asp) or via e-mail to [dma-info@dps.state.oh.us](mailto:dma-info@dps.state.oh.us) for the current list of excluded organizations and additional information.

#### **8.24 Ohio Presence Consideration**

The vendor that is awarded the contract resulting from this RFP is required to maintain a physical presence in Ohio throughout the term of the contract, including all renewal periods. Therefore, each vendor must either demonstrate in its proposal that it currently has a physical presence in Ohio or demonstrate concrete plans for establishing a physical presence, to include the actual or proposed location of the vendor's presence.

Vendor proposals must identify the work to be performed for this project at that location and identify vendor personnel, either by staff name or function, that will operate from the Ohio location. ODJFS reserves the right, at its sole discretion to reject any proposals which fail to comply with this requirement.

### **SECTION IX. ATTACHMENTS AND THEIR USES**

- A. Required Vendor Information and Certifications (*To be completed & included in proposal packet as specified in Sec. 5.2, B., 1.*)**
- B. Request for Taxpayer Identification Number (W-9) Form (*To be completed & included in proposal packet as specified in Sec. 5.2, B., 1.*)**
- C. Declaration of Material Assistance Form (*To be completed & included in proposal packet as specified in Sec. 5.2, B., 1.*)**
- D. ODJFS Model Contract (*For vendor reference purposes*)**
- E. Technical Proposal Score Sheet (*For vendor self-evaluation purposes...do not submit*)**
- F. Cost Proposal Form (*To be completed & included in cost proposal packet as specified in Sec. 5.2, C.*)**

Thank you for your interest in this project.

## Attachment A

### REQUIRED VENDOR INFORMATION and CERTIFICATIONS

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

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

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

#### Vendors must provide all information

<b>1. ODJFS RFP/RLB #:</b>	<b>2. Proposal Due Date:</b>
<b>3. Vendor Name:</b>  <small>(legal name of the vendor – person or organization – to whom contract\purchase payments would be made)</small>	<b>4. Vendor Federal Tax ID # or Social Security #:</b>  <small>(this number MUST correspond with the name in Item # 3)</small>
<b>5. Vendor Corporate Address:</b>	<b>6. Vendor Remittance Address: (or “same” if same as Item # 5)</b>
<b>7. Print or type information on the vendor representative/contact person <u>authorized to answer questions on the proposal\bid:</u></b>  <b>Vendor Representative:</b> <b>Representative's Title:</b> <b>Address:</b> <b>Phone #:</b> <b>Fax #:</b> <b>E-Mail:</b>	
<b>8. Print or type the name of the vendor representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent.</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function):</b>  <b>Vendor Representative:</b> <b>Representative's Title:</b> <b>Address:</b> <b>Phone #:</b> <b>Fax #:</b> <b>E-Mail:</b>	
<b>9. Is this vendor an Ohio certified MBE?    Yes <input type="checkbox"/>    No <input type="checkbox"/>    If yes, attach a copy of current certification to proposal\bid. (If ODJFS has specified the RFP\RLB\purchase document as an opportunity open exclusively to Ohio Certified MBEs, then failure to attach a copy of current certification <u>WILL RESULT IN DISQUALIFICATION.</u>)</b>	

**10. Mandatory Vendor Certifications:**

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

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

AND

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

AND

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

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

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

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

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

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

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

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

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Work To Be \_\_\_\_\_

Performed: \_\_\_\_\_

(a brief description) \_\_\_\_\_

Subcontractor's Estimated Percentage of Total Project (in % of work, not % of dollars): \_\_\_\_\_

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

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

**C. Identify all state contracts which the vendor has had approved by the Controlling Board since the beginning of the last fiscal year (i.e., since July 01, 2009) through this fiscal year to date. Also include contracts approved for ODJFS or institutions of higher education:**

Total number of contracts: \_\_\_\_\_

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

State Agency/Educational Institution: \_\_\_\_\_

Contract Dollar Amount: \_\_\_\_\_

State Agency/Educational Institution: \_\_\_\_\_

Contract Dollar Amount: \_\_\_\_\_

State Agency/Educational Institution: \_\_\_\_\_

Contract Dollar Amount: \_\_\_\_\_

*Attach additional pages if needed*

### 13. Vendor and Grantee Ethics Certification

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

- (1) I have reviewed and understand Ohio ethics and conflict of interests laws, as found in Chapter 102. and Sections 2921.42 and 2921.43 of the Ohio Revised Code.
- (2) I have reviewed and understand Governor Strickland's Executive Order Number 2007-01S.
- (3) I will not do anything inconsistent with those laws or Executive Order Number 2007-01S.
- (4) I acknowledge that failure to comply with this certification, is, by itself, grounds for termination of this contract or grant with the State of Ohio.

\_\_\_\_\_  
Signature of authorized agent

\_\_\_\_\_  
Date

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

**14. I have read the ODJFS Model Contract attached to the RFP/RLB, and if awarded a contract, I will not \_\_\_\_\_ (or) I will \_\_\_\_\_ request changes to the standard language, and have marked the requested changes and returned the model document with this proposal for consideration by ODJFS. (If so, ODJFS will review those requested changes if you are the selected vendor. All requested changes to model contract language are subject to ODJFS approval.) (NOTE: Item 14 is not applicable and not required when the subject ODJFS procurement opportunity is offered only to State Term Schedule Vendors.)**

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

**DEPARTMENT OF ADMINISTRATIVE SERVICES/  
OHIO DEPARTMENT OF JOB AND FAMILY SERVICES**

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2010-09S

Banning the Expenditure of Public Funds on Offshore Services

This form must be completed and signed by every bidder, offeror, applicant, grantee, or vendor seeking to do business with Ohio Department of Job and Family Services. This must either be submitted as part of the response to any invitation to bid, request for proposals, state term schedule, multiple award contract, request for quotations, informal quotations, and statement of work or submitted during the negotiation of a business relationship but prior to the execution of an agreement.

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**CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:**

By the signature affixed to this response, the Signee affirms, understands and will abide by the requirements of Executive Order 2010-09S issued by Ohio Governor Ted Strickland. If awarded an agreement, the Signee becomes the Contractor/Grantee and affirms that both the Contractor/Grantee and any of its subcontractors/subgrantees shall perform no services requested under this Agreement outside of the United States. The Executive Order is attached and is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

The Signee shall provide all the name(s) and location(s) where services under this Agreement will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the Signee not responsive and no further consideration will be given to the response. Signee's offering will not be considered. If the Signee will not be using subcontractors/subgrantees, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor/Grantee:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

2. Location where services will be performed by Contractor/Grantee:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor/Grantee:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

**By signing below, I hereby certify and affirm** that I have reviewed, understand, and will abide by the Governor's Executive Order 2010-09S. I attest that no funds provided by ODJFS for this project or any other agreement will be used to purchase services provided outside the United States or to contract with a subcontractor who will use the funds to purchase services provided outside the United States. I will promptly notify ODJFS if there is a change in the location where any of the services relating to this project will be performed. If I am signing this on behalf of a company, business, or organization, I hereby acknowledge that I have the authority to make this certification on behalf of that entity.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Entity Name

\_\_\_\_\_  
Address (Principal Place of Business)

\_\_\_\_\_  
Printed name of individual authorized to sign  
on behalf of entity.

\_\_\_\_\_  
City, State, Zip



**TED STRICKLAND**  
GOVERNOR  
STATE OF OHIO

## **Executive Order 2010-09S**

### **Banning the Expenditure of Public Funds for Offshore Services**

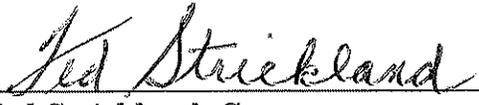
1. **Ohio's Economic Vitality Necessitates Constant Vigilance in State Job Creation Efforts.** State officials and employees must at all times remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio, in particular, and must do so especially during Ohio's continuing efforts to recover from the recent global recession.
2. **No Public Funds Should be Spent on Services Provided Offshore.** Allowing public funds to pay for offshore services undermines economic development objectives and any such offshore services carry unacceptable quality and security risks.
  - a. **The Purchase of Offshore Services with Public Funds Undermines Economic Development and Other Job Creation and Retention Objectives.** The expenditure of public funds for services provided offshore deprives Ohioans and other Americans critical employment opportunities. It also undermines efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which the State has invested heavily.
  - b. **The Purchase of Offshore Services Has Unacceptable Business Consequences.** The use of offshore service providers could pose unacceptable data security, and thus privacy and identity theft risks. There are pervasive service delivery problems with offshore providers, including dissatisfaction with the quality of their services and with the fact that services are being provided offshore. It is difficult and expensive to detect illegal activity and contract violations and to pursue legal recourse for poor performance or data security

violations. The State's use of offshore service providers ill-serves the people of Ohio who are the primary consumers of the services provided by the State.

3. **Ohio's Policy Has Been – and Must Continue To Be – That Public Funds Should Not Be Spent on Services Provided Offshore.** Throughout my Administration, procurement procedures have been in place that restrict the purchase of offshore services. Despite these requirements, federal stimulus funds were recently used to purchase services from a domestic company which ultimately provided some of those services offshore. This incident was unacceptable and has caused me, through this Order, to redouble my commitment to ensure that public funds are not expended for offshore services.
4. **Additional Steps Will Ensure that Public Funds Are Not Spent on Services Provided Offshore.** In order to ensure that the State of Ohio makes no expenditures for services provided offshore, I hereby order the following:
  - a. No Cabinet Agency, Board or Commission (Executive Agency) shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. This Order applies to all funds in the custody of an Executive Agency, be they from state, federal, philanthropic or private sources. It applies to all purchases of service made directly by an Executive Agency and services provided by sub-contractors of those providing services purchased by an Executive Agency.
  - b. 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.
  - c. The Department of Administrative Services, through Ohio's Chief Procurement Officer (OCPO), shall have in place, by August 31, 2010, procedures to ensure all of the following:
    - i. All agency procurement officers, or the person with equivalent duties at each Executive Agency (APOs), have standard language in all Executive Agency contracts which:
      - (a) Reflect this Order's prohibition on the purchase of offshore services.
      - (b) Require service providers or prospective service providers to:

- (i) Affirm that they understand and will abide by the requirements of this Order.
    - (ii) Disclose the location(s) where all services will be performed by any contractor or subcontractor.
    - (iii) 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.
    - (iv) Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
    - (v) Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contract.
  - ii. All APOs are ensuring 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.
    - (a) Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
    - (b) 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 sub-contractor, will not be considered.
  - iii. All procurement manuals, directives, policies, and procedures reflect the requirements of this Order.
  - iv. All APOs have adequate training which addresses the terms of this Order.
5. **Exceptions.** 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 Global Markets Division to attract jobs and business to the State of Ohio, including incidental services for the support of trade missions, payment of international staff, and services necessary for the operation of international offices.
  - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities.

6. I signed this Executive Order on August 6, 2010 in Columbus, Ohio and it will not expire unless rescinded.

  
\_\_\_\_\_  
Ted Strickland, Governor



ATTEST:

\_\_\_\_\_  
Jennifer Brunner, Secretary of State

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>									

**or**

<b>Employer identification number</b>									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### Purpose of Form

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

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

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

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

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

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

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

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

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

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

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov/online/ss-5.pdf](http://www.socialsecurity.gov/online/ss-5.pdf). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses/](http://www.irs.gov/businesses/) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

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

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

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

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



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

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

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

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

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

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

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

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

DECLARATION

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

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

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

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

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

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

**CERTIFICATION**

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

**X**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**C-00-00-0000**

**RECITALS:**

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

- A. (Optional) ODJFS issued a Request for Proposal (RFP) titled \_\_\_\_\_, numbered \_\_\_\_\_, and dated \_\_\_\_\_, which is hereby incorporated by reference.
- B. (Optional) The ODJFS proposal review team recommended for award the Proposal of CONTRACTOR dated [DATE] which is hereby incorporated by reference.
- C. (Optional) In the event of any inconsistency or ambiguity between the provisions of the RFP, the Proposal, or this Contract, the provisions of this Contract will determine the obligations of the parties. In the event that this Contract fails to clarify any inconsistency or ambiguity between the RFP and the Proposal, the RFP will determine the obligations of the parties. In the event of a disputed issue that is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve this dispute in keeping with the objectives of this Contract and the budgetary and statutory constraints of ODJFS.

**ARTICLE I. PURPOSE; DELIVERABLES**

- A. The purpose of this Contract is **INSERT PURPOSE**. CONTRACTOR will perform its responsibilities under this Contract in accordance with the RFP and the Proposal. The responsibilities ("Deliverables") are summarized as follows:

**INSERT DELIVERABLES**

- B. The ODJFS Contract Manager is **OJFS Contract Manager**.
- C. The ODJFS Contract Manager may periodically communicate specific requests and instructions to CONTRACTOR concerning the performance of the Deliverables described in this Contract. CONTRACTOR agrees to comply with any requests or instructions to the satisfaction of ODJFS within ten (10) days after CONTRACTOR's receipt of the requests or instructions. ODJFS and CONTRACTOR expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Deliverables described in this Contract, and are not intended to amend or alter this Contract in any way. If CONTRACTOR believes that any requests or instructions would materially alter the terms and conditions of this Contract or the compensation stated hereunder, CONTRACTOR will immediately notify the ODJFS Contract Manager pursuant to ARTICLE V of this Contract. CONTRACTOR agrees to consult with the ODJFS Contract Manager as necessary to ensure understanding of the Deliverables and the successful completion thereof.
- D. Ownership of Deliverables:
  - 1. All Deliverables provided by CONTRACTOR under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of ODJFS, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. CONTRACTOR will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for ODJFS and CONTRACTOR to use such copyrighted matter in the manner provided herein. CONTRACTOR agrees that all Deliverables will be made freely available to the public unless ODJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.

2. All Deliverables provided or produced pursuant to this Contract will be considered "works made for hire" within the meaning of copyright laws of the United States and the State of Ohio. ODJFS is and will be deemed sole author of the Deliverables and sole owner of all rights therein. If any portion of the Deliverables is deemed not a "work made for hire," or if there are any rights in the Deliverables not conveyed to ODJFS, CONTRACTOR agrees to, and by executing this Contract does, assign ODJFS all worldwide rights, title, and interest in and to the Deliverables. ODJFS acknowledges that its sole ownership of the Deliverables under this Contract does not affect CONTRACTOR's right to use general concepts, algorithms, programming techniques, methodologies, or technology that CONTRACTOR developed prior to or as a result of this Contract or that are generally known and available.
3. CONTRACTOR understands that it must submit a written request to ODJFS and receive express written permission from ODJFS include any of its own pre-existing, proprietary materials in any of the Deliverables under this Contract. ODJFS's approval of the inclusion of pre-existing, proprietary materials is predicated on CONTRACTOR granting to ODJFS and the State of Ohio a worldwide, non-exclusive, perpetual, royalty-free license to use, modify, sell, and otherwise distribute all such materials that are included in the Deliverables under this Contract. Upon request by CONTRACTOR, ODJFS will incorporate into any future copies of the Deliverables under this Contract any proprietary notice(s) CONTRACTOR may reasonably require for any pre-existing, proprietary materials included in the Deliverables of this Contract. Any proprietary notices will be the minimum required by law so as not to be seen as an endorsement by ODJFS of or advertisement for CONTRACTOR.

## ARTICLE II. EFFECTIVE DATE OF THE CONTRACT

- A. This Contract is in effect from the date of issuance of an approved State of Ohio purchase order (see ARTICLE II, Section B, *infra*) or \_\_\_\_\_, whichever is later, through \_\_\_\_\_, unless this Contract is suspended or terminated pursuant to ARTICLE IV prior to the expiration date. **This Contract may be renewed through June 30, 2013, upon satisfactory completion of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODJFS. ODJFS will issue a notice to CONTRACTOR if ODJFS decides to renew this Contract. CONTRACTOR will not obligate resources in anticipation of a renewal until notice is provided.**
- B. In addition to Section A above, it is expressly understood by both ODJFS and CONTRACTOR that this Contract will not be valid and enforceable until the Director of the Ohio Office of Budget and Management, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. The ODJFS Contract Manager will notify CONTRACTOR when this certification is given.

## ARTICLE III. COMPENSATION

- A. The total amount payable under this Contract is **TOTAL AMT** Dollars (**\$TOTAL**). ODJFS will pay an amount up to **SFY1 AMT** Dollars (**\$\$SFY 1**) for State Fiscal Year **SFY1** and up to **SFY2 AMT** Dollars (**\$\$SFY2**) for State Fiscal Year **SFY2** expressly for the completion of the Deliverables described in ARTICLE I. CONTRACTOR understands that the terms of this Contract do not provide for compensation in excess of the total amount listed in this section. CONTRACTOR hereby waives the interest provisions of ORC 126.30.
- B. Compensation will be paid ...
- C. CONTRACTOR will submit three (3) copies of detailed invoices on a **monthly, quarterly, annual** basis to the ODJFS Bureau of Accounts Payable at 30 East Broad Street, 38th Floor, Columbus, Ohio 43215. CONTRACTOR agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:
  1. CONTRACTOR's name, complete address, and federal tax identification number;
  2. Contract number and dates;
  3. Purchase order number;
  4. Amount and purpose of the invoice;
  5. Description of Deliverables performed during the billing period; and

6. Receipt or other proof of costs paid by CONTRACTOR for which CONTRACTOR is seeking reimbursement.
- D. CONTRACTOR expressly understands that ODJFS will not compensate CONTRACTOR for any work performed prior to CONTRACTOR's receipt of notice from the ODJFS Contract Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date specified in ARTICLE II.
- E. CONTRACTOR expressly understands that ODJFS does not have the ability to compensate CONTRACTOR for invoices submitted after the State of Ohio purchase order has been closed. CONTRACTOR must submit final invoices for payment no later than ninety (90) days after the ending date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- F. Subject to the provisions of ORC 126.07 and 131.33, which will at all times govern this Contract, ODJFS represents that:
1. It has adequate funds to meet its obligations under this Contract;
  2. It intends to maintain this Contract for the full period set forth in ARTICLE II and has no reason to believe that sufficient funds will not be available to make all payments due hereunder; and
  3. It will use its best efforts to obtain the appropriation of necessary funds during the term of this Agreement. CONTRACTOR understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Contract, this Contract will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- G. CONTRACTOR and ODJFS understand that the terms of this Contract, when combined with any other payments made to or open encumbrances with CONTRACTOR during the same State Biennium, cannot establish compensation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) aggregate without prior approval from the State Controlling Board in accordance with ORC 127.16.

#### **ARTICLE IV. SUSPENSION AND TERMINATION, BREACH AND DEFAULT**

- A. This Contract will automatically terminate upon expiration of the time period in ARTICLE II, upon completion of all Deliverables, or once all of the compensation has been paid.
- B. Notwithstanding other provisions in this ARTICLE, either party may terminate this Contract at will by giving ninety (90) days written notice to the other party. Upon thirty (30) days written notice to CONTRACTOR, ODJFS may suspend this Contract at ODJFS's sole discretion.
- C. Notwithstanding the provision of Section A, above, ODJFS may suspend or terminate this Contract immediately upon delivery of a written notice to CONTRACTOR if:
1. ODJFS loses funding as described in ARTICLE III, Section F;
  2. ODJFS discovers any illegal conduct by CONTRACTOR; or
  3. CONTRACTOR has violated any provision of ARTICLE VIII.
- D. Except as provided in Sections A and B of this ARTICLE V, CONTRACTOR will have thirty (30) calendar days within which to cure any breach that is curable after receipt of written notice from ODJFS that CONTRACTOR is in breach of any of its obligations under this Contract. If CONTRACTOR fails to cure the breach within the thirty (30) calendar days after written notice or if the breach is not curable, ODJFS may immediately suspend or terminate this Contract. ODJFS may also suspend or terminate this Contract when breaches are persistent, regardless of whether they are cured within thirty (30) calendar days. For purposes of this Section C, "persistent" means that ODJFS has notified CONTRACTOR three (3) times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The three (3) notices do not have to relate to the same obligation or type of failure. After the third notice, ODJFS may suspend or terminate this Contract without a cure period if CONTRACTOR again fails to meet any contractual obligation. At the sole discretion of ODJFS, certain instances of breach may require a shorter cure period

than the thirty (30) calendar days generally applicable in this Section C. In such instances, ODJFS will include in its notice of breach the shorter cure period deemed appropriate.

- E. CONTRACTOR, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Deliverables;
  2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Deliverables;
  3. Prepare and furnish a report to ODJFS, as of the date the notice of termination or suspension was received, that describes the status of all Deliverables and includes the results accomplished and the conclusions reached through Deliverables; and
  4. Perform any other tasks ODJFS requires.
- F. In the event of suspension or termination under this ARTICLE, ODJFS will, upon receipt of a proper invoice from CONTRACTOR, determine the amount of any unpaid Contract funds due to CONTRACTOR for Deliverables performed before CONTRACTOR received notice of termination or suspension. In order to determine the amount due to CONTRACTOR, ODJFS will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODJFS. ODJFS will not be liable for any further claims submitted by CONTRACTOR.
- G. If ODJFS terminates this Contract for any reason provided in this ARTICLE, except for termination at will pursuant to Section A or termination for loss of funding pursuant to Section B, ODJFS will be entitled to utilize another contractor to complete the Deliverables described in ARTICLE I of this Contract on any commercially reasonable terms as ODJFS and the covering contractor may agree. In this event, CONTRACTOR will be liable to ODJFS for all costs related to covering the project to the extent that such costs, when combined with payments already made to CONTRACTOR prior to termination, exceed the costs that ODJFS would have incurred under this Contract. CONTRACTOR's liability under this Section G is in addition to any other remedies available to ODJFS pursuant to this Contract.
- H. Upon CONTRACTOR's breach or default of provisions, obligations, or duties embodied in this Contract or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODJFS reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODJFS of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or CONTRACTOR fails to perform any obligation under this Contract and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODJFS will not be effective unless it is in writing signed by the ODJFS Director.

#### **ARTICLE V. NOTICES**

- A. ODJFS and CONTRACTOR agree that communication regarding Deliverables, scope of work, invoice or billing questions, or other routine instructions will be between CONTRACTOR and the identified ODJFS Contract Manager pursuant to ARTICLE I, Section C of this Contract.
- B. Notices to ODJFS from CONTRACTOR that concern changes to CONTRACTOR's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE VIII, and/or any other formal notice regarding this Contract will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to CONTRACTOR from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Contract will be sent to CONTRACTOR's representative at the address appearing on the signature page of the this Contract.

- D. All notices in accordance with Sections B and C of this ARTICLE will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

#### **ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION**

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

- A. CONTRACTOR agrees that any media produced pursuant to this Contract or acquired with Contract funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. CONTRACTOR further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Contract. CONTRACTOR understands that all materials and items produced under this Contract will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.
- B. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules will be treated as such by CONTRACTOR. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. CONTRACTOR will restrict the use of any information, systems, or records ODJFS provides to the specific Deliverables specified in ARTICLE I of this Contract. CONTRACTOR and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS and the State of Ohio. CONTRACTOR agrees that the terms of this Section B will be included in any subcontract executed by CONTRACTOR for work under this Contract.
- C. CONTRACTOR information that is proprietary and has been specifically identified by CONTRACTOR as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put CONTRACTOR at a competitive disadvantage in CONTRACTOR's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of CONTRACTOR's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. CONTRACTOR must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.
- D. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR and will be made available for audit by state and federal government entities that include but are not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three (3) years after CONTRACTOR receives the last payment pursuant to this Contract. If an audit, litigation or similar action is initiated during this time period, CONTRACTOR will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period. If applicable, CONTRACTOR must meet the requirements of the federal Office of Management and Budget (OMB) Circulars A-110, A-122, and A-133. CONTRACTOR acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Contract are presumptively deemed public records.
- E. CONTRACTOR hereby agrees to current and ongoing compliance with Title 42, Section 1320 of the United States Code (42 USC 1320d -1320d(8)) and the implementing regulations found at Title 45, Parts 164.502 and 164.504 of the Code of Federal Regulations (45 CFR 164.502(e) and 164.504(e)) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). CONTRACTOR further agrees to include the terms of this Section E in any subcontracts that may be executed pursuant to this Contract.

#### **ARTICLE VII. AMENDMENT AND ASSIGNMENT**

- A. This writing constitutes the entire agreement between ODJFS and CONTRACTOR with respect to all matters herein. Only a writing signed by both parties may amend this Contract. However, ODJFS and CONTRACTOR agree that any amendments to any laws or regulations cited herein will result in the

correlative modification of this Contract without the necessity for executing written amendments. Any written amendment to this Contract will be prospective in nature.

- B. CONTRACTOR agrees not to assign any interest in this Contract nor transfer any interest in the Contract without the prior written approval of ODJFS. CONTRACTOR will submit any requests for approval of assignments and transfers to the ODJFS Contract Manager at least 10 (ten) days prior to the desired effective date. CONTRACTOR understands that any assignments and transfers will be subject to any conditions ODJFS deems necessary and that no approval by ODJFS will be deemed to provide for any ODJFS obligation that exceeds the Contract amount specified in ARTICLE III of this Contract.

#### **ARTICLE VIII. CONTRACTOR CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS**

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

- A. If at any time, CONTRACTOR is not in compliance with the conditions affirmed in this Section A, ODJFS will consider this Contract *void ab initio* and will deliver written notice to CONTRACTOR. Any funds the State of Ohio paid CONTRACTOR for work performed before CONTRACTOR received notice that the Contract is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
1. **Federal Debarment Requirements.** CONTRACTOR affirms that neither CONTRACTOR nor any of its principals or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. CONTRACTOR also affirms that within three (3) years preceding this Contract neither CONTRACTOR nor any of its principals:
    - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
    - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
  2. **Qualifications to Conduct Business.** CONTRACTOR affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Contract period CONTRACTOR, for any reason, becomes disqualified from conducting business in the State of Ohio, CONTRACTOR will immediately notify ODJFS in writing and will immediately cease performance of all Deliverables.
  3. **Unfair Labor Practices.** CONTRACTOR affirms that neither CONTRACTOR nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify CONTRACTOR as having more than one (1) unfair labor practice contempt of court finding.
  4. **Finding for Recovery.** CONTRACTOR affirms that neither CONTRACTOR nor its principals or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
  5. **Material Assistance to Terrorist Organization.** CONTRACTOR affirms that CONTRACTOR, its principals, affiliated groups, or persons with a controlling interest in CONTRACTOR's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.

- B. If at any time CONTRACTOR is not in compliance with the conditions affirmed in this Section B, ODJFS may immediately suspend or terminate this Contract and will deliver written notice to CONTRACTOR. CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time CONTRACTOR was in compliance with the provisions of this Section B. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this Section B will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
1. **Americans with Disabilities.** CONTRACTOR, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
  2. **Fair Labor Standards and Employment Practices.**
    - a. CONTRACTOR certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
    - b. In carrying out this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. CONTRACTOR will ensure that all applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training—including apprenticeship—or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status.
    - c. CONTRACTOR agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
    - d. CONTRACTOR will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.
  3. **Ethics Laws.** CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2007-01S pertaining to ethics. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
  4. **Conflicts of Interest.**
    - a. CONTRACTOR certifies, by executing this Contract, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one (1) or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two (2) calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
    - b. CONTRACTOR agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. CONTRACTOR further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
    - c. CONTRACTOR agrees that CONTRACTOR, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of CONTRACTOR's functions and responsibilities under this Contract. If CONTRACTOR, its officers, employees, or members acquire any incompatible, conflicting, or compromising

interest, CONTRACTOR agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414. CONTRACTOR further agrees that the person with the conflicting interest will not participate in any Deliverables until ODJFS determines that participation would not be contrary to public interest.

5. **Lobbying Restrictions.**

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

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

7. **Pro-Child Act.** If any Deliverables call for services to minors, CONTRACTOR agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).

8. **Drug-Free Workplace.** CONTRACTOR, its officers, employees, members, any subcontractors and/or any independent contractors (including all field staff) associated with this Contract agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. CONTRACTOR will make a good faith effort to ensure that none of CONTRACTOR's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

9. **Work Programs.** CONTRACTOR agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.

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

11. **Certification of Compliance.** CONTRACTOR certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

## ARTICLE IX. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and CONTRACTOR. CONTRACTOR further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Contract. CONTRACTOR agrees

that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.

- B. **Limitation of Liability.** To the extent allowable by law, CONTRACTOR agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, and/or infringement resulting from Deliverables. CONTRACTOR's sole and exclusive remedy for any ODJFS failure to perform under this Contract will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages.
- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, CONTRACTOR agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by CONTRACTOR. ODJFS will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODJFS may participate in the defense of any such action. CONTRACTOR agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section C. If any information and/or assistance is furnished by ODJFS at CONTRACTOR's written request, it is at CONTRACTOR's expense. If any of the materials, reports, or studies provided by CONTRACTOR are found to be infringing items and the use or publication thereof is enjoined, CONTRACTOR agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of CONTRACTOR under this Section survive the termination of this Contract, without limitation.
- D. **Liens.** CONTRACTOR will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to CONTRACTOR in connection with this Contract, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to CONTRACTOR under this Contract.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE IV. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by CONTRACTOR's subcontractor(s) will be considered controllable by CONTRACTOR, except for third-party manufacturers supplying commercial items and over whom CONTRACTOR has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.

## ARTICLE X. CONSTRUCTION

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

Signature Page Follows:

Remainder of page intentionally left blank

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

**SIGNATURE PAGE**

**C-00-00-0000**

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

**Vendor Name**

Ohio Department of Job and Family Services

\_\_\_\_\_  
Authorized Signature (Blue Ink Please)

\_\_\_\_\_  
Douglas E. Lumpkin, Director

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Address**

\_\_\_\_\_  
Address

**City, State, Zip**

\_\_\_\_\_  
City, State, Zip

**ATTACHMENT E**  
**Technical Proposal Score Sheet**  
**RFP: JFSR101118079**

**PHASE I: Initial Qualifying Criteria**

**Vendor Name:** \_\_\_\_\_

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

ITEM #	PROPOSAL ACCEPTANCE CRITERIA	RFP Sec. Reference	Y E S	N O
1	Was the vendor’s proposal received by the deadline as specified in the RFP?	2.1 / 5.1		
2	Did the vendor submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal?	5.1		
3	Does the vendor’s proposal include all required affirmative statements and certifications, signed by the vendor’s responsible representative, as described in <b>Attachment A</b> and <b>C</b> to the RFP?	5.2, B., 1. 8.18 / 8.19 8.20 / 8.23		
4	The vendor has demonstrated that it, as a legally defined entity, has at least five (5) years cumulative experience working for federal, state, or private industry performing reviews and audits of healthcare providers’ claims for the purpose of identifying overpayments and/or underpayments; has demonstrated experience which includes applying their rules, regulations and/or policies to healthcare claims for the identification of improper payments; and has also included their experience in review and audit design, development of review and audit procedures, data manipulation and analysis of data sets, implementation of audit procedures and validation of results.	3.1, A.		
5	Has the vendor demonstrated at least five (5) years experience in performing data exchanges of claim information with government or private companies?	3.1, B.		
6	Has the vendor demonstrated at least five (5) years experience in creating and maintaining databases for the purpose of claims tracking?	3.1, C.		
7	Has the vendor demonstrated at least two (2) years experience administering or participating in an appeal process?	3.1, D.		
8	Has the vendor demonstrated at least five (5) years experience in funds recovery of identified overpayments?	3.1, E.		
9	Has the vendor demonstrated that they have an office in Ohio or will establish an office in Ohio?	3.1, F. 8.24		
10	Has the vendor listed whether or not they have any relationships with any Ohio businesses that could be considered a conflict of interest for data mining and revenue recovery efforts (i.e. Medicaid service providers, Medicaid billing and fiscal agents, Medicaid claims or program integrity efforts for healthcare companies) with a presence in Ohio?	3.1, G.		
11	Did the review team (in its initial/cursory review of the vendor’s proposal) determine that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP?	5.2, D. 8.5		
12	Did the vendor remove all personal confidential information (such as home addresses and social security numbers) of vendor staff and/or of any subcontractor and subcontractor staff from resumes or any other part of the proposal package?	3.3 5.2, D.		

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

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

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

**Technical Performance Scoring Definitions:**

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

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

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

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

A technical proposal’s total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying proposal. Technical proposals which do not meet or exceed a total score of at least **663** points (a score which represents that the selected vendor has the capability to successfully perform the project/program services) out of a maximum of **853** points, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Extension
<b>VENDOR QUALIFICATIONS</b>								
<b>MANDATORY QUALIFICATIONS</b>								
1	The vendor has demonstrated that it, as a legally defined entity, has at least five (5) years cumulative experience working for federal, state, or private industry performing reviews and audits of healthcare providers' claims for the purpose of identifying overpayments and/or underpayments; has demonstrated experience which includes applying their rules, regulations and/or policies to healthcare claims for the identification of improper payments; and has also included their experience in review and audit design, development of review and audit procedures, data manipulation and analysis of data sets, implementation of audit procedures and validation of results.	3.1, A.	6					
2	The vendor has demonstrated at least five (5) years experience in performing data exchanges of claim information with government or private companies.	3.1, B.	5					
3	The vendor has demonstrated at least five (5) years experience in creating and maintaining databases for the purpose of claims tracking.	3.1, C.	3					
4	The vendor has demonstrated at least two (2) years experience administering or participating in an appeal process.	3.1, D.	3					
5	The vendor has demonstrated at least five (5) years experience in funds recovery of identified overpayments.	3.1, E.	2					
<b>ORG. EXPERIENCE &amp; CAPABILITIES</b>								
6	The vendor has documented the background of the organization, and current and historical data regarding organizational structure, size, and operations in Ohio and the United States and has described in narrative form how the vendor believes this experience is indicative of its ability to successfully complete this ODJFS project.	3.2, A.	2					
7	The vendor has described the organization's experience and familiarity in working with large state, federal and/or local government agencies and has described in narrative form how the vendor believes this experience is indicative of its ability to successfully complete this ODJFS project.	3.2, B.	3					
8	The vendor has described the organization's experience and strategies in performing reviews of specific providers and/or multiple benefit areas (e.g. DME, home care, hospital etc.) and has described in narrative form how the vendor believes this experience is indicative of its ability to successfully complete this ODJFS project.	3.2, C.	5					
9	The vendor has described the organization's experience in performing audits in accordance with Generally Accepted Auditing Standards of specific providers and/or multiple benefit areas (e.g. DME, home care, hospital etc.) and has described in narrative form how the vendor believes this experience is indicative of its ability to successfully complete this ODJFS project.	3.2, D.	1					
10	The vendor has provided the required information (see list of 19 requirements as listed in Sec. 3.2, E., of the RFP) regarding at least three (3) projects for past customers that were completed within the past five (5) years.	3.2, E.	4					
11	The vendor has: provided a discussion on the organization's experience in identifying fraud as it relates to health insurance programs; included four (4) examples of fraud referrals made to law enforcement and the outcomes of those referrals; described the working relationship the organization developed with law enforcement entities and has described in narrative form how the vendor believes this experience is indicative of its ability to successfully complete this ODJFS project.	3.2, F.	3.5					
12	The vendor has described the organization's experience in evaluating the medical necessity and costs of various medical procedures and therapies; detailed any experience in assessing the appropriateness of various care settings; explained any circumstances that required the organization to assist in the design or evaluation of the effectiveness of interventions to change provider behavior and has described in narrative form how the vendor believes this experience is indicative of its ability to successfully complete this ODJFS project.	3.2, G.	3					
13	The vendor has described the organization's overall experience with: <ol style="list-style-type: none"> <li>1. Notifying and/or sharing information with providers and associations;</li> <li>2. Notifying providers from whom recoveries are sought;</li> <li>3. Handling an appeal process;</li> <li>4. Managing the collection of payments you have identified as erroneous;</li> <li>5. Reporting results; and,</li> <li>6. Any other activity that ODJFS may use in evaluating the vendor's ability to successfully fulfill the requirements of the RFP.</li> </ol>	3.2, H.	3					

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weight	Doesn't Meet	Partially Meets	Meets	Exceeds	Extension
				0	6	8	10	
14	<p>The vendor has:</p> <ul style="list-style-type: none"> <li>documented the organization's capacity to maintain large data files provided by outside entities including security protocols and a disaster recovery plan;</li> <li>shown how the vendor will be able to receive data from ODJFS via a FTP Internet download and/or any other means as notified;</li> <li>listed databases used for current or past programs similar in size or scope to this program;</li> <li>indicated experience in using Medicaid, Medicare, or private sector healthcare administrative databases;</li> <li>described the largest comparable database used and has described in narrative form how the vendor believes this experience is indicative of its ability to successfully complete this ODJFS project.</li> </ul>	3.2, I.	4					
15	<p>The vendor has documented the organization's experience with sharing real time review and audit information with other parties via a web-based system and has described in narrative form how the vendor believes this experience is indicative of its ability to successfully complete this ODJFS project.</p>	3.2, J.	3.5					
16	<p>The vendor has detailed their computer system, including:</p> <ol style="list-style-type: none"> <li>The type and location of hardware;</li> <li>Capacity/unused capacity/upgradeability of storage media;</li> <li>Network hardware, software, and system design;</li> <li>Internet access speed;</li> <li>Software used for database management, analytical processing, and any processes associated with post payment review; and,</li> <li>Standard software used on desktops.</li> </ol> <p>And has described in narrative form, how the vendor believes their system will help them successfully complete this ODJFS project.</p>	3.2, K.	2.5					
<b>STAFF EXPERIENCE &amp; CAPABILITIES</b>								
17	<p>The vendor has provided resumes for all key staff to include at a minimum: education, certification, licenses, years and experience (in the areas described in Section IV, Scope of Work and Specifications of Deliverables of this RFP--see Sections 4.1 and 4.4) of key staff expected to work on the project.</p>	3.3	1					
18	<p>The vendor has assigned a Project Manager (a designated key staff person) to liaise between the contractor and ODJFS. The proposed Project Manager has the following minimum qualifications:</p> <ol style="list-style-type: none"> <li>Seven (7) years experience in the management and administration of utilization review projects;</li> <li>Seven (7) years experience in working with Medicaid and Medicare policies and procedures or seven (7) years experience in working with private and commercial insurance company policies and benefits;</li> <li>Seven (7) years experience in the use of computer programs and software, data entry, data exchange, database creation, claims processing, spreadsheet creation, templates and reporting functions;</li> <li>Seven (7) years experience working with appeals; and,</li> <li>Working knowledge of medical terminology, legal terminology, and managed care policies.</li> </ol>	3.3, A.	2					
19	<p>The vendor has assigned a minimum of one full time equivalent (FTE) medical director (CMD) and has arranged for an alternate when the CMD is unavailable for extended periods. The CMD FTE must be composed of either an Ohio Doctor of Medicine or an Ohio Doctor of Osteopathy who has relevant work and educational experience. More than one individual's time cannot be combined to meet the one FTE minimum.</p> <p>The vendor's proposals has demonstrated, at minimum, the following CMD work experience and education:</p> <ol style="list-style-type: none"> <li><u>Relevant Work Experience</u> <ol style="list-style-type: none"> <li>Prior work experience in the health insurance industry, utilization review firm or health care claims processing organization;</li> <li>Extensive knowledge of healthcare programs (public or private) particularly the coverage and payment rules; and,</li> <li>Public relations experience such as working with physician groups, beneficiary organizations or Congressional offices.</li> </ol> </li> <li><u>Relevant Educational Experience</u> <ul style="list-style-type: none"> <li>-Experience practicing medicine as a board certified doctor or doctor who is currently licensed.</li> </ul> </li> </ol> <p>All clinicians employed or retained as consultants must be currently licensed to practice medicine in the State of Ohio, and the contractor must periodically verify that their license is current.</p>	3.3, B.	1.5					

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weight	Doesn't Meet	Partially Meets	Meets	Exceeds	Extension
				0	6	8	10	
20	<p>The vendor has identified, by position and by name, other staff considered key to the selected vendor's success which includes: the number of executive, professional and clinical personnel who will be involved in the work; their knowledge and experience in the development and completion of audits and reviews that have identified and recovered overpayments and have identified underpayments made to health care providers; what role(s) each individual will take in the scope of the work and deliverables as described in Section IV.; and has indicated where these personnel will be physically located during the time that they are involved in the program.</p> <p>The key staff should have experience with health care consumers, health care policies, health care data systems, utilization review programs, quality assessment and quality improvement methods.</p> <p>In addition to key personnel, the vendor has submitted an organizational chart and general job descriptions of other staff to be assigned to this work.</p>	3.3, C.	1.5					
<b>ADMIN. STRUCTURES—PROPOSED WORK PLAN</b>								
21	The vendor has provided a technical approach and work plan to be implemented for Section 4.1, A., of this RFP that will meet ODJFS' needs.	4.1, A. 4.3, A.	3					
22	The vendor has provided a technical approach and work plan to be implemented for Section 4.1, B., of this RFP that will meet ODJFS' needs.	4.1, B. 4.3, A.	3					
23	The vendor has provided a technical approach and work plan to be implemented for Section 4.1, F., of this RFP that will meet ODJFS' needs.	4.1, F. 4.3, A.	4.5					
24	The vendor has provided a technical approach and work plan to be implemented for Section 4.1, L., of this RFP that will meet ODJFS' needs.	4.1, I. 4.3, A.	2.5					
25	The vendor has provided a technical approach and work plan to be implemented for Section 4.1, J., of this RFP that will meet ODJFS' needs.	4.1, J. 4.3, A.	4					
26	The vendor has provided a technical approach and work plan to be implemented for Section 4.1, K., of this RFP that will meet ODJFS' needs.	4.1, K. 4.3, A.	3					
27	The vendor has provided a status reporting procedure for reporting work completed, and resolution of unanticipated problems that will meet ODJFS' needs.	4.3 B.	2					
28	The vendor has provided a timeline for each component of the scope of work and the project overall that will meet ODJFS' needs.	4.3 C.	3					
<b>PROPOSAL ORGANIZATION</b>								
29	The vendor has submitted a proposal which complies with the specified submission format.	5.2	.25					
30	The vendor has submitted a proposal which complies with the specified page limit.	5.2	.25					
31	The vendor has submitted a proposal which is free of self-promotional claims.	6.1	.25					
32	The vendor has submitted a proposal which has been thoroughly proofread for spelling and grammatical errors.	6.1	.25					
<b>TRADE SECRET INFORMATION</b>								
33	The review team in its comprehensive review of the vendor's proposal has determined that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP. [A "no" response will disqualify the vendor's proposal and will not advance to the consideration of the vendor's Cost Proposal.]	5.2, D. 8.5			YES	NO		
<b>Column Subtotal of "Partially Meets" points</b>								
<b>Column Subtotal of "Meets" points</b>								
<b>Column Subtotal of "Exceeds" points</b>								
<b>TOTAL SCORE:</b>								

Based upon the Phase II A. Total Technical Score earned, does the vendor's proposal proceed to Phase II B. for additional consideration for being an MBE vendor? (Vendor's Total Phase II A. Technical Score must be at least 663 points.)

Yes \_\_\_\_\_ No \_\_\_\_\_ (If "No," Vendor's Technical Proposal will not receive further consideration and their Cost Proposal will not be opened.)

<b>PHASE II B.— Additional Consideration</b>	<b>RFP Sec. Ref.</b>	<b>NO</b>	<b>YES (+10 pts. )</b>
<b>MBE Vendor--</b> Has the vendor provided evidence that they are an MBE vendor?	8.8		
	<b>PHASE II. B. TOTAL POINTS: [10 max. allowable points]</b>		
	<b>VENDOR'S TOTAL PHASE II SCORE [Phase II A. + Phase II B. pts.]:</b>		

**PHASE III: Calculation & Awarding of Cost Proposal Points**

Vendor proposals which meet or exceed the minimum allowable score in Phase IIA. of the Score Sheet shall advance to the consideration of the vendors' cost proposals. The following is a breakdown as to how many cost proposal points a vendor shall be awarded based on their proposed percentage rate. The hierarchy of points is as follows:

<b>Vendor's Proposed Percentage Rate:</b>	<b>= Points Awarded</b>
Lowest Proposed Percentage Rate	<b>120</b>
2 <sup>nd</sup> Lowest Proposed Percentage Rate	<b>114</b>
3 <sup>rd</sup> Lowest Proposed Percentage Rate	<b>108</b>
4 <sup>th</sup> Lowest Proposed Percentage Rate	<b>102</b>
5 <sup>th</sup> Lowest Proposed Percentage Rate	<b>96</b>
6 <sup>th</sup> Lowest Proposed Percentage Rate	<b>90</b>
7 <sup>th</sup> Lowest Proposed Percentage Rate	<b>84</b>
8 <sup>th</sup> Lowest Proposed Percentage Rate	<b>78</b>
9 <sup>th</sup> Lowest Proposed Percentage Rate	<b>72</b>
10 <sup>th</sup> Lowest Proposed Percentage Rate	<b>66</b>

<b>GRAND TOTAL SCORE</b>			
	<b>PHASE II. TOTAL POINTS:</b>		
	<b>PHASE III. TOTAL POINTS:</b>		
	<b>VENDOR'S GRAND TOTAL SCORE [Phase II. + Phase III. pts.]:</b>		

## ATTACHMENT F: COST PROPOSAL FORM

**Instructions:**

Vendors are to complete this Cost Proposal Form, **Attachment F.**, according to these instructions, sign it, and submit it fully completed as the separate sealed cost proposal. The contingency percentage rate offered in the vendor's Cost Proposal will be the compensatory percentage rate based only on overpayment amounts collected and underpayments identified and paid to the provider pursuant to Section 4.5 of the RFP (for ALL state fiscal years) throughout the contract period as described in this RFP. Vendors are to use the format in **Attachment F, Cost Proposal Form**, to submit their firm, fixed, all-inclusive compensatory percentage rate that covers all SFYs (i.e, 11, 12, 13, 14, 15 and 16). At the vendor's discretion, additional documentation may also be included with the completed **Attachment F.**, as explanatory information, but when making the vendor selections and when executing the contract, ODJFS will consider only the percentage rate displayed on the Cost Proposal Form.

The selected vendor will be compensated as described in Section 4.5 of the RFP and at their proposed and accepted percentage rate which **shall not exceed 12.5%**. **Vendors who submit cost proposals which exceed the maximum contingency fee percentage of 12.5% shall be disqualified from further consideration of any resulting contract.** The proposed percentage rates shall represent the entire cost the vendor offers for the full and successful completion of **all** deliverables for that respective SFY.

Vendors are to use their business expertise in pricing the work described in this RFP, taking into consideration any intervening steps or activities that must be performed in order to complete the work, and offer their rates accordingly, even if ODJFS does not explicitly identify those intervening costs in this RFP. No separate travel expenses or any other type of expenses will be paid under the contract to result from this RFP.

**CONTINGENCY FEE PERCENTAGE RATE: [NOT TO EXCEED 12.5%]**

<b>Vendor's Proposed Percentage: (for the contract term and any potential renewals, i.e., SFYs 11, 12, 13, 14, 15 and 16)</b>
_____ %

Affirmation: The percentage rate as delineated above is firm for the duration of the proposed contract period, and I, the undersigned, have authority to bind the contractor to the Cost Proposal.

\_\_\_\_\_  
Name (Signature) and Title

\_\_\_\_\_  
Date of Signature