



Department of
Job and Family Services

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

March 17, 2011

Dear Vendor:

This letter is to announce the release of the Ohio Department of Job and Family Services' (ODJFS) Request for Proposals (RFP) #: JFSR1213078006, Actuarial Services for Medicaid Managed Care for the purpose of obtaining a vendor to provide Actuarial Services and related consulting services for the Ohio Medicaid program. ODJFS is seeking vendors who are qualified to develop and certify capitation payment rates as being actuarially sound according to the standards set forth in 42 Code of Federal Regulations (CFR) 438.6(c)(1): specifically by "...actuaries who meet the qualification standards established by the American Academy of Actuaries and follow the practice standards established by the Actuarial Standards Board."

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

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

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

Sincerely,

(Signature on File)

Linette Alexander
Deputy Director
Contracts and Acquisitions

30 East Broad Street
Columbus, Ohio 43215
jfs.ohio.gov

Ohio Department of Job and Family Services

**REQUEST FOR PROPOSALS
ACTUARIAL SERVICES
FOR MEDICAID MANAGED CARE**

RFP#: R-1213-07-8006

Ohio Department of Job and Family Services
Office of Ohio Health Plans
Managed Care Rate Setting/Fiscal Analysis

March 2011

ODJFS REQUEST FOR PROPOSALS (RFP):

***ACTUARIAL SERVICES
FOR MEDICAID MANAGED CARE***

RFP#: R-1213-07-8006

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Ohio Department of Job and Family Services
REQUEST FOR PROPOSALS (RFP):
ACTUARIAL SERVICES
FOR MEDICAID MANAGED CARE

RFP#: R-1213-07-8006

SECTION I. GENERAL PURPOSE

1.1 Purpose

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Proposals (RFP) for the purpose of obtaining a vendor to provide actuarial services and related consulting services for the Ohio Medicaid program. These services include but are not limited to: (1) the preparation of actuarially sound capitation payment rates for Managed Care Plans (MCPs) who are authorized under § 5111.17 of the Ohio Revised Code (ORC) to provide services to Medicaid enrollees in the Covered Families and Children (CFC) and a portion of the Aged, Blind, and Disabled (ABD) programs; (2) assistance in preparing the Medicaid budget, including the integration of managed care rate setting and identification of industry trends in price, utilization and management of health care services; (3) development of projections to assist in the implementation and operation of a health care exchange in Ohio and determination of the impact on private and public programs in Ohio in accordance with Section 1311 of the Patient Protection and Affordable Care Act (hereinafter “ACA”) of 2010; (4) assistance with any new managed care programs or proposed program and /or federal and /or state legislative initiatives during the term of the Agreement resulting from this RFP.

ODJFS is seeking vendors who are qualified to develop and certify capitation payment rates as being actuarially sound according to the standards set forth in 42 Code of Federal Regulations (CFR) 438.6(c)(1): specifically by “...actuaries who meet the qualification standards established by the American Academy of Actuaries and follow the practice standards established by the Actuarial Standards Board.”

ODJFS seeks to enter into a contract with a qualified actuarial vendor as a result of the RFP process for the purpose of making recommendations for capitation rate payments; estimating managed care program costs, including managed care program costs in future budget cycles; conducting audits of MCPs’ data quality, cost reports, prompt payment of claims; providing additional consultations to ODJFS on the actuarial and payment implications of policy proposals under consideration; and providing consultation and ongoing technical support in all other aspects of managed care program operations, and OHP’s budget initiatives. Additionally, the vendor is expected to assist ODJFS in the research, implementation, and operations related to the health care exchange in Ohio and analyzing the impact of an exchange and related insurance reforms on public and private programs in accordance with ACA.

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

Issuing Office

This RFP is released by and the subsequent contract will be with the ODJFS. The ODJFS Managed Care Rate Setting/Fiscal Analysis Section (RSFA), under the direction of the Medicaid Director or his designee, of the Office of Ohio Health Plans (OHP) will administer the contract, and will be responsible for state level supervision of all activities of the selected vendor. The RSFA, at the direction of the Medicaid Director, is responsible for ensuring the adequacy, reasonableness and cost effectiveness of managed care rates for designated programs, monitoring financial performance of the MCPs and the overall fiscal solvency of the MCPs. The Medicaid Director, or his designee, is responsible for the overall direction and supervision of the Ohio Medicaid program, including the development of the Medicaid budget, in conjunction with the ODJFS Office of Fiscal Services (OFS) and the State Office of Budget and Management (OBM).

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

1.2 Background

ODJFS is the single state agency responsible for the implementation and administration of the Ohio Medical Assistance (Medicaid) Program authorized under Title XIX of the Social Security Act. Medicaid is a federal and state funded assistance program providing health care coverage to certain low-income and medically vulnerable individuals of all ages. ODJFS is also responsible for administering Title XXI of the Social Security Act, the State Children's Health Insurance Program (SCHIP), implemented in Ohio as a Medicaid expansion program. Within ODJFS, OHP oversees Medicaid, SCHIP, and other publicly funded health coverage programs.

Ohio Medicaid eligibility can be categorized into two general groups: CFC (also referred to as Healthy Start/Healthy Families) and ABD (coverage for individuals who are Aged, Blind or Disabled). As of September 2010, there were more than 2.1 million total Medicaid consumers in Ohio comprised of about 1.6 million CFC recipients (76.6%), and 500,821 ABD recipients (23.4%). While the CFC population is comprised of mostly pregnant women and children, the ABD population is comprised of individuals with disabilities and those who are 65 years or older.

Although the ABD population represents about 25% of all Medicaid members, about 72% of total Medicaid spending is for the ABD population. Conversely, the CFC population represents approximately 75% percent of the Medicaid members and about 28% percent of total Medicaid spending. As a means of addressing the State's fiscal constraints, improving cost predictability and administrative simplicity, assuring the appropriate use of services, establishing accountability for both access to care and quality of care, and minimizing preventable or unnecessary use of emergency care and inpatient services, the Ohio legislature (through Am. Sub. House Bill 66) authorized statewide managed care for the CFC population and a portion of the ABD Medicaid consumers. One of the state's main priorities is to enhance systems of care management and coordination for all Medicaid consumers with special attention to those consumers who are most likely to be frequent and /or high –cost users of services (i.e. the ABD population)

Statewide expansion of the CFC Managed Care Program began the summer of 2006 with the phase-in of eight regions. The eight regions were developed based on health care utilization patterns of Medicaid consumers in each county. These include the following: Central, East Central, Northeast, Northeast Central, Northwest, Southeast, Southwest, and West Central. MCPs serving Medicaid consumers in a particular region served all counties in the region. In addition, provider panel requirements were developed that indicate the number and location of providers based on utilization patterns and availability to serve patients. Currently, there are 27,105 providers participating in the Managed Care Program. Each region has at least two but no more than three MCPs under contract with ODJFS.

As of November 2010, there were about 1,473,887 enrollees in the CFC managed care program. CFC plans include Buckeye Community Health Plan, Paramount Advantage, Wellcare of Ohio, Unison Health Plan of Ohio, Caresource, Amerigroup Ohio, and Molina Healthcare of Ohio.

Expanded enrollment of ABD consumers in managed care also began by the end of 2006 with the phase-in of the eight regions with two or three plans per region. Expansion of managed care was completed by summer 2007. As of November 2010, the ABD Medicaid Managed Care Program included 122,483 enrollees in the following plans including Caresource, Unison Health Plan of Ohio, Buckeye Community Health Plan, and Molina Healthcare of Ohio.

The Ohio Medicaid program generally offers two distinct benefit packages: (1) acute and primary care services and (2) long term care services. All those receiving long term care benefits are eligible for acute and primary care services; however, only those meeting specified level of care criteria are eligible for facility and home and community based waiver services long term care.

A. Fee-For-Service

The fee-for-service (FFS) system is a traditional indemnity health care delivery system in which payment is made to a health care provider after a service is rendered and billed. Providers must be licensed or certified as required to enter into provider agreements to serve Medicaid consumers. Medicaid consumers in the FFS delivery system are generally free to seek care from any eligible Medicaid servicing provider, but the providers are not required to accept anyone who presents a Medicaid card.

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

B. Full-Risk Managed Care

The Ohio Medicaid managed care program operates under the authority of a State Plan Amendment approved by the Centers for Medicare and Medicaid Services (CMS) as of July 1, 2005. In all 88 Ohio counties, CFC members must receive their health care services through a full-risk managed care delivery system. Of the 1.6 million total CFC consumers, 1,473,887 are enrolled in full-risk MCPs and out of 500,821 ABD consumers, about 122,483 are enrolled in full-risk MCPs. “Full-risk” managed care requires participating managed care plans to accept the financial responsibility for all needed health care services for their enrollees in exchange for monthly per-person “capitation” payments from ODJFS. ODJFS contracts with (MCPs) who are licensed by the Ohio Department of Insurance (ODI) and which meets all ODJFS requirements for contracting. MCPs serving the CFC population are paid prospectively on a per member per month, capitated, basis. There is also a delivery payment for the delivery of infants under the CFC managed care program. The ABD MCPs receive risk adjusted reimbursement for each enrolled member. The MCPs assume the risk for all medical benefits and must also provide a number of value-added services, such as providing or arranging access to medically necessary health services for their members; providing member services and 24-hour nurse advice lines, targeted care management, and care coordination. Effective February 1, 2010, ODJFS carved out pharmacy benefits from the benefits provided by MCPs to the MCP members, and ODJFS contracted with ACS to serve as the pharmacy benefits manager for ODJFS with respect to the management, provision and payment of pharmacy benefits.

Since August 2006, there has been more than a doubling of managed care enrollment in the full risk program. The CFC population grew from 700,000 members in 15 counties to more than 1.4 million. In addition to the CFC enrollees about 122,483 ABD eligibles enrolled in the program. Together, currently there are more than 1.6 million Managed Care enrollees in all 88 counties. All CFC and ABD regions are mandatory with at least two MCPs offered in each region. The implementation and expansion of Managed Care statewide in Ohio has provided an increased focus on quality of care and improved health outcomes, improved access to care, and cost restraints. The total expenditures for the managed care program for SFY 10 amounted to about \$4.8 Billion (CFC - \$3,348,739,312; ABD - \$1,434,891,583).

More information on the current managed care program, including region specific eligibles and enrollment, CFC and ABD rate methodologies and rates are available in the Program Resource Library (Section 2.4) at <http://jfs.ohio.gov/OHP/bmhc/PRL.stm>.

C. Covered Population

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

Enrollment in Ohio's Medicaid Managed Care Program is currently mandatory for the ABD population except as listed below. ODJFS ABD individuals, as described in division (A) (2) of Section 5111.01 of the ORC, are enrolled in the statewide full-risk managed care program except for the following:

1. Children under twenty-one years of age;
2. Individuals who are dually eligible under both the Medicaid and Medicare programs;
3. Institutionalized individuals;
4. Individuals eligible for Medicaid by spending down their income or resources to a level meeting the Medicaid program's financial eligibility requirements; or
5. Individuals receiving Medicaid services through a Medicaid Waiver component, as defined in Section 5111.85 of the ORC.

D. MCP Accountability

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

E. Incentive Program

The Ohio Medicaid managed care program includes incentives for MCPs to improve performance in specific areas important to Medicaid MCP members. Currently, incentives include an at-risk amount of one percent (1%) of the monthly premium payments and possible additional monetary rewards. To qualify for consideration for incentives, MCPs must meet minimum performance or incentive standards for a broad set of qualifying measures. For qualifying MCPs, higher performance standards for selected measures must be reached to be awarded a portion of the at-risk amount or additional incentives. Since the carve out of the pharmacy benefit from managed care effective February 1, 2010, there is a pharmacy incentive bonus of 0.25% at-risk applied to the MCP rates and tied to the Pay for Performance (P4P) Pharmacy Carve-out Incentive System. As part of the comprehensive review of managed care performance and high performance contracting, a change in the incentive program is currently being considered that would support changes in contracting and performance metrics. Still to be determined are the at-risk amount and whether the funds would then have to be earned by the MCPs as they meet performance standards.

1.3 Overview of the Project

MCPs are reimbursed on a capitated basis with capitation rates prepared in accordance with federal regulations, at 42 CFR 438.6(c). Further, Rule 5101:3-26-09 of the Ohio Administrative Code (OAC) requires capitation rates be

reviewed at least once every two years; and, may be modified more frequently based on existing actuarial factors and experience. This RFP is in part being issued to fulfill federal and OAC requirements regarding capitation rates. ODJFS also has an ongoing need for actuarial and professional support services pertaining to managed health care, evaluation and maintenance of managed care, fiscal analysis including budget development and modeling, program review and audit, information exchange, analysis of health care delivery options and other technical assistance when required.

The professional expertise of an actuarial services vendor is being requested by ODJFS beginning on or around July 2011, (depending upon actual dates of all necessary contract and funding approvals). ODJFS is seeking to develop a consultative relationship with a vendor, who will assist ODJFS in developing program decisions and payment updates meeting the goals of fiscal soundness and access to quality care for beneficiaries. The selected vendor will provide ongoing technical support to ODJFS in areas of fiscal monitoring and cost containment such as: fiscal audits; case management audits; prompt pay audits; determination of appropriate reinsurance levels; cost report audits; and, review of financial performance measures (such as, risk-based capital ratios, net worth per member, liquidity indicators and overall expense ratios, etc.).

ODJFS may also expand managed care to other population groups (for example, dually eligible for Medicaid and Medicare; institutionalized/waiver populations; currently exempt ABD populations) in the future for managing the care and costs associated with these groups. It is possible that during the course of the resulting contract, the selected vendor might be asked to develop payment strategies and rates for specialized groups. Special care models like Health Home, Accountable Care Organizations (ACO), fully integrated models, and other similar programs may be discussed with the selected vendor and included in the deliverables. The vendor will also assist ODJFS in estimating the impact of new state and/or federal legislative initiatives such as the ACA legislation.

1.4 Objectives of the Project

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

1. Prevention and care coordination services within a medical home setting;
2. Advice and direction for medical issues via a 24/7 medical advice hotline;
3. Help in accessing services with a dedicated call center for members and a provider directory listing PCPs, hospitals and specialists;
4. Case management, for consumers with chronic and complex conditions; and
5. Coordination with state sub-recipient agencies as appropriate [e.g., Ohio Department of Mental Health (ODMH), Ohio Department of Developmental Disabilities (ODODD), and Ohio Department of Alcohol and Drug Addiction Services (ODADAS)].

MCP rate development is performed by the vendor currently under contract with ODJFS to perform actuarial services. The vendor selected as a result of this RFP will be expected to maintain the system and complete the rate development for CY 2012 in the initial year and make policy recommendations and rate updates, on a calendar year basis, for future years of the managed care program's operation. (**NOTE:** The current actuarial services contract is expected to remain in effect through June of 2011).

The enactment of the Balanced Budget Act (BBA) in 1997 and the issuance of regulations (in June 2002) by CMS to implement the managed care provisions of the BBA, changed the regulations of premium rates for Medicaid MCPs. The BBA eliminated the requirement that capitation payments under risk contracts include an Upper Payment Limit (UPL) which led to the de-coupling of the managed care payment rates from FFS costs. In addition, the BBA requires actuarial certification of capitation rates; specifies data elements that must be included in the methodology used to set capitation rates; requires states to consider the costs for individuals with chronic illness,

disability, ongoing health care needs or catastrophic claims in developing rates; and, requires states to provide explanations of risk sharing or incentive methodologies. It is required that the selected vendor demonstrates an understanding and ability to comply with these regulations. The selected vendor is expected to certify that the rate setting methodology and the rates are actuarially sound, in accordance with the most recent current federal and state regulations and be approved by CMS to assure continuing federal financial participation (FFP).

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

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

- A. Reducing costs for delivering necessary health care to enrollees;
- B. Assuring access for enrollees to all Medicaid covered services; and
- C. Maintaining quality of health care with an emphasis on prevention.

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

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

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

1.5 Time Frames & Funding Source

ODJFS is seeking to contract with a vendor to perform actuarial services from approximately July 1, 2011 through June 30, 2013.

* * Subject to approval by the Controlling Board, the contract period is expected to run from approximately July 1, 2011 through June 30, 2013 [State Fiscal Year (SFY) 12-SFY 13], with the first renewal contract to be in effect from July 1, 2013 through June 30, 2015 (SFY 14 - SFY 15). Since state law prohibits ODJFS from making financial commitments beyond the fiscal biennium (*e.g.*, 7/01/11 through 6/30/13), the contract with the selected vendor will be subject to renewal prior to SFY 14.

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. (Phase III – Criteria for Considering the Cost Proposal) 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
March 17, 2011	ODJFS Releases RFP to Vendors on ODJFS Web Site; Q&A Period Opens - RFP becomes active - Vendors may submit inquiries for RFP clarification
March 31, 2011	Vendor Q&A Period Closes, 10 a.m. (for inquiries for RFP Clarification) - No further inquiries for RFP clarification will be accepted
April 4, 2011	ODJFS provides Final Vendor Question & Answer Document
April 18, 2011	Deadline for Vendors to Submit Proposals to ODJFS (3 p.m.)
May 25, 2011	ODJFS Issues Contract Award Notification Letters (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
June 2011	Controlling Board Review of Contract (estimated)
July 2011	Implementation* (estimated—following notification of all contractual and funding approvals) - ODJFS contracts are not valid until the Office of Budget Management approves the purchase order.
October 2011	Project Completion** - All work must be completed by the vendor and approved by ODJFS Contract Manager Deadline for Completion of the following Deliverables: -Review and evaluation of the existing ABD and CFC capitation rates and the methodology utilized to determine the capitation rates. -Review and Analysis of FFS and Encounter Data -Draft of Data Book

July 2012	First renewal contract term (<u>estimated</u> —following notification of all contractual & funding approvals)
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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 ORC 126.07, ODJFS contracts are not valid and enforceable until the Office of Budget and Management (OBM) certifies the availability of appropriate funding, as indicated by the approval of the Purchase Order (P.O.). The selected vendor may neither perform work nor submit an invoice for payment for work performed for this project for any time period prior to the P.O. approval date. The ODJFS Contract Manager will notify the selected vendor when the requirements of ORC Section 126.07 have been met.

** Subject to approval by the Controlling Board, the contract period is expected to run from approximately July 1, 2011 through June 30, 2013 [State Fiscal Year (SFY) 12-SFY 13], with the first renewal contract to be in effect from July 1, 2013 through June 30, 2015 (SFY 14 - SFY 15). Since state law prohibits ODJFS from making financial commitments beyond the fiscal biennium (*e.g.*, 7/01/11 through 6/30/13), the contract with the selected vendor will be subject to renewal prior to SFY 14. All renewals are contingent upon satisfactory performance, continued availability of funding, and all required approvals and 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;”**
- * **RFP Number [R1213078006](#);**
- * **Select “Ask a Question about this RFP” function; and**
- * **Follow the instructions to send an e-mail question.**

Questions about this RFP must reference the relevant part of this RFP, the heading for the provision under question, and the page number of the RFP where the provision can be found. The potential vendor must also include the name of a representative of the potential vendor, the company name and business phone number. ODJFS may, at its option, disregard any questions which do not appropriately reference an RFP provision or location, or which do not include identification for the originator of the question. ODJFS will not respond to any questions submitted after **10:00 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. 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 the ODJFS Office of Contracts and Acquisitions, RFP/RLB Unit, at (614) 728-5693 for guidance.

2.3 Communication Prohibitions

If interested vendors have a need to communicate regarding this RFP, they must contact ODJFS using one of the mechanisms provided for in Section 2.2, Internet Question and Answer Period/RFP Clarification Opportunity, or Section 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.

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

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section 2.2, Internet Q&A Period;
2. As necessary in any pre-existing or on-going business relationship between ODJFS and any vendor that could submit a proposal in response to this RFP;
3. As part of any vendor interview process or proposal clarification process initiated by ODJFS, which ODJFS deems necessary in order to make a final selection;

4. If it becomes necessary to revise any part of this RFP, ODJFS will post those revisions, amendments, etc., to the website dedicated to this RFP;* and
5. Any Public Records Request (PRR) made through the ODJFS Office of Legal 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.

2.4 Program Resource Library

Additional documents and background information that vendors may find useful in planning their projects may be accessed on the ODJFS website. The following documents will be available:

Information about the current CFC program, including: region specific eligibles and enrollment; region specific rates; are available at <http://jfs.ohio.gov/OHP/bmhc/PRL.stm>.

More information on the current managed care program for ABD eligibles, such as the ABD base rate and risk adjustment methodologies are available at <http://jfs.ohio.gov/OHP/bmhc/PRL.stm>.

Information about the current CFC program contracting requirements with plans; including data submission requirements, standards for plan approval, and performance measurements are available at <http://jfs.ohio.gov/OHP/bmhc/PRL.stm>.

Documentation of the CFC rates and methodology for Calendar Year 2010, along with FFS and Encounter data file specifications are at <http://jfs.ohio.gov/OHP/bmhc/PRL.stm>.

SECTION III. VENDOR EXPERIENCE AND QUALIFICATIONS

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

3.1 Mandatory Vendor Qualifications:

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

- A. Whose key actuarial staff possess certification by the American Academy of Actuaries and the Actuarial Standards Board. Vendors must include copies of the required certifications of these standards for each key staff person in their proposals; and,
- B. Who have assigned a Lead Actuary to the project who meets the qualification standards established by the American Academy of Actuaries to be a Member of the American Academy of Actuaries for the previous five years; **and** who has at least five (5) years experience in providing actuarial certification of Medicaid capitation payment rates to the CMS for large Medicaid agencies. The

vendors must supply documentation of actuarial certification and dates when staff achieved actuarial qualification. Acceptable documentation includes copies of letters or certificates from the Society of Actuaries verifying that the Lead Actuary is an Associate of the Society of Actuaries (ASA) or a Fellow of the Society of Actuaries (FSA); and,

- C. Who have at least five (5) years consulting experience in developing rates for full-risk Medicaid managed care programs for at least 3 large Medicaid state agencies (comparable to Ohio). Out of the five (5) years, the vendor must have at least three (3) years experience in developing and certifying full-risk managed care rates for the Aged, Blind and Disabled (ABD) population for at least three (3) large Medicaid agencies. The vendor must describe and document applicable experience which clearly indicates the dates of the consultation engagements, names of the states and tasks performed; and,
- D. Who have the ability to analytically process large data sets from ODJFS on a timely basis, so as to allow all other tasks to be completed on schedule (See <http://jfs.ohio.gov/OHP/bmhc/PRL.stm> for a description of ODJFS data files). The vendor must provide written assurance to ODJFS that it has adequate ability to process and analyze large data sets, representing at least two million covered lives or about ten million monthly transactions;

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

3.2 Organizational Experience and Capabilities

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

- A. The total number of years the vendor (not staff) has had working with state Medicaid agencies developing and certifying managed care rates for the states . Separate the total number of corporate years from the total number of staff years;
- B. A current organizational chart which specifies the key management, technical and administrative support personnel who would be assigned to this project. Include an analysis of the vendor's total work force by level;
- C. The number of executive and professional personnel, management analysts, programmers, consultants, etc., who will be employed in the work. Vendors are to identify where these personnel will be physically located during the time they are engaged in the work;
- D. The percentage of time each key management personnel will devote to the project;
- E. A brief description of the organization's history and current operations in Ohio and the United States;
- F. A narrative summary describing at least two (2), but no more than four (4), similar sized projects completed in the past five (5) years demonstrating expertise in developing Medicaid managed care rates and providing the certifications and documentation necessary for CMS approval. The summary should discuss the vendor's experience in setting rates for children with special health care needs, children and adults with chronic diseases and co-morbid conditions including mental health and behavioral conditions, for aged blind and disabled population, for the population dually eligible for Medicaid and Medicare programs, and experience with rate development for full risk managed care programs that include acute and long term (nursing home and /or waiver services)

care services, and risk adjustment methodologies. Each project should be described in no more than two to three pages;

- G. A description of the company's experience in assisting States in the development of new and/or existing Medicaid capitation programs for the following types of Medicaid recipients and specify the experience of the staff you are proposing to assign for each activity:
- a) Non-disabled Medicaid population;
 - b) Medicaid disabled and elderly populations;
 - c) Nursing home population and those that are on waivers and/or on other long term care models;
 - d) Dually eligible population;
 - e) Population in fully integrated care models (that provide acute and long term care services)
 - f) Medicare Advantage Plans and or Special Needs Plans (SNPs);
 - g) Expansion of Medicaid coverage to uninsured populations; and
 - h) Populations with severe and persistent mental illness /serious mental illness/serious emotional disturbance.

For each of the above populations, describe methodologies used to establish appropriate Medicaid capitation rates for the state agency . To describe each project use no more than one page.

- H. A description of the vendor's experience in validating large data sets, representing at least two million covered lives or ten million monthly transactions for rate setting, developing adjustments for selection and case mix, health coverage policies with certain carved out services, inflation factors, Third Party Liabilities, geographic locations, and chronic diseases;
- I. For the deliverables identified in Section 4.3, identify as succinctly as possible: (a) the length of the experience; (b) the work undertaken; and (c) the deliverables produced. For this purpose, tasks can be grouped together by the vendor for ease of reporting their experience. Specify whether or not all deliverables described in the contract's scope of services were produced and provide a contact person (name, email address and phone number of the contact) who has the knowledge of the work performed for that respective state;
- J. An example of a data book the vendor has prepared for any state's Medicaid programs;
- K. A description of vendor's experience in conducting operational compliance audits. The description should include: audits of cost reports; prompt pay audits; on-site audits to identify inefficiencies in major service categories (e.g. inpatient services, emergency services, pharmacy etc.); audits of other financial compliance; and reporting of results;
- L. Names and contact information for at least four (4) states for which they have performed similar large scale projects in the past five (5) years. The professional title of the reference, telephone number and a brief description of the type of services provided must also be included; and
- M. A statement that key management personnel assigned to the project will not be reassigned by the vendor without prior notification to ODJFS Replacement personnel offered for ODJFS approval must have equal skill, training, and experience. ODJFS must provide written pre-approval of any replacement staff.

Information Technology and Communications

The vendor must demonstrate, at minimum:

- N. Having adequate information technology capacity to receive, manipulate, and analyze Medicaid claims, encounters, eligibility, enrollment, demographics for a population of over two million eligibles per year or ten million monthly transactions for multiple years. This includes:
1. Establishing a File Transfer Protocol (FTP) site to exchange large data files with ODJFS and the health plans;
 2. Ability to implement the Chronic Illness and Disability Payment System (CDPS) risk adjustment model; and
 3. Ability to ensure data security.
- O. Having adequate information technology capacity (in processing data for at least two million covered lives per year or ten million monthly transactions) to communicate electronically with ODJFS and the health plans while meeting HIPAA security standards, including:
1. Telephone conference calling;
 2. Web-based e-room containing all contract documentation, work plans, correspondence, deliverables, presentations, etc., shared with ODJFS; and
 3. Web-based e-room accessible to the health plans containing documents correspondence, deliverables, presentations to be shared with them.
- P. Having adequate Web-based conferencing capacity to enable presentations and feedback to the health plans for the deliverables in the resulting contract. This capacity should include the ability to have participants sign on to the conference, display presentations, transmit voice communications over web and/or phone lines, and have conference participants ask questions over the telephone or submitted through the Web.

3.3 Staff Experience and Capabilities

The vendor must demonstrate significant expertise by assigning staff to key leadership roles for this project. Key positions will require profiles and curriculum vitae. **Proposals failing to demonstrate the appropriate education and experience of key staff shall be disqualified from consideration.** The vendor must, at minimum:

- A. Identify, by position and by name, staff they consider key to the project's success. The proposal should provide resumes and /or curriculum vitae for key actuarial staff who will assist on the project, in addition to the lead actuary, who also meet the membership standards of the American Academy of Actuaries. Vendors shall also include: documentation of actuarial certification and dates when staff achieved actuarial qualification; education and experience in conducting this type of project; relevant aspects of the projects with which each of the key personnel have been involved; and attachments of previous work by each of the key management personnel which is the best representation of their capability;
- B. Assign a Data Manager, experienced in analysis, processing, and security of large health care data sets (need not be a qualified actuary) to the project. The Data Manager will be responsible for all data manipulation, summarization and analysis. For example, experience is needed with summarizing raw data by time period, region, age, sex, diagnosis, aid category service category, place of service, provider type and disease status. Further, specific experience with risk adjustment techniques and the employment of risk scores using models such as the CDPS are necessary for project completion. The vendor should document the proposed Data Manager's education, experience, and skills in these areas demonstrating at least 3 years of experience; and

- B. Assign a Project Manager who will be responsible for the logistics of transmitting data and project deliverables and communication with parties for the entire project. The project manager should have at least five (5) years experience with projects of similar size and complexity.

SECTION IV. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES

4.1 Scope of Work

Currently, ODJFS operates two separate managed care payment systems for each of the CFC and ABD eligible populations. Prior to July 1, 2006, the CFC program rates were developed specific to each county. In July 2006, ODJFS divided the state into eight (8) regions: Northwest, Northeast, Northeast Central, West Central, Central, East Central, Southwest, and Southeast for the administration of Medicaid Managed Care. In addition to the county-specific rates, the then actuary developed rates for the CFC population in each of the eight regions, using mostly the same methodology and data sources as for the county rates. The regional rate methodology and the rates for CY 2008, CY 2009, CY 2010 and CY 2011 were developed by the current actuary and are available in the Program Resource Library in Section 2.4. The CFC rates are developed by different rate cells, determined on the basis of recipient's age, gender, program eligibility, and geographic locations.

The then actuary also developed actuarially sound risk adjusted rates for a portion of the ABD population for the January 1, 2007 through December 31, 2007 contract period. The base rate was developed for the eight specific regions for the mandatory managed care program. The risk adjusted rates (RAR) were implemented into the ABD managed care program using generally accepted risk adjustment methods to adjust base capitation rates to reflect the different health status of the members enrolled in each MCP's program. The CDPS is the current risk adjustment model selected by the state. The current vendor developed each MCP's risk score to reflect the health status of members enrolled in the contractor's program within a region. During the initial four months of implementation, the MCP's risk scores were calculated monthly. For the initial month the base payment was made to the MCPs. An adjustment was made in the subsequent month to reflect the appropriate risk adjustment reimbursement for the prior month. After the initial phase, the risk scores were updated on a semi-annual basis. The base rates for the ABD program for CY 2008, CY 2009, CY 2010 and CY 2011 are available in the Program Resource Library in Section 2.4.

The specifications for deliverables required under the resulting contract may evolve from year to year in response to program changes as the managed care program is expanded to cover individuals currently not enrolled (for example, individuals that are dually eligible for Medicaid and Medicare, individuals with institutional level of care, waiver etc.). In addition, federal and state statutory and regulatory provisions may demand modifications. Based on the ACA legislation new eligibility rules might take effect in 2014 for Medicaid along with new benefit package called "essential benefits" might be applicable for the newly eligible. The selected vendor will be expected to develop and /or modify rates to accommodate the changes in eligibility and benefit package due to the ACA final legislation.. The vendor must be willing to work with ODJFS to reach mutual agreement around changes in such details and specifications.

The following specific tasks (deliverables) outlined in Section 4.3 are to be performed by the selected vendor. In addition, the selected vendor will be required to provide the deliverables and adhere to the schedule outlined in Section 4.3, but those dates are subject to change by ODJFS. The vendor must be able to meet ODJFS' deadlines in order to allow ODJFS the necessary time to conduct impact analysis and timely procurement negotiations with external entities like the MCPs. In developing their proposals, all vendors must fully and appropriately plan and cost out their tasks, including all necessary preparatory and intervening steps, whether specified in the RFP or not.

The **selected vendor** shall make available, **per ODJFS request**, all information it uses in making assumptions and projections for Ohio rates. Any proprietary information, trade secrets, or intellectual property used in making assumptions and projections, should be declared to the State by appropriate labeling of any included material. **Material marked as "proprietary," "trade secret" or "intellectual property" by the vendor will not be subject**

to disclosure under a public record request. This information **may not be included** as part of the vendor's response to this RFP. This information will only be used by ODJFS in the evaluation and administration of the contract. Please refer to Section 8.5 for trade secret prohibitions.

4.2. Administrative Structures—Proposed Work Plan

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

- A. Provide a technical approach and work plan to be implemented. The vendor must be prepared to adhere to the schedule outlined in Section 4.3 of this RFP. These dates are tentative and subject to change based on discussions with the vendor;
- B. Provide a status reporting procedure for reporting work completed, and resolution of unanticipated problems; and
- C. Include a Table of Organization (including any subcontractors) and a chart showing the number of hours devoted to the project by vendor's personnel or sub-contractor staff. Additionally, the vendor must provide the percentage of time each key management person will devote to the project.

4.3 Specification of Deliverables

This section sets forth the activities and deliverables which will be required of the selected vendor under the contract expected to result from this RFP. These categories of deliverables will be described in six (6) sections: Evaluation and maintenance of the current program (CY 2011); Rate-setting (CY 2012); Fiscal analysis; Program review and audit; Information exchange; JFS portion of the Health Care Exchange work and Technical assistance and support. The contracted services will include, but may not be limited to, the following areas:

A. Evaluation and maintenance of the current program (CY 2011)

1. Review and evaluation of the existing capitation rates and the methodology utilized to determine the capitation rates. This should include reviewing and evaluating the adjustments and assumptions employed in the ABD and CFC rate setting processes and the risk scores for ABD;
2. Updating the MCP risk scores for the ABD population using the CDPS model. Updating the risk scores will include the development of:

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

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

Target completion timeframe – In use by July, 2012 and updated semi-annually thereafter.

3. Review and evaluation of the existing MCP contracts. This should include, but not be limited to, the appropriateness of:
 - a. utilization and trend assumptions;

- b. health benefit packages provided for each beneficiary group;
- c. administrative load assumptions; and
- d. financial and other reporting requirements.

B. Rate-setting (CY 2012)

The selected vendor will be required to:

1. Certify the validity of the source data to be used for rate setting. The vendor and the ODJFS will work closely to validate the accuracy and completeness of the source data for both the ABD and CFC populations.

Target completion timeframe of 60 days from contract inception.

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

Target completion timeframe expected by August 2011

3. Review the Calendar year 2012 rate setting methodologies for the ABD and CFC populations and make sure they are in accordance with the most current federal and state laws and regulations;

Target completion timeframe expected August 2011

4. Produce data books for the calendar year 2012 ABD and CFC rates. This shall include at least all of the following elements: cost and utilization by cohort, service category and region; FFS summaries (for ABD only); encounter data summaries; and, MCP cost report summaries. The data books will be made available in the format recommended by ODJFS. Distribution will be a joint effort by ODJFS and the vendor, but the vendor will be expected to provide an electronic version of the data book to minimize document handling;

Target completion timeframe September 2011

5. Presentation of the data book and rate setting methodology to the plans. The vendor will present both the ABD and CFC rate setting methodologies and data books to the plans in addition to preparing written responses to MCP inquiries. The ABD and CFC presentations will be conducted jointly on an agreed upon date by ODJFS and the vendor;

Target completion timeframe September 2011

6. Performance of rate development for the ABD and CFC populations shall include, at least, all of the following: development of trend; managed care assumptions such as clinical measures, performance measures, market changes, program expansions; review and inclusion of all FFS coverage policy and reimbursement changes; state and federal legislative mandates; cost containment incentives for the plans; administrative and contingency loads; non-state plan services; and, other related factors. The draft base rates will be shared at a mandatory meeting with the plans. This meeting will be followed by a comment period with written responses by the vendor and appropriate incorporation of comments from ODJFS and the MCPs. Please note that the ABD base rates would have to be risk adjusted once in December 2011 and then in June of 2012.

Target completion timeframe September 2011

7. The vendor will present the final draft ABD and CFC rates at a mandatory meeting with the plans, in a face-to-face meeting in Columbus. This meeting will be followed by a comment period with written responses by the vendor and appropriate incorporation of comments from ODJFS and the MCPs.
8. Certification of the final ABD and CFC rates as being actuarially sound. The selected vendor will obtain CMS approval for the rates including completion of the CMS rate setting checklist for the final rates. The ODJFS contract manager will be responsible for verifying vendor compliance with this deliverable.

Target completion timeframe October 2011

9. Ohio is currently operating its mandatory Medicaid managed care program under federal state plan amendment (SPA) authority. Depending on legislative changes that may occur with the SFY 2012/2013 budget biennium, effective July 1, 2011, Ohio may require approval of managed care waivers from CMS in order to permit SSI children, dual Medicaid/Medicare eligibles and/or other populations to participate in managed care. If waivers are needed, ODJFS will require the selected actuary to perform cost-effectiveness calculations using CMS' format and guidelines, including developing the appropriate worksheets and participating in conference calls with CMS and ODJFS, as needed.

C. **Fiscal analysis**

ODJFS seeks to develop fiscally sound payment rates within the context of the State's overall budget. This will be accomplished through a consultative relationship with the selected vendor, who will assist the state with developing program decisions and payment updates meeting the goals of fiscal soundness and assuring access of beneficiaries to quality care. In addition to developing current period managed care rates, the selected vendor will work with ODJFS to develop rate trends with appropriate documentation and attestation to be used for future budget development and policy planning.

The state anticipates major changes over the next few years with the initiation of the ACA resulting in new groups and benefit packages being added to managed care and will expect the vendor to provide guidance on budgetary and financial systems and operations on an ongoing basis. The vendor will be expected to adjust the managed care capitation rates to reflect the ACA changes.

The selected vendor will be required to provide:

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

Timeframe – on-going

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

Time frame – on-going

D. Program review and audit

The selected vendor will be required to provide:

1. Performance of periodic audits of prompt pay requirement compliance for selected MCPs, under the supervision of contract managers. Approximately three onsite MCP audits will be required per year to meet this requirement.
2. Reviewing, monitoring and evaluation of each MCP's annual cost report for data consistency and reporting errors. The vendor must analyze the Incurred But Not Reported claims (IBNR) calculations; lag triangles; administrative costs; case management cost; medical claims cost; and, the overall expense ratio. The vendor shall review the cost reports with the MCPs and ODFJS to correct any errors and inconsistencies (Communication can be completed by conference call.);

Target completion timeframe: During each calendar year

3. Review of an annual financial comparison report based on cost report data and financial performance report data comparing all MCPs with each other and with a vendor developed average of all MCPs. The vendor should at a minimum analyze financial and medical management efficiency; MCP medical loss ratio; profitability and financial solvency; net worth per member; administrative expense ratio; overall expense ratio; and, liquidity indicators; and

Target completion timeframe: During each calendar year

4. Reviewing the current MCP independent auditor's "Agreed Upon Procedures" related to the annual cost reports and will provide recommendations to ODJFS for improving the audit reporting to make the information more useful for rate setting and for measuring the financial performance of the MCPs' line of business; and

Target completion timeframe: During each calendar year

5. Provide technical assistance related to reinsurance requirements and other financial standards set forth by the state in the MCP provider agreements (see Appendix J of the July 1 regional provider agreements). On-going financial policy review and revisions will be necessary to implement ABD and CFC managed care on a statewide basis

Target completion timeframe: During each calendar year

E. Information exchange

Efficient, effective and secure information exchange is paramount to the success of the ABD and CFC managed care projects. The following are some base level expectations for information exchange. The selected vendor will be required to:

1. Attend and participate in an initial project planning meeting. This will entail a face-to-face meeting in Columbus, Ohio lasting approximately a full business day. During this meeting, ODJFS and the selected vendor will collectively clarify expectations; review information from the most recent rate setting cycle; establish a time line for project completion including milestones; review and discuss the vendor's detailed outline of data required for both the calendar year 2012 rate setting and updates for the ABD risk scores;
2. Participate in on-going communication which shall consist of conference calls, e-mail interchange and web-based interface;
3. Establish and utilize a secure FTP site (or some other more efficient and effective mutually agreed upon mode of transmission) for the transmission of confidential data to and from ODJFS. ODJFS will provide the vendor with the following data: Annual FFS claims data and encounter data; master files such as Medicaid Provider File, MCP eligibility file and monthly enrollment; and the Recipient Master file. Additional information will be provided as agreed upon. Data requests will be derived from the ODJFS Decision Support System (DSS) and the new MITS BIAR system wherever possible. Data specifications, variables and an overview of DSS can be found in Section 2.4, Program Resource Library. Additional data requirements must be detailed by the vendor by day 20 of the contract. Note: The ODJFS is in the process of revamping its current MMIS systems and implementing a new MITS system. This could lead to structure and design changes of the data files currently shown in the Program Resource Library. The vendor is expected to be flexible and capable of adapting to the new system files.
4. Utilize data files that are dependent on data sources from the legacy MMIS and new MITS system that the ODJFS is in the process of implementing. The new MITS system will involve structural and design changes of the data files currently shown in the Program Resource Library. The vendor is expected to be flexible and capable of adapting to the new system files, as well as using both legacy system data and MITS data which may involve different data formats and data fields.

F. Technical assistance and support

The selected vendor will be required to:

1. The State is exploring various health care delivery system options for a portion of the Ohio Medicaid FFS and/or Managed Care program as an alternative to the current combination of managed care (about 74%) and FFS (about 26%) programs. Options include use of the ACOs, bundled payment systems based on an episode of care rather than a visit, health homes, and other models such as fully integrated care models (i.e. for duals who are eligible for Medicare and Medicaid including acute and long term care services). The State anticipates major policy changes over the next few years with the initiation of federal and state health care reform efforts, including the ACA resulting in new groups and benefit packages being added to FFS and/or managed care and will expect the vendor to adjust the capitation rates accordingly. The vendor will be expected to assist with the following:
 - (i). Analyze federal and state policies - provide technical support and analysis of Federal and State policy and programmatic changes, which may have an impact on utilization of services or on future capitation rates. The contractor will quantify the impact of proposed policy and legislative changes on existing capitation rates; those changes that can affect the total number of eligible consumers, the underlying risk of the capitated population, or the Medicaid benefits package, which may increase or decrease the average capitation rate.

The contractor may be required to develop and propose new capitation rates if these new groups of people become eligible for managed care and if a benefit package for certain populations changes. An example of a significant policy change is the health care reform (ACA). The vendor will be expected to assess the impact on Ohio's Medicaid managed care program and provide consultation on changes in capitation rates;

- (ii). Analyze issues about long term care/nursing facility care/ and waiver services; the State may request that the vendor analyze reimbursement methodologies for programmatic changes impacting long-term care and waivers as they relate to Ohio Medicaid managed care. The contractor would provide ODJFS with the methodology it uses to determine the cost impact and adjustments needed to the current MCP capitation rates;
- (iii). At the end of the contract period, work cooperatively with the State and any of their specified contracting organizations to develop and successfully implement a plan to transition all data, methodologies, documentation, and ongoing projects to the succeeding contracting organization, vendor, or firm;
- (iv). Have the ability to analyze issues about hospital services and reimbursements for these services: the State may request that the vendor analyze reimbursement methodologies for programmatic changes impacting hospital services and hospital reimbursement rates as they relate to Ohio Medicaid FFS/ managed care delivery systems. Specifically, these analyses may be focused on the entire hospital reimbursement or on any of the components of hospital reimbursements, analysis to support implementation of a new diagnostic related grouping product, and analyses related to alternative methodologies for reimbursing hospital services – eg. consideration and analysis of a prospective payment system for hospitals currently paid on a reasonable cost basis. The contractor would be expected to provide ODJFS with detailed information on the methodology and any data it uses for any analysis and the methodology used to determine the cost impacts and adjustments needed to the FFS program and MCO capitation rates, as a result of these policy evaluations; and
- (v). Have the ability to analyze issues about non-institutional provider services and reimbursements for these services: the State may request that the vendor analyze reimbursement methodologies for programmatic changes impacting non-institutional provider services and reimbursement rates and methods as they relate to Ohio Medicaid FFS/ managed care delivery systems. Specifically, these analyses may be focused on the entire reimbursement or on any of the components of non-institutional provider program reimbursements, analysis to support implementation of new fees/rates, and analyses related to alternative methodologies for reimbursing non-institutional services - e.g. Consideration and analysis of selective contracting, bundling of services, benefit changes, impact analysis on stakeholders (such as small business, townships), adherence to common sense business regulations, adherence to maintenance of effort (MOU) requirements. The contractor would be expected to provide ODJFS with detailed information on the methodology and any data it uses for any analysis and the methodology used to determine the cost impacts and adjustments needed to the FFS program and MCO capitation rates, as a result of these policy evaluations.

Estimated Schedule for Project Work

	SCHEDULE/DELIVERABLES DURING SFY 2012-SFY 2013	ENTITY(IES) ASSIGNED	DATE DUE
1.	Estimated contract start date.		July 2011
2.	Vendor participates in discussions with ODJFS to further describe and outline the project requirements and milestones.	ODJFS staff and Vendor	July 2011

3.	ODJFS supplies Medicaid Databases per mutual agreement. Vendor validates data for rate setting. ODJFS shares all health coverage/reimbursement policies with the vendor.	ODJFS staff and Vendor	July 2011
4.	Vendor provides specification for additional data to be provided by the state.	Vendor	July 2011
5.	Vendor does an in depth analysis of MCP encounter data, and FFS to identify inefficiencies with inpatient, ER, Pharmacy and other major categories of service.	Vendor	August 2011
6.	Vendor provides a draft data book to ODJFS for the CY 2012 rates.	Vendor	August 2011
7.	Vendor develops a feasible written draft of a rate methodology document for MCPs and recommends illustrative rates for the CFC and ABD population.	Vendor	August 2011
8.	ODJFS and MCPs provide feedback regarding the draft data book and methodology.	ODJFS staff & MCPs	September 2011
9.	Vendor presents proposed methodology updates for CFC and ABD eligibles to MCPs as requested by ODJFS.	Vendor	September 2011
10.	Vendor works with ODJFS to prepare responses to MCP comments/questions/suggestions throughout the MCP rate setting/negotiation process.	Vendor & ODJFS	September 2011
11.	Vendor submits the final CY 2012 CFC and ABD base rates, including certification for the rates for CMS, and conducts a presentation to the plans at a public meeting in Columbus.	Vendor	October 2011
12.	Vendor reviews the current ABD risk scores and requests data to update the risk scores for the period January 2012 to June 2012, and for July 2012 to December 2012 using the CDPS model. This task will include the development of Individual Acuity Factors, the MCP Case Mixes and the MCP Result Summary Reports, and MCP Prevalence Reports using the most recent data from the state. Task will be done semiannually, due in December and June.	Vendor & ODJFS	December 2011 and June 2012
13.	Start the initial CFC and ABD base rate development process for CY 2013. This task will be performed annually. Steps are similar as in the 2012 rate development cycle...	Vendor and ODJFS	February 2012
14.	As requested by ODJFS, develop and finalize managed care waiver cost-effectiveness calculations for CMS review and approval in accordance with federal specifications.	Vendor and ODJFS	To be scheduled during CY 2011
15.	Vendor performs audit of compliance with ODJFS prompt pay requirements for selected managed care plans (limited to an audit of four plans a year).	Vendor	To be scheduled during CY 2011
16.	Review MCP's annual cost reports/ have discussions with individual MCPs and ODJFS on an as needed basis. Provide recommendations to improve reporting of financial data in the cost reports.	Vendor & ODJFS & MCPs	To be scheduled during CY 2011
17.	Review annual MCP financial performance comparison report.	Vendor	To be scheduled during CY 2011
18.	Ongoing review of MCP's reinsurance requirements and all other financial standards.	Vendor	To be scheduled during CY 2011
19.	Vendor provides consultation and ongoing technical support in all other aspects of managed care program operations, OHP's budget initiatives, ACA impact analysis, rate setting as requested by ODJFS, not to exceed 1200 hours (see 4.3F).	Vendor & ODJFS	To be scheduled during CY 2011

4.4 Selected Vendor Compensation Structure

Vendors are to propose their compensation rates using the Cost Proposal Form provided as Attachment D 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:

- **Eight (8)** paper copies (**one signed original** and **seven (7)** 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. on **April 18, 2011**. Faxes or e-mailed submissions will not be accepted. **Proposals must be addressed to:**

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

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

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

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

Along with the Technical proposal, the vendor must submit the Cost Proposal in a separate, sealed envelope/package labeled: **"NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR ACTUARIAL SERVICES, RFP: JFSR-1213-07-8006 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. **Proposals submitted late by a paid professional courier shall not be accepted either.** ODJFS is not responsible for proposals incorrectly addressed or for proposals delivered to any ODJFS location other than the address specified above. No confirmation of mailed proposals can be provided.

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

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

5.2 Format for Organization of the Proposal

A. Overall Proposal Organization

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

The vendor's Technical Proposal must contain the following components (organized in five (5) primary tabs and divided into sub-tabs) as described below. Any other information thought to be relevant, but not applicable to a specific RFP section number/letter must be provided as an appendix to the proposal and so marked as an additional tab. ODJFS reserves the right not to review submitted appendices which includes information/materials not required in the RFP. All pages beyond Tab 1 shall be sequentially numbered.

Vendors must organize their Technical Proposals in the following order:

Tab 1 Required Vendor Information and Certifications Document

Tab 2 Vendor Experience & Qualifications

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

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

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

Tab 3 Scope of Work and Specifications of Deliverables**Sub-Tab 3a.** Deliverable A**Sub-Tab 3b.** Deliverable B**Sub-Tab 3c.** Deliverable C**Sub-Tab 3d.** Deliverable D**Sub-Tab 3e.** Deliverable E**Sub-Tab 3f.** *(Continue as needed to address each of the deliverables)***Tab 4** Administrative Structures—Proposed Work Plan**Tab 5** Vendor Attachments or Appendices *(for example, for any required excerpts/samples of work products described in RFP)*

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

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

B. Technical Proposal Details

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

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

**1. (Tab 1)
Required Vendor Information & Certifications**

In this section, the vendor is required to provide required information and certifications of eligibility for state contract awards, as described in **Attachment A.** to this RFP, entitled "Required Vendor Information & Certifications Document." Vendors may, at their discretion, either print **Attachment A.**, complete and sign it (in blue ink), and return it as the content of their Proposal Tab 1; or they may provide all the required information and

certifications (each fully re-stated from **Attachment A.**) on their own letterhead, properly signed (in blue ink), and use that document as the content of their Proposal Tab 1. Vendors who fail to provide all information and certifications as described in **Attachment A.** in their Proposal Tab 1 risk disqualification.

The signed original of the **RFP Attachment A** is 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)
Scope of Work & Specifications of Deliverables**

This section should describe in detail how the vendor proposes to perform each tasks of the scope of work identified in Sections 4.1, Scope of Work and in Section 4.3, Specifications of Deliverables, of this RFP. The responses must address each element separately. Vendors should place their responses for each Deliverable identified in Section 4.4 behind separate sub-tabs as described above.

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

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

5. (Tab 5)
Vendor Attachments or Appendices

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

C. Cost Proposal

Three (one signed original and two copies) of the Cost Proposal must be submitted in a separate, sealed envelope, and labeled: **“NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR ACTUARIAL SERVICES, RFP: JFSR-1213-07-8006 SUBMITTED BY [VENDOR’S NAME HERE].”**

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

Vendors are to complete the Cost Proposal Form, provided as **Attachment D**, to this RFP according to instructions, sign it, and submit it fully completed as the separate sealed cost proposal. The Cost Proposal Form requires interested vendors to provide a group of individual prices for those services defined in Section 4.3, Specifications of Deliverables. Vendors are to use their professional comprehension of the effort required to perform those services and to offer to ODJFS its flat, all-inclusive fee for performing each. The prices offered in the vendor’s Cost Proposal will be the prices in effect throughout the contract period, including any renewal contracts, as described in Section 1.5, Time Frames & Funding Source, of this RFP.

Vendors are to use the format in **Attachment D, Cost Proposal Form**, to submit their cost proposal for SFYs 12, 13 (etc.) At the vendor’s discretion, additional documentation may also be included with the completed **Attachment D**, as explanatory information, but when making the vendor selections and when executing the contract, ODJFS will consider only the dollar amounts displayed on the Cost Proposal Form.

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

D. IMPORTANT –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/RLB) found anywhere in a vendor's proposal shall result in immediate disqualification of that vendor's proposal.
- Any sensitive personal information on vendor *or* sub-contract staff (e.g., social security numbers, addresses) must be omitted from vendor proposals, or rendered fully unreadable, or ODJFS may at its option disqualify the vendor from any consideration.

SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

6.1 Scoring of Proposals

ODJFS will contract with a vendor that best demonstrates the ability to meet requirements as specified in this RFP. Vendors submitting a response will be evaluated based on the capacity and experience demonstrated in their Technical and Cost Proposal. All proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from ODJFS, Office of Managed Care Rate Setting/Fiscal Analysis (RSFA), *Ohio Health Plans*, 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, and lack of proofreading and unnecessary use of self-promotional claims will be evaluated accordingly. PRT members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and contractor selection process.

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

A. Phase I. Review—Initial Qualifying Criteria:

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

1. Was the proposal received by the deadline as specified in Sections 1.5 and 5.1?
2. Did the vendor submit eight (8) paper copies and one electronic copy of their Technical Proposal, as well as their Cost Proposal (in a separate sealed envelope labeled: **“NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR ACTUARIAL SERVICES, RFP: JFSR-1213-07-8006 SUBMITTED BY [VENDOR’S NAME HERE].”**)?

3. Does the vendor's proposal include all required affirmative statements and certifications, signed by the vendor's responsible representative, as described in **Attachment A** to the RFP?
4. According to those certifications, does the vendor affirmatively indicate that it is not on the federal debarment list; that there are no unfair labor findings against it; and it is not in violation of ORC Section 9.24, and therefore may enter into a contract with ODJFS?
5. Does ODJFS' review of the Auditor of State website verify that the vendor is not excluded from contracting with ODJFS by ORC Section 9.24 for an unresolved finding for recovery (*i.e.*, the proposal of any vendor whose name appears on the Auditor's website as having an unresolved finding for recovery will be eliminated from further consideration.)?
6. (Any other RFP-specific mandatory requirements?)

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

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

A maximum of **1488** points will be awarded for the Technical Proposal. A technical proposal must achieve a total of at least **1132** points (a score which represents that the vendor can successfully perform the resulting contractual duties) out of the possible **1488** points to qualify for continued consideration. Any proposal which does not meet the minimum required technical proposal points will be disqualified from any further consideration and its cost proposal will neither be opened nor considered. **Please refer to Attachment C, Technical Proposal Score Sheet for maximum and minimum allowable scoring thresholds and definitions of scoring values.**

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

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

For those technically qualified vendors with an Ohio presence, their final technical score will be the sum of the score they earned according to the Phase II review described. That sum will be used for those vendors in Phase III, as described below.

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

The Cost Proposal will be reviewed by ODJFS. The grand total of each technically qualified vendor's Cost Proposal is divided by that vendor's final Technical Proposal score. This compares the cost with the quality of the Technical Proposal, which will provide an average cost-per-quality point earned on the Technical Proposal.

If the cost proposals of all technically qualifying vendors (as determined by the scoring process described in this section and by the Technical Proposal Score Sheet, **Attachment C.** to this RFP)

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

6.2 Review Process Caveats

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

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

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

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

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

6.3 Final Vendor Recommendation

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

6.4 Tie Breaker

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

SECTION VII. PROTEST PROCEDURE

7.1 Protests

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

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

- B. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Legal & Acquisition Services, within the following periods:
 - 1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. the closing date for receipt of proposals, as specified in Section 2.1, Anticipated Procurement Timetable, of this RFP.
 - 2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of the eighth (8th) calendar day after the issuance of formal letters sent to all responding vendors regarding the State's intent to make the award. The date on these ODJFS letters to responding vendors is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.

- C. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by ODJFS' Office of Legal & Acquisition Services after the time periods set forth in Item B. of this section.

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

Chief Legal Counsel
 ODJFS Office of Legal & Acquisition Services
 30 East Broad Street, 31st Floor
 Columbus, Ohio 43215-0423

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

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

7.2 Caveats

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

SECTION VIII. CONDITIONS AND OTHER REQUIREMENTS

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

8.1 State Contracts

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

8.2 Interview

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

8.3 Start Work Date

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

8.4 Proposal Costs

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

8.5 Trade Secrets Prohibition; Public Information Disclaimer

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

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

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

8.6 Contractual Requirements

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

8.7 Travel Reimbursement

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

8.8 Minority Business Enterprise

ODJFS is required by Section 125.081(B) and 123.151 of the ORC to award fifteen percent (15%) of its total procurements to vendors certified as Minority Business Enterprises (MBE). Ohio certified MBE is defined in ORC

Section 122.71. If the proposal is not submitted by a certified MBE, the vendor is strongly encouraged to subcontract a minimum of fifteen percent (15%) of the total contract price to an Ohio certified MBE.

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

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

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

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

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

8.9 Subcontractor Identification and Participation Information

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

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

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

8.10 Public Release of Records

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

8.11 Confidentiality

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

8.12 Key Personnel

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

8.13 Ethical & Conflict of Interest Requirements

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

8.14 Health Insurance Portability & Accessibility Act (HIPAA) Requirements

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

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

8.15 Waiver of Minor Proposal Errors

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

8.16 Proposal Clarifications

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

8.17 Contractual Requirements and Prevailing Wage Requirements

Any contract resulting from the issuance of this solicitation is subject to the terms and conditions as provided in the model contract, which is provided as **Attachment B.** 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 A**, 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 or via e-mail to 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.

Vendors that can demonstrate in their proposals that they either currently have a physical presence in Ohio or have concrete plans for establishing a physical presence will be given additional scoring consideration. In order to be acknowledged as a vendor with an Ohio presence, vendors must comply with instructions provided in this RFP, Section 5.2, Format for Organization of the Proposal, and provide information on the nature of the work and the number and type of vendor personnel at the Ohio location. Details of how an Ohio presence will be considered in the proposal scoring process are provided in Section 6.1, Scoring of Proposals.

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.**
- B. ODJFS Model Contract** *(For vendor reference purposes)*
- C. Technical Proposal Score Sheet** *(For vendor self-evaluation purposes...do not submit)*
- D. Cost Proposal Form** *(Most RFPs need a Cost Prop Form, but this reference should be deleted for those that do not.) (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 consists of 3 distinct and different sections. All sections must be completed and included in Tab 1 of the proposal.

Section 1 – Required Vendor Information

Section 2 - Location of Business Form

Section 3 – Declaration Regarding Material Assistance

Attachment A

REQUIRED VENDOR INFORMATION and CERTIFICATIONS

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

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

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

Vendors must provide all information

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

9. Mandatory Vendor Certifications:

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

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

AND

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

AND

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

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

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

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

Nationwide:

Ohio Offices:

Total Number of Employees: _____

% of those who are Women: _____

% of those who are Minorities: _____

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

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

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

Subcontractor Name: _____

Address: _____

Work To Be _____

Performed: _____

(a brief description) _____

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

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

Nationwide:

Ohio Offices:

Total Number of Employees: _____

% of those who are Women: _____

% of those who are Minorities: _____

C. Identify all state contracts which the vendor has had approved by the Controlling Board since the beginning of the last fiscal year (i.e., since July 01, 2004) through this fiscal year to date. Also include contracts approved for ODJFS or institutions of higher education:

Total number of contracts: _____

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

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

Attach additional pages if needed

12. Vendor and Grantee Ethics Certification

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

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

Signature of authorized agent

Date

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

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

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

Attachment A.

Location of Business Form

Pursuant to Governor's Executive Order 2010-09S (www.governor.ohio.gov), no public funds shall be spent on services provided offshore. This form serves as a certification of compliance with this policy and required disclosures. Please answer the following questions about the project or service you are seeking to perform for or the funding for which you are applying from the Ohio Department of Job and Family Services:

- 1. Provide the location(s) from which all the work related to this project will be performed, including any subcontract work, if different from the location of principal place of business.**

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

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

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

Signature

Date

Entity Name

Address (Principal place of business)

Printed name of individual authorized
to sign on behalf of entity

City, State, Zip



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

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

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

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

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

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

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

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

DECLARATION

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

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

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

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

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

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

CERTIFICATION

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

X

Signature

Date

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

C-00-00-0000

RECITALS:

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

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

ARTICLE I. PURPOSE; DELIVERABLES

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

INSERT DELIVERABLES

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

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

ARTICLE II. EFFECTIVE DATE OF THE CONTRACT

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

ARTICLE III. COMPENSATION

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

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

ARTICLE IV. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

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

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

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

ARTICLE V. NOTICES

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

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

ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION

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

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

ARTICLE VII. AMENDMENT AND ASSIGNMENT

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

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

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

ARTICLE VIII. CONTRACTOR CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

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

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

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

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

5. **Lobbying Restrictions.**

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

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

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

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

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

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

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

ARTICLE IX. MISCELLANEOUS PROVISIONS

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

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

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

ARTICLE X. CONSTRUCTION

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

Signature Page Follows:

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

SIGNATURE PAGE

C-00-00-0000

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

Vendor Name

Ohio Department of Job and Family Services

Authorized Signature (Blue Ink Please)

Douglas E. Lumpkin, Director

Printed Name

Date

Date

Address

Address

City, State, Zip

City, State, Zip

Draft

ATTACHMENT C
Technical Proposal Score Sheet
RFP: R-1213-07-8006

PHASE I: Initial Qualifying Criteria

Vendor/Applicant Name: _____

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

ITEM #	PROPOSAL ACCEPTANCE CRITERIA	RFP Sec. Reference	YES	NO
1	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 Attachment A to the RFP and has been verified by ODJFS that the vendor does not have any findings against them.	5.2, B., 1. 8.18 / 8.19 8.20 / 8.23		
4	Does the key staff possess certification by the American Academy of Actuaries and the Actuarial Standards Board. Vendors must include copies of the required certifications of these standards for each key staff person in their proposals; and,	3.1, A		
5	Has the vendor assigned a Lead Actuary to the project who meets the qualification standards established by the American Academy of Actuaries to be a Member of the American Academy of Actuaries for the previous five years; and who has at least five (5) years experience in providing actuarial certification of Medicaid capitation payment rates to the CMS for large Medicaid agencies. The vendors must supply documentation of actuarial certification and dates when staff achieved actuarial qualification. Acceptable documentation includes copies of letters or certificates from the Society of Actuaries verifying that the Lead Actuary is an Associate of the Society of Actuaries (ASA) or a Fellow of the Society of Actuaries (FSA); and,	3.1, B		
6	Does the vendor have at least five (5) years consulting experience in developing rates for full-risk Medicaid managed care programs for at least 3 large comparable Medicaid state agencies.. Out of the five (5) years, the vendor must have at least three (3) years experience in developing and certifying full-risk managed care rates for the Aged, Blind and Disabled (ABD) population for at least three (3) large Medicaid agencies. The vendor must describe and document applicable experience which clearly indicates the dates of the consultation engagements, names of the states and tasks performed; and,	3.1, C		
7	Does the vendor have the ability to analytically process large data sets from ODJFS on a timely basis, so as to allow all other tasks to be completed on schedule (See http://jfs.ohio.gov/OHP/bmhc/PRL.stm for a description of ODJFS data files). The vendor must provide written assurance to ODJFS that it has adequate ability to process and analyze large data sets, representing at least two million covered lives or about ten million monthly transactions.	3.1, D		
8	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		
9	Did the vendor <u>remove all personal confidential information (such as home addresses and social security numbers) of vendor staff and/or of any subcontractor and subcontractor staff</u> from resumes or any other part of the proposal package?			

PHASE II: Criteria for Scoring of Technical Proposal

Qualifying technical proposals will be collectively scored by a Proposal Review Team (PRT) appointed by ODJFS, Office of Ohio Health Plans. 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 **1132** points (a score which represents that the selected vendor has the capability to successfully perform the project/program services) out of a maximum of **1488** 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
REQ. VENDOR INFO. & CERTIFICATIONS								
1	The vendor has included, properly completed and signed, the Required Vendor Information & Certifications as specified in the RFP.	5.2, B. 1	1					
VENDOR QUALIFICATIONS								
MANDATORY QUALIFICATIONS								
2	The vendor has demonstrated that the key staff possesses certification by the American Academy of Actuaries and the Actuarial Standards Board. Vendors must include copies of the required certifications of these standards for each key staff person in their proposals; and,	3.1, A.	4					
3	The vendor has demonstrated that the Lead Actuary to the project who meets the qualification standards established by the American Academy of Actuaries to be a Member of the American Academy of Actuaries for the previous five years; and who has at least five (5) years experience in providing actuarial certification of Medicaid capitation payment rates to the CMS for large Medicaid agencies. The vendors must supply documentation of actuarial certification and dates when staff achieved actuarial qualification. Acceptable documentation includes copies of letters or certificates from the Society of Actuaries verifying that the Lead Actuary is an Associate of the Society of Actuaries (ASA) or a Fellow of the Society of Actuaries (FSA); and,	3.1, B.	6					
4	The vendor has demonstrated at least five (5) years consulting experience in developing rates for full-risk Medicaid managed care programs for at least 3 large Medicaid state agencies.. Out of the five (5) years, the vendor must have at least three (3) years experience in developing and certifying full-risk managed care rates for the Aged, Blind and Disabled (ABD) population for at least three (3) large Medicaid agencies. The vendor must describe and document applicable experience which clearly indicates the dates of the consultation engagements, names of the states and tasks performed; and,	3.1, C.	6					
5	The vendor has demonstrated the ability to analytically process large data sets from ODJFS on a timely basis, so as to allow all other tasks to be completed on schedule (See http://jfs.ohio.gov/OHP/bmhc/PRL.stm for a description of ODJFS data files). The vendor must provide written assurance to ODJFS that it has adequate ability to process and analyze large data sets, representing at least two million covered lives or about ten million monthly transactions.	3.1, D.	6					
ORG. EXPERIENCE & CAPABILITIES								
6	The vendor has demonstrated the total number of years the vendor (not staff) has had working with state Medicaid agencies developing and certifying managed care rates for the states. Separate the total number of corporate years from the total number of staff years;	3.2, A.	6					
7	The vendor has included a current organizational chart which specifies the key management, technical and administrative support personnel who would be assigned to this project. Include an analysis of the vendor’s total work force by level;	3.2, B.	3					
8	The vendor has demonstrated the number of executive and professional personnel, management analysts, programmers, consultants, etc., who will be employed in the work. Vendors are to identify where these personnel will be physically located during the time they are engaged in the work;	3.2, C.	3					
9	The vendor has demonstrated the percentage of time each key management personnel will devote to the project;	3.2, D.	3					
10	The vendor has given a brief description of the organization’s history and current operations in Ohio and the United States;	3.2, E.	5					

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Extension
11	<p>A narrative summary describing at least two (2), but no more than four (4), similar sized projects completed in the past five (5) years demonstrating expertise in developing Medicaid managed care rates and providing the certifications and documentation necessary for CMS approval. The summary should discuss the vendor's experience in setting rates for children with special health care needs, children and adults with chronic diseases and co-morbid conditions including mental health and behavioral conditions, for aged blind and disabled population, for the population dually eligible for Medicaid and Medicare programs, and experience with rate development for full risk managed care programs that include acute and long term (nursing home and /or waiver services) care services, and risk adjustment methodologies. Each project should be described in no more than two to three pages;</p> <p>A description of the company's experience in assisting States in the development of new and/or existing Medicaid capitation programs for the following types of Medicaid recipients and specify the experience of the staff you are proposing to assign for each activity as listed in the RFP.</p>	3.2, F. 3.2, G.	6					
12	<p>The vendor has included a description of the vendor's experience in validating large data sets, representing at least two million covered lives or ten million monthly transactions for rate setting, developing adjustments for selection and case mix, health coverage policies with certain carved out services, inflation factors, Third Party Liabilities, geographic locations, and chronic diseases;</p>	3.2, H.	5					
13	<p>The vendor has, for the deliverables identified in Section 4.4, identified as succinctly as possible: (a) the length of the experience; (b) the work undertaken; and (c) the deliverables produced. For this purpose, tasks can be grouped together by the vendor for ease of reporting their experience. Specify whether or not all deliverables described in the contract's scope of services were produced and provide a contact person (name, email address and phone number of the contact) who has the knowledge of the work performed for that respective state;</p>	3.2, I.	6					
14	<p>The vendor has included an example of a data book the vendor has prepared for any state's Medicaid programs;</p>	3.2, J.	2					
15	<p>The vendor has included a description of vendor's experience in conducting operational compliance audits. The description should include: audits of cost reports; prompt pay audits; on-site audits to identify inefficiencies in major service categories (e.g. inpatient services, emergency services, pharmacy etc.); audits of other financial compliance; and reporting of results;</p>	3.2, K.	5					
16	<p>The vendor has included names and contact information for at least three (3) states for which they have performed similar large scale projects in the past five (5) years. The professional title of the reference, telephone number and a brief description of the type of services provided must also be included; and</p>	3.2, L.	4					
17	<p>The vendor has included a statement that key management personnel assigned to the project will not be reassigned by the vendor without prior notification to ODJFS Replacement personnel offered for ODJFS approval must have equal skill, training, and experience. ODJFS must provide written pre-approval of any replacement staff.</p>	3.2, M.	3					
18	<p>The vendor has demonstrated having adequate information technology capacity to receive, manipulate, and analyze Medicaid claims, encounters, eligibility, enrollment, demographics for a population of over two million eligibles per year or ten million monthly transactions for multiple years. As outlined in the RFP.</p>	3.2, N.	5					
19	<p>The vendor has demonstrated having adequate information technology capacity (in processing data for at least two million covered lives per year or ten million monthly transactions) to communicate electronically with ODJFS and the health plans while meeting HIPAA security standards, As outlined in the RFP.</p>	3.2, O.	5					
20	<p>The vendor has demonstrated having adequate Web-based conferencing capacity to enable presentations and feedback to the health plans for the deliverables in the resulting contract.</p>	3.2, P.	3					

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Extension
STAFF EXPERIENCE & CAPABILITIES								
21	The vendor has identified by position and by name, those staff they consider key to the project's success. The proposal should provide resumes and /or curriculum vitae for key actuarial staff that will assist on the project, in addition to the lead actuary, who also meet the membership standards of the American Academy of Actuaries. Vendors shall also include: documentation of actuarial certification and dates when staff achieved actuarial qualification; education and experience in conducting this type of project; relevant aspects of the projects with which each of the key personnel have been involved; and attachments of previous work by each of the key management personnel which is the best representation of their capability;	3.3, A.	5					
22	The vendor has assigned a Data Manager, experienced in analysis, processing, and security of large health care data sets (need not be a qualified actuary) to the project. The Data Manager will be responsible for all data manipulation, summarization and analysis. For example, experience is needed with summarizing raw data by time period, region, age, sex, diagnosis, aid category service category, place of service, provider type and disease status. Further, specific experience with risk adjustment techniques and the employment of risk scores using models such as the CDPS are necessary for project completion. The vendor should document the proposed Data Manager's education, experience, and skills in these areas demonstrating at least 3 years of experience; and	3.3, B.	5					
23	The vendor has assigned a Project Manager who will be responsible for the logistics of transmitting data and project deliverables and communication with parties for the entire project. The project manger should have at least five (5) years experience with projects of similar size and complexity.	3.3, C.	5					
SPECIFICATIONS OF DELIVERABLES								
	The vendor has fully addressed each item listed below as described in the RFP Section 4.3 Specification of Deliverables. Please see this section of the RFP for a full description of each criteria listed.							
24	Evaluation and maintenance of the current program (CY 2011)	4.3, A.	5					
25	Rate-setting (CY 2012)	4.3, B.	6					
26	Fiscal analysis	4.3, C.	6					
27	Program review and audit	4.3, D.	5					
28	Information exchange	4.3, E.	6					
29	Technical assistance and support	4.3, F.	6					
ADMIN. STRUCTURES—PROPOSED WORK PLAN								
30	The vendor has provided a technical approach and work plan to be implemented. The vendor must be prepared to adhere to the schedule outlined in Section 4.4 of this RFP. These dates are tentative and subject to change based on discussions with the vendor;	4.2, A.	5					
31	The vendor has provided a status reporting procedure for reporting work completed, and resolution of unanticipated problems; and	4.2, B.	4					
32	The vendor has included a Table of Organization (including any subcontractors) and a chart showing the number of hours devoted to the project by vendor's personnel or sub-contractor staff. Additionally, the vendor must provide the percentage of time each key management person will devote to the project.	4.2, C.	4					
TRADE SECRET INFORMATION								
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		
Column Subtotal of "Partially Meets" points								
Column Subtotal of "Meets" points								
Column Subtotal of "Exceeds" points								
TOTAL SCORE:								

Based upon the Total Technical Score earned, does the vendor's proposal proceed to the Phase III evaluation of its Cost Proposal? (Vendor's Grand Total Technical Score must be at least 1132 points.)

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

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Part II. Project Budget Summary

Deliverable & Sub-Tasks Sec. 4.3	SFY 2012	SFY 2013	SFY 2014	SFY 2015	Total Deliverable Cost for All SFYs
A. 1.	\$	\$	\$	\$	\$
A. 2.	\$	\$	\$	\$	\$
A. 3.	\$	\$	\$	\$	\$
B. 1.	\$	\$	\$	\$	\$
B. 2.	\$	\$	\$	\$	\$
B. 3.	\$	\$	\$	\$	\$
B. 4.	\$	\$	\$	\$	\$
B. 5.	\$	\$	\$	\$	\$
B. 6.	\$	\$	\$	\$	\$
B. 7.	\$	\$	\$	\$	\$
B. 8.	\$	\$	\$	\$	\$
B. 9.	\$	\$	\$	\$	\$
C. 1.	\$	\$	\$	\$	\$
C. 2.	\$	\$	\$	\$	\$
D. 1.	\$	\$	\$	\$	\$
D. 2.	\$	\$	\$	\$	\$
D. 3.	\$	\$	\$	\$	\$
D. 4.	\$	\$	\$	\$	\$
D. 5.	\$	\$	\$	\$	\$
E. 1.	\$	\$	\$	\$	\$
E. 2.	\$	\$	\$	\$	\$
E. 3.	\$	\$	\$	\$	\$
E. 4.	\$	\$	\$	\$	\$
F. 1 i.	\$	\$	\$	\$	\$
F. 1. ii.	\$	\$	\$	\$	\$
F. 1. iii.	\$	\$	\$	\$	\$
F. 1. iv.	\$	\$	\$	\$	\$
F. 1. v.	\$	\$	\$	\$	\$
SFY 12 Grand Total	\$				
SFY 13 Grand Total		\$			
SFY 14 Grand Total			\$		
SFY 15 Grand Total				\$	
Project Grand Total					\$

ATTACHMENT D:
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Part III—Budget Narrative

Vendors have the option of attaching a succinct budget narrative to explain and justify costs, and to submit it as part of the Cost Proposal. A Budget Narrative may be advisable to explain any costs which the vendor has chosen to combine, to explain how hourly rates were achieved, or to make the connections between costs and the technical proposal.