

Bob Taft
Governor

Tom Hayes
Director



30 East Broad Street • Columbus, Ohio 43215-3414
<http://jfs.ohio.gov>

May 14, 2004

Dear Potential Vendors:

This letter is to announce the re-release of the Ohio Department of Job and Family Services (ODJFS) Request for Proposals (RFP) for the Ohio's Best Rx Program Administrator Services, RFP# R-05-17-1192. This new program is required by Am. Sub. H.B. No. 311, and will make it possible for low income and elderly Ohioans to purchase prescription drugs at discounted prices. ODJFS seeks proposals from vendors with an existing pharmacy point-of-sale (POS) system that can be modified to meet the requirements of Am. Sub. H.B. 311, and who are qualified to perform the eligibility determination, automated pharmacy claims processing and adjudication services detailed in this RFP. Interested vendors must also provide mail order pharmacy dispensing services, either individually or through its partnership with an experienced entity. The vendor selected through this RFP process will be referred to as the "Ohio's Best Rx Program Administrator."

This ODJFS RFP is made available to all interested, qualified vendors through the website managed by the Ohio Department of Administrative Services (DAS) for State of Ohio procurements. If you are interested in submitting a proposal to ODJFS for this important project, please obtain the RFP through the following Internet process:

- * **Access the State Procurement web site at <http://procure.ohio.gov/proc/> ;**
- * **From the Navigation Bar on the left, select "Find it Fast;"**
- * **Select "Doc/Bid/Schedule #" as the Type;**
- * **Enter the RFP Number *JFS-R05-17-1192*; and**
- * **Click the "Find it Fast" button.**

Responses must be prepared and submitted in strict accordance with the requirements and time frames given in the RFP.

Thank you for your interest in this important new program, and for your attention to this request.

Sincerely,

(Signature on file)

Thomas J. Hayes
Director

REQUEST FOR PROPOSALS

Ohio's Best Rx Program Administrator

RFP # R-05-17-1192

Issued By:

Ohio Department of Job and Family Services

**Office of Contracts and Acquisitions
30 East Broad Street, 31st Floor
Columbus, Ohio 43215-3414**

(May 14, 2004)

REQUEST FOR PROPOSALS (RFP):

Ohio's Best Rx Program Administrator
RFP#: R-05-17-1922

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ODJFS REQUEST FOR PROPOSALS (RFP):

Ohio's Best Rx Program Administrator **RFP#: R-05-17-1192**

SECTION I. GENERAL PURPOSE & VENDOR INFORMATION

1.1 Purpose

To address concerns over the high cost of prescription drugs for those without prescription drug coverage, a coalition led by the Ohio American Federation of Labor – Congress of Industrial Organizations (AFL-CIO), the American Association of Retired Persons of Ohio (AARP-Ohio), and the Pharmaceutical Research and Manufacturers of America (PhRMA) (collectively the “Coalition”) created a framework of general agreement that was presented to the Ohio General Assembly as a landmark solution to the problem. Presented with this opportunity, the 125th Ohio General Assembly passed Amended Substitute House Bill 311 (Am. Sub. H.B. 311), which the Governor signed into law on December 18, 2003. At its most general level, the statute provides prescription drugs at discounted prices to Ohioans having no prescription drug insurance coverage in one of two categories: those whose income does not exceed 250% of the federal poverty guidelines or those who are age 60 and over.

Known as “Ohio’s Best Rx Program” (“Best Rx” or “the Program”), Am. Sub. H.B. 311 designates the Ohio Department of Job and Family Services (ODJFS) to administer the Program. The design of Best Rx establishes procedures that determine the base line, discounted price for each drug; allows pharmaceutical manufacturers to enter into voluntary rebate agreements with ODJFS; and passes through to the consumer almost the entire rebate amount at the time of prescription purchase.

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Proposals (RFP) for the purpose of identifying a vendor providing an existing pharmacy point-of-sale system that can be modified to meet the requirements of Am. Sub. H.B. 311, and having the ability, resources and experience to perform the eligibility determination, automated pharmacy claims processing and adjudication services detailed in this RFP. ODJFS is seeking vendors that are existing pharmacy point-of-sale (“POS”) service providers and that provide or will partner with an experienced entity to provide mail order pharmacy dispensing services. The vendor selected through this RFP will be referred to as the “Ohio’s Best Rx Program Administrator” (or “Administrator” in this RFP).

1.2 Issuing Office

This RFP is released by and the subsequent contract will be with ODJFS pursuant to the authority granted to ODJFS in Ohio Revised Code (R.C.) sections 5110.10 and 5110.11. The ODJFS Office of Family Stability, which will administer the contract, is responsible for state level supervision of the Administrator in order to ensure the efficient and effective administration of all facets of the Best Rx Program.

The contract expected to result from this RFP process will be an agreement between ODJFS and the selected vendor. The Ohio Department of Administrative Services’ (DAS) involvement is limited to providing support by publishing this RFP and its related documents on the State of Ohio procurement opportunities website, which DAS manages. This consolidated website is intended to provide vendors of all types with the

convenience of a single website from which to search all procurement opportunities offered by any State of Ohio governmental agency.

DAS is not involved in the development of this RFP, the receipt of vendor responses/proposals, the evaluation of those proposals, vendor selection, or in the development or execution of the contract. If interested vendors have a need to communicate regarding this RFP, they must contact **ODJFS** using one of the mechanisms provided for in **Sections 1.7, Internet Question and Answer Period/RFP Clarification Opportunity**, or **1.9, Communications Prohibited**, of this RFP. Vendor proposals must be submitted to ODJFS in strict accordance with proposal submission instructions provided in **Section 4.1, Proposal Submission**. Vendors are cautioned that communication attempts which do not comply with these instructions will not receive a response, and that ODJFS will not consider any proposals submitted to any address other than the one provided in Section 4.1 of this RFP.

1.3 Background

On December 18, 2003, Governor Taft signed into law Am. Sub. H.B. 311 creating the discount prescription drug program known as Ohio's Best Rx Program. The requirements and authority for this program are primarily found in Chapter 5110 of the Ohio Revised Code and may be found by accessing Am. Sub. H.B. 311 as passed at the following website: http://www.legislature.state.oh.us/bills.cfm?ID=125_HB_311. This website contains much useful information including analysis of the Bill, fiscal estimates, *etc.*

The statute provides that ODJFS shall administer this Program. Pursuant to the authority granted in Am. Sub. H.B. 311, ODJFS is contracting out the significant aspects of the administration of the program including, but not limited to, outreach, eligibility determination, card generation and distribution, pharmacy network management, claims adjudication, pharmacy payment, rebate invoicing and account management, and mail order pharmacy components of the program.

1.4 Overview of the Project

When developing its proposal, a vendor should be cognizant of the parameters of Best Rx established by Am. Sub. H.B. 311. The following is an overview of those parameters as understood by ODJFS. ODJFS has tried to accurately condense the statute into this overview. However, any conflicts between this overview and the statute will be decided in favor of the statutes enacted or amended by Am. Sub. H.B. 311.

Although ODJFS is not limiting this RFP to responses only from pharmacy benefits managers (PBM), traditional PBMs are likely to be interested in this opportunity. It is therefore important to note that there are several significant ways in which the performance of the selected Administrator pursuant to this RFP will differ from the usual responsibilities and business practices of a PBM.

Recruitment and Eligibility Determination

One difference from usual PBM responsibilities is that the Administrator will have a significant role in the promotion of Best Rx in order to solicit applications from potentially eligible Ohioans and then conduct the eligibility screening and determination for the applications received. The application will be simple, will require self-attestation of certain eligibility criteria, and will not require attached proof or substantial verification on the part of the Administrator. However, because the population eligible for Best Rx is not specifically covered by an existing ODJFS program, ODJFS is unable to accurately estimate at this time the number of eligible Ohioans, the number of applicants, or the number of ultimate participants.

Prices

A second difference from usual PBM responsibilities is that the Administrator will have no involvement in establishing the baseline price or pricing formula per drug that will be used in delivering discounted prescription drugs to Best Rx participants. The anticipated process will be that ODJFS will receive information from each of the state employee/retiree health benefit plans (hereinafter, the “state plans”) on the prices paid by those plans for each prescription drug. That information may be in the form of a formula or may be an individual price per National Drug Code (NDC) number. From this information, ODJFS will create a weighted average pricing formula or formulas for both brand name and generic drugs that must be used by the Administrator in the calculations establishing the ultimate price to be paid by Best Rx participants.

Once ODJFS has computed the weighted averages of the state plans’ prices, that information will be communicated to the Best Rx Administrator for inclusion into its adjudication system to calculate the ultimate price paid by Best Rx participants. The Administrator will be required to update pricing based on changes to the reference elements within the formula: for example, if Average Wholesale Price is the reference amount in the formula, the Administrator must use an industry-recognized and accepted pricing compendium to update the information at least weekly.

Rebates

A third difference from usual PBM responsibilities is that the Administrator will have no involvement in establishing the rates that manufacturers will pay as rebates on their drugs. The general process will be that ODJFS will receive information from each of the state employee/retiree benefit plans on the rebates paid to those plans. From this information, ODJFS will create a weighted average rebate amount. This average may be a formula or a specific amount. If a formula, the Administrator will be required to update the reference element (*e.g.*, Average Wholesale Price) periodically to assure a uniform understanding of the rebate value among the Administrator, manufacturers, pharmacies, and ODJFS.

Once ODJFS has computed the weighted averages of the state plans’ rebates, pharmaceutical manufacturers will be contacted by ODJFS to enter into contracts with ODJFS to provide rebates under the Best Rx program. Manufacturers interested in providing rebates will contractually agree to pay rebates that at least equal the weighted average of the state plans’ rebates. Should a manufacturer desire to exceed the weighted average, it may do so. Whatever amounts are agreed to in the contracts between ODJFS and the manufacturers will be communicated to the Best Rx Administrator for inclusion into the ultimate price paid by Best Rx participants.

The state plans must report to ODJFS their rebate amounts used during the immediately preceding year. ODJFS is required to utilize that information in the preparation of new weighted average rebates and enter into new or modified contracts with manufacturers as appropriate. In addition, at any time during the year, a manufacturer may voluntarily agree to provide a rebate on a drug that the manufacturer has not previously included, may voluntarily increase the amount of a rebate, or may terminate a rebate agreement pursuant to terms in the rebate contract. The Best Rx Administrator must be able to promptly incorporate all new rebate information provided by ODJFS into its adjudication system whenever such information is received.

Cost Paid by Best Rx Participant at POS

A fourth difference from usual PBM responsibilities included in this overview is the formula/process that the Administrator will use both to calculate the price paid by a participant at the point of sale and the amounts to

be paid to “terminal distributors” for rebated drugs. For purposes of this RFP and the simplification of its reading, the term “terminal distributor” will be used interchangeably with the term “pharmacy.” In all instances, however, the requirements of Am. Sub. H.B. 311 concerning Best Rx applying to statutorily defined “terminal distributors” shall control.

The Administrator will calculate the discounted price per NDC according to the formulas provided by ODJFS and use that price as the basis for the following calculations of participant cost. This price will be applied to the claim received from a terminal distributor for a prescription presented by a Best Rx participant.

If the drug prescribed is not a drug for which ODJFS has an executed rebate agreement with the manufacturer, the Administrator will inform the terminal distributor of that price, require the terminal distributor to add to that price the administrative fee set by ODJFS, and permit the terminal distributor to add to that price a professional fee set by ODJFS. The lesser of the terminal distributor’s usual and customary price or this total amount (*i.e.*, discounted price + administrative fee + professional fee) will be the maximum amount a terminal distributor may charge a Best Rx participant for a non-rebated drug.

If the drug prescribed is a drug for which ODJFS has an executed rebate agreement with the manufacturer, the Administrator will inform the terminal distributor of the price for the prescribed drug (which will be the discount price less a minimum of ninety-five percent (95%) of the rebate to be paid for that prescription), require the terminal distributor to add to that price the administrative fee set by ODJFS, and permit the terminal distributor to add to that price a professional fee set by ODJFS. The lesser of the terminal distributor’s usual and customary price or this total amount (*i.e.*, [discounted price – 95% of the Best Rx rebate] + administrative fee + professional fee) will be the maximum amount a terminal distributor may charge a Best Rx participant for a rebated drug.

Within two weeks of the submission of the approved Best Rx claim for a rebated drug, the Administrator will pay to the dispensing terminal distributor the amount of the above rebate that was subtracted from the participant’s ultimate price. The money for such payments will be provided to the Administrator by ODJFS from either the appropriation from the Ohio General Assembly for such purposes or from the pool of actual rebates from manufacturers, once received. The administrative fee the terminal distributor is instructed to charge for the transaction is owed to ODJFS but will be payable by the terminal distributor to the Administrator. Reconciliation of amounts due from a terminal distributor shall be computed by the Administrator and offset against amounts payable to such terminal distributor whenever possible.

Mail Order

The final difference from usual PBM responsibilities included in this overview is the overall structure of the mail order option that will be provided by the Administrator. The mail order option in Best Rx is entirely optional for the participants. There can be no requirements mandated by the Administrator to use mail order. While general information may be provided to participants regarding additional savings available in the mail order option, no targeted solicitation or focused information may be directed to any participant or group of participants concerning perceived benefits of mail order specific to those participants’ prescription drug utilization.

Moreover, the Administrator must devise a system that allows participants to obtain pricing information and assurances over how long that price will be retained so that participants have time to mail their prescriptions and payments to the Best Rx mail order provider. Because participants pay the entire cost of the Best Rx price (except for the later return of rebates on drugs for which ODJFS has a rebate agreement in place with a

manufacturer), vendors will have to propose solutions that address the requirements of Best Rx. Just a few of those realities are: How will participants pay? How will prescriptions that are lost, damaged, or stolen be managed by the Administrator? How will the Administrator ensure timely fulfillment of prescriptions received? Proposal evaluation will take the thoroughness and quality of the vendor's mail order plan into account.

The price charged to a Best Rx participant for a prescription filled through the mail order option is also different. The vendor will be required to specifically state in its proposal the discount it will give to participants for prescriptions filled through the mail order option. Each vendor's proposal must indicate separately a percentage discount for both brand name drugs and generic drugs. The selected Administrator will be required to use this further discounted price to calculate the ultimate Best Rx participant cost for all mail order prescription fulfillment, subtracting any rebates which may be available for the applicable NDC, and adding the administrative fee. Neither the Administrator nor the Administrator's mail order subcontractor/partner may charge the professional fee allowed for retail pharmacies as described above.

Each vendor's proposal must detail the percentage beneath the discounted price determined by the Best Rx formulas given to the Administrator by ODJFS, and outline the methods or procedures it will use to ensure that its mail order pricing will reflect the appropriate discount. Each vendor proposal must thoroughly address the manner in which mail order would be handled to ensure the accurate, efficient, and thorough management of the mail order option. **Proposal evaluations will include an examination of how thoroughly and effectively each interested vendor conceives of, and communicates, a plan for an effective mail order process for Ohio's Best Rx.**

1.5 Objectives of the Project

A. ODJFS Objectives and Specifications for Implementation of the Best Rx Program:

The primary objective of the Best Rx Program is to provide eligible Ohioans, who do not have prescription drug coverage, with a means of purchasing their prescription drugs at the lowest possible out-of-pocket cost. In order to meet that objective, ODJFS must create and manage Best Rx in conjunction with its Administrator so that it is meaningful, beneficial, and simple to use for both program participants and participating pharmacies.

Best Rx is to be designed so that, at a minimum, participants find that the Program:

- is simple to use;
- is valuable;
- is accepted at most, if not all, Ohio pharmacies;
- entails minimal administrative cost for participants;
- offers simple recognition of program participants at pharmacies;
- provides prompt and responsive participant assistance;
- has a readily accessible and uncomplicated application process;
- offers an option to use a mail-order prescription service;
- provides timely and accurate pricing information; and
- protects their medical information and prescription drug histories.

Best Rx is also to be designed so that, at a minimum, pharmacies find that the Program:

- is open to any pharmacy that agrees to the terms of the pharmacy contract with ODJFS;
- is timely and accurate in its payment of applicable manufacturer rebates;
- provides prompt and responsive assistance to pharmacies;
- requires minimal administrative functions by pharmacies;
- provides for submission of claims for payment in accordance with uncomplicated program instructions; and
- provides timely and accurate pricing information.

In order to operate Best Rx to meet these objectives and specifications, ODJFS intends to enter into a contract with an appropriately qualified vendor to serve as the Best Rx Program Administrator.

B. Objectives for the Best Rx Program Administrator:

The primary objective for the selected Best Rx Program Administrator will be to design and operate the program in compliance with ODJFS direction so that the ODJFS objectives and specifications are met in compliance with Am. Sub. H.B. 311, ODJFS rules, and other applicable statutes and regulations. The Best Rx Program Administrator must also provide ODJFS with certain administrative reports and other information. To accomplish these objectives, the Program Administrator must:

1. Accept applications and determine eligibility for Best Rx according to the requirements of Am. Sub. H.B. 311 and rules promulgated by ODJFS;
2. Design and produce Best Rx eligibility cards;
3. Distribute Best Rx cards to all Ohioans who apply and are determined to be eligible, and distribute appropriate notice to those who are determined to be not eligible;
4. Provide timely notification to participants to facilitate the annual re-determination of eligibility;
5. Identify, in coordination with ODJFS, a network of participating pharmacies for program services, and establish and work with such network of participating pharmacies;
6. Accept price and rebate information from ODJFS and efficiently utilize this information in the adjudication of pharmacy claims for Best Rx;
7. Reconcile pharmacy claims and make prompt payments to pharmacies of rebates pursuant to Am. Sub. H.B. 311;
8. Provide mail order pharmacy services for cardholders;
9. Manage the invoicing, collection and reconciliation of rebates;
10. Promote the use of the Best Rx prescription drug program;
11. Provide a website for the Best Rx Program;
12. Provide prompt and responsive participant and pharmacy assistance for resolution of complaints and other inquiries;
13. Establish a working database of Best Rx participants;
14. Provide monthly management and annual legislative reporting to ODJFS; and
15. Provide an Account Manager with authority to oversee daily project management aspects of the plan and coordinate with ODJFS' Program Manager.

1.6 Anticipated Procurement Timetable

Friday, May 14, 2004	ODJFS Releases RFP to Potential Vendors on DAS Website; Q & A Period Opens - RFP becomes active - Vendors may submit inquiries for RFP clarification
Tuesday, May 25, 2004	Vendor Q & A Period Closes, 8:00 a.m. (for inquiries for RFP Clarification) - No further inquiries for RFP clarification will be accepted
Friday, May 28, 2004	ODJFS provides Final Vendor Question & Answer Document
Monday, June 14 2004	Deadline for Vendors to Submit Proposals to ODJFS (3:00 P.M., Eastern time) - This is the proposal opening date, beginning the ODJFS process of proposal review
Friday, June 25, 2004	ODJFS Issues Contract Award Notification Letter (estimated) - Vendors that submitted proposals in response to this RFP will be sent letters stating whether their proposal was accepted for award of the contract
Monday, July 26, 2004	Controlling Board Review of Contract (estimated, and assuming no protests). -Contract with the selected vendor requires review and approval
August 2004	Implementation Begins (estimated – following notification of Contract execution and authorization of ODJFS Program Manager)

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

1.7 Internet Question & Answer Period; RFP Clarification Opportunity

Potential vendors may ask clarifying questions regarding this RFP via the Internet during the Question and Answer Period outlined in Section 1.6, Anticipated Procurement Timetable.

It is the intent of ODJFS at the time of the writing of this RFP to accept potential vendors' clarifying questions, and then, intermittently during the question and answer period for this RFP, to post those questions (without any identification of the potential vendors who asked them) with preliminary answers to them on the designated website. At the end of the question and answer period, ODJFS will then post the complete list of questions, with the identification of the potential vendors who submitted them, and the final ODJFS response. This posting will be considered the "Final ODJFS Question and Answer Document" for

this RFP, and the answers, if different from the original terms of the RFP, shall amend or clarify the RFP. Vendor proposals must reflect any clarifications, further specifications, or other changes, additions, or deletions which ODJFS may make to the RFP through those answers.

By accepting the questions and providing answers in this way, ODJFS hopes to encourage vendors to pose questions early in the Q&A period, and thereby in effect, open a dialogue with interested vendors covering any ambiguities in this RFP or any other topics relating to the development of the Best Rx Program Administrator role in this newly devised program. Questions posed to ODJFS, preliminarily answered, and then posted early enough in the Q&A period have the potential to generate follow-up questions and more clarification from ODJFS, thus generating thoroughly conceived and comprehensive proposals.

To ask a question at any time during the Q&A period, potential vendors must use the following Internet process:

- * **Access the ODJFS Website at <http://jfs.ohio.gov/rfp>;**
- * **Select **OHIOBESTRX**;**
- * **Select “Ask a Question about this RFP” function; and**
- * **Follow the instructions to send an e-mail question.**

Questions related to this RFP must reference the relevant part of the 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 the applicable RFP provision or location, or which do not include identification of the originator of the question. ODJFS will not respond to any questions submitted after **8:00 A.M., Eastern time** on the date that the Question and Answer 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. Accessibility to the ODJFS Question and Answer Document will be clearly identified on the DAS and ODJFS websites dedicated to this RFP, once that document is made available. **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 any RFP.**

IMPORTANT: Requests from potential vendors for copies of previous RFPs, past vendor proposals, score sheets or contracts for any potentially related projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFP. PRRs, submitted in accordance with directions provided in Section 1.9, Communications Prohibited, will be honored. The posted time frames for ODJFS responses to Internet questions for RFP clarification do not apply to PRRs. ODJFS does not guarantee that a response to a PRR will be made within the time frames controlling this RFP, and any failure or delay of ODJFS in responding to the PRR will have no bearing on the deadlines found in this RFP.

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 other potentially 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 as part of this RFP process.

There is an established time period for the Vendor Question & Answer process (see Section 1.6, Anticipated Procurement Timetable, above). ODJFS will only answer those questions submitted within the stated time frame for submission of vendor questions, which pertain to issues of RFP clarity, and which are not requests for public records. ODJFS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions or deadlines.

1.8 Vendor's Library

ODJFS recognizes that vendors may not be familiar with some of the documents referenced in this RFP. ODJFS has created a Vendor's Library which may be reviewed by vendors on the ODJFS website at <http://jfs.ohio.gov> or at the URL's listed below. The following documents may be applicable:

- Am. Sub. H.B. 311 as passed:
http://www.legislature.state.oh.us/bills.cfm?ID=125_HB_311
- Fiscal Note and Local Impact Statement for Am. Sub. H.B. 311 as enacted:
<http://www.lbo.state.oh.us/fiscal/fiscalnotes/125ga/HB0311EN.HTM>
- Golden Buckeye Website:
<http://www.goldenbuckeye.com/gbrxpress.html>
- Medicare/Golden Buckeye/Best Rx Comparison chart:
<http://jfs.ohio.gov/Comparisonofdrugprograms.pdf>

1.9 Communications Prohibited

From the issuance date of this RFP, until a Contract is awarded to a vendor, there may be no communications concerning the RFP between any vendor that expects to or does 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 vendor.

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section 1.7, Internet Question and Answer Period;
2. Communications that are necessary to any pre-existing or on-going business relationship between ODJFS and any vendor which could submit a proposal in response to this RFP, but only as to the pre-existing or on-going business relationship;
3. Communications that are part of an interview necessary for ODJFS to make a final selection;
4. If it becomes necessary to revise any part of this RFP, ODJFS will post the revision on the DAS website for 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 only through the original DAS web page established for the RFP. All interested vendors must refer to that web page regularly for amendments or other announcements. ODJFS will 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 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 different from the Question and Answer process described in this RFP. Any attempts at prohibited communications by vendors may result in the disqualification of those vendors' proposals.

1.10 Time Frames & Funding Available

ODJFS is seeking to contract with a vendor to perform the Best Rx administration services from August 2004 through June 30, 2009. Since state law prohibits ODJFS from making financial commitments beyond the fiscal biennium, following the initial SFY '05 contract term (from beginning contract effective date to June 30, 2005) the contract with the selected vendor will be subject to renewal each biennium: July 1, 2005 – June 30, 2007 (SFY06 & 07); and July 1, 2007 – June 30, 2009 (SFY08 & 09). Renewal is contingent upon the availability of funds, satisfactory performance by the vendor, other specific provisions of the Contract, continuity of the enabling legislation, and is subject to approval by the Controlling Board.

Potential vendors are to be aware that ODJFS may, at its sole discretion, negotiate with all technically qualifying vendors for a revised cost proposal if the cost proposals of all technically qualifying vendors are in excess of the available funding for this project. Please refer to Section 5.1 C. of this RFP for further information on ODJFS procedures to be implemented if this occurs.

ODJFS contracts are not valid and enforceable until a State of Ohio Purchase Order (P.O.) has been approved and certified by the Director of the Office of Budget and Management, pursuant to section 126.07 of the Ohio Revised Code, and any work performed by a contractor prior to that certification shall not be payable by ODJFS. The designated ODJFS Contract Manager will notify the selected vendor when the requirements of ORC 126.07 have been met and work under the contract may begin. (See also Section 3.3, Start Work Date.)

SECTION II. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES

2.1 Number of Participants

Since no current ODJFS program specifically covers the population eligible for Best Rx, ODJFS is unable to provide any reliable estimates of the number of Ohioans who will ultimately participate in Best Rx. Numerous factors play into this lack of certainty. Interested vendors must utilize their experience and analysis to estimate the size of this project. To assist, ODJFS provides the following items to assist in any analysis of the potential utilization of Best Rx:

1. The Fiscal Note developed by the Ohio Legislative Service Commission utilizes the number 1,429,627 as those potentially eligible for Best Rx, although the Fiscal Note indicates that this may be understated. A close review of the information contained in the Fiscal Note of Am. Sub. H.B. 311 as passed is highly recommended. The Fiscal Note and other useful information can be found at the website of Am. Sub. H.B. 311 as passed (see, Vendor Library, section 1.8). The majority of other announcements concerning Best Rx have indicated that approximately 1.7 million Ohioans may be eligible for the Program. ODJFS makes no representations as to the accuracy of any of this information.

2. Eligible Ohioans must affirmatively apply for the Program before they become participants able to benefit from the Program. This application will be simple, but will require attestations concerning residency, age, insurance coverage, and income as applicable. The application must be signed and will indicate that the information provided is true to the best of the applicant's knowledge under penalty of law.
3. The Golden Buckeye Prescription Drug Discount program makes available coverage for all Ohioans 60 years of age and older who also may be eligible for Best Rx. The specifics of Golden Buckeye can be found through the hyperlink listed in section 1.8 of this RFP.
4. The interaction with the Medicare discount drug care program and prescription drug program has not yet been determined. See hyperlink in section 1.8 for an early comparison document.

2.2 Vendor Qualifications

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

A. Required Vendor Qualifications and Experience

In order to be considered for the contract expected to result from this RFP, ODJFS requires that each interested vendor's proposal demonstrates how the vendor meets, at a minimum, all of the following qualification requirements:

1. A minimum of two (2) years experience in each of the following:
 - Adjudicating and processing pharmacy claims at point-of-sale.
 - Accepting applications, determining eligibility, and tracking individual enrollment.
 - Maintaining a large pharmacy network and establishing productive provider relations.
 - Administering home delivery through mail order.

(If any of the above qualifications are to be met through a subcontractor, the subcontractor must satisfy the same requirements for minimum years of experience, and the vendor's proposal must show how the subcontractor meets the qualifications.)

2. Experience in serving membership of at least 500,000 individuals.
3. Experience in processing at least one (1) million transactions per year.
4. Demonstration of financial stability and business integrity for the vendor and any subcontractors. This must include: (a) a summary of the organization's history, structure, and ownership, including any subsidiaries and business affiliations; and (b) the most recent audited financial statement (balance sheet, income statement, and cash flow) or other documentation demonstrating that the organization's assets are greater than its total unsubstantiated liabilities and that its cash flow is sufficient to meet its obligations as they come due.

Additionally, vendor proposals must include the following:

5. Examples of at least two, but no more than four, similar programs for which the vendor was directly responsible during the last five years that satisfy the minimum vendor qualifications identified above. At least one of the examples must be currently operating. In determining which of the vendor's programs are "similar" for purposes of this section, those programs should at least require the vendor to provide a full scope of pharmacy point-of-sale claims adjudication services for a benefit program covering at least 50,000 participants.
6. Names and contact information for each of the entities for which they have performed similar responsibilities in the past five (5) years, as identified in response to item 5, above.
7. Mail Order Experience: Examples of at least two (2) programs, at least one of which must be currently operating, for which the vendor or its proposed subcontractor administered mail order prescription drug fulfillment services.

B. Staff Experience and Capabilities

The vendor must demonstrate significant expertise by assigning qualified staff to key leadership roles for this program. The vendor must provide profiles and curriculum vitae (or resumes) for personnel proposed for key positions. If any position(s) dedicated to Best Rx will be new for the organization, the vendor must provide detailed position descriptions and requirements that meet those described below, as well as incorporate the hiring of such staff into the project schedule in a way that assures hiring of qualified staff by the proposed start date of the project. The vendor must, at minimum, identify, by position and by name, including staff of any subcontractor, those staff it considers key to the program's success. At minimum, key staff identified must include at least two licensed pharmacists, an information technology manager, a project manager, and an account manager (Note: the proposed account manager may, at the vendor's discretion, be the same individual as the proposed project manager).

For the purpose of determining the project and account managers' experience and qualifications, a program of similar size and complexity means a pharmacy point of sale or other health care program serving at least 50,000 members.

The profiles and curriculum vitae/resumes for each proposed staff person must demonstrate how those individuals meet or exceed the following experience requirements applicable to each position for which each individual is proposed:

For the two pharmacists: in addition to proof of licensure, each must have at least one (1) year of experience in work similar to the work for which they are proposed.

For the information technology manager: at least one (1) year of experience within the last three (3) years in a responsible role working with pharmacy point-of-sale claims processing for a membership and pharmacy network of similar size and complexity.

A Bachelor's degree in computer science, business administration, or other relevant field is highly desirable, especially for an individual with limited experience.

For the project manager: at least two (2) years experience as the lead project manager over at least one (1) other project of similar size and complexity within the last three (3) years.

For the account manager: at least one (1) year experience as the primary account manager (having the same or similar responsibilities required of the Best Rx account manager in section 2.3 L of this RFP) over a program of similar size and complexity.

2.3 Scope of Work

This section describes the program, the specific work expected of the Administrator, and the work products and activities required. The selected vendor will be required to perform the Best Rx Program work described below so that all objectives identified in Section 1.5 of this RFP are successfully accomplished. The work components provided as items A through L, below, will be the full responsibility of the selected Administrator. The vendor must affirm its ability to perform all components, must explain how the work will be performed, and must demonstrate to ODJFS the value that it would add. Interested vendors must propose and adequately describe a detailed technical approach which, if selected and implemented, fully addresses the scope of work described in this RFP and accomplishes the program objectives. The vendor's proposal must clearly identify the number and type of staff dedicated to each work component.

Where thorough planning cannot be completed by vendors during the RFP process (such as in cases where ODJFS programmatic rules which would affect implementation are not yet finalized), vendor proposals should at minimum describe several of those factors or contingencies which they would, if selected, consider in finalizing those plans. Vendor proposal evaluations will take into consideration the thoroughness, quality and effectiveness of the approaches proposed; vendors' ability to clearly describe their proposed approaches and implementation plans will have an effect upon the technical scores earned.

In the next section (Section 2.4, **Mandatory Project Milestones and Payable Deliverables**), the implementation-phase time frames are specified in which certain critical Program Administrator work products or activities from this "Scope of Work" must be completed and fully approved by ODJFS. Section 2.4 also outlines the payment structure for the Program Administrator's work. More detailed information on the structure for contractor invoicing and payment will be provided in Attachment C, Cost Proposal Form, to this RFP.

Listed in Section 2.5, **Work Products and Activities Requiring Formal ODJFS Review and Approval**, are certain of the work products and activities from the Program Administrator's "Scope of Work" which ODJFS must formally review and approve before the contractor may proceed.

A. Marketing and Outreach

ODJFS and the Administrator will work together and with other interested parties to coordinate initial program outreach and ongoing promotion. Members of the Coalition (specifically, the Ohio AFL-CIO and PhRMA) have indicated the desire to conduct their own marketing/outreach efforts and have agreed to work with ODJFS and the Administrator to provide consistent information. ODJFS will use existing avenues to convey information (e.g., web page, provider communications, and press releases).

In its proposal, the vendor must describe how it will conduct initial outreach to the eligible population and to providers, including specific strategies to identify and reach the eligible population, ongoing education efforts for participants, provider relations strategies with pharmacies (both those already participating and those who are not), and other creative approaches to assure maximum program participation and benefits.

B. Applications, Eligibility Determination, and Card Issuance

To assure that as many of those eligible for Best Rx have the opportunity to participate, a straightforward and efficient process of application submission, eligibility determination, and card issuance must be developed and implemented. Although the ODJFS rules that will govern this process have not yet been issued, the vendor must be prepared to work with ODJFS to establish: (1) an efficient application process that provides multiple avenues to obtain applications, including by telephone, mail, and the Internet; (2) an eligibility determination system that is prompt and accurate; (3) a mechanism for timely card issuance; and (4) a re-application process that is user-friendly for participants and that minimizes disruptions in eligibility.

The application form to be developed by ODJFS will require the applicant to self-affirm for the family, under penalty of law, that they meet the eligibility factors specified in R.C. 5110.05 (see, Am. Sub. H.B. 311). No attachments or other proof concerning any of the eligibility factors will be required. Applicants' statements of income will be compared by the Administrator to income eligibility charts that will be provided by ODJFS. Applicants will be able to apply for all members of their family for whom they are responsible in accordance with rules adopted by ODJFS (see, Am. Sub. H.B. 311).

All applications will require a signature by the applicant. A standard application will be in use statewide, and unique participant identification numbers must be established. All requests for applications must be fulfilled by at least mailing an application within one business day.

Upon receipt of a complete application, the Administrator will be required to determine eligibility no later than two (2) business days following receipt. The disposition of eligibility determination must be sent to each applicant no later than two (2) business days after the determination is made (*i.e.*, within four business days of receipt of a complete application). If the application is incomplete or if the applicant is found to be ineligible, notification of that disposition along with the reason for incompleteness or ineligibility must be sent to the applicant. If the applicant is determined to be eligible, the appropriate number of Best Rx cards must be sent (*i.e.*, a duplicate card for each eligible adult in the family).

In the handling of all applications, regardless of completeness or disposition, the Administrator must protect the confidentiality of the applicant's information in accordance with the requirements of R.C. sections 5110.58 and 5110.59, and of rules adopted by ODJFS.

From the date of determination, eligibility continues for a period of twelve (12) months. The Administrator must establish a mechanism that enables participants to submit any change in address or other contact information, additions or deletions to the family, or other information affecting their ongoing participation. Any changes must be immediately incorporated by the Administrator into all Best Rx databases and information systems to ensure that eligibility, and especially the delivery of any mail order prescriptions, is uninterrupted. Revised cards, if required due to a change in family

composition, must be issued by the Administrator within two (2) business days of notification by the participant.

The Administrator must develop and maintain a database of all applications, including the date received, the outcome of the eligibility determination for each application, and the date notification was sent, all current and former participants with date of initial application, date eligibility was determined, and dates of participation. This database must be linked to information on the use of the Best Rx card and must permit the Administrator to conduct an assessment of costs and savings by participants. The Administrator must propose and implement a re-application process that provides advance notification (at least thirty days) to participants whose eligibility is nearing its end, is administratively simple, and minimizes potential disruptions in participation.

The Best Rx card must specifically:

1. be designed by the Administrator as a plastic, credit card size card;
2. be approved by ODJFS;
3. include each participant's name in the family found to be eligible;
4. assign to each name appearing on the card a unique member number that must be assigned by the Administrator and cannot be the participant's Social Security number;
5. issue a duplicate card for each adult in the family found to be eligible;
6. include the participant's permanent unique numeric identifier encoded into a bar code located on the back of the card along with a signature line. The bar code information must be compatible with participating pharmacy point-of-sale system(s);
7. include the telephone number for the participant help desk established by the Administrator and a separate, 24/7 telephone number for pharmacy questions;
8. be mailed to all those determined eligible for Best Rx no later than two (2) business days after the determination of eligibility. The mailing must include information (subject to ODJFS approval) describing the Best Rx program, a list of participating pharmacies, where to obtain updates, and information provided by ODJFS describing the alternative benefits of Ohio's Medicaid program;
9. specify the start and end dates of program eligibility; and
10. include a statement that the card is not an insurance card.

In addition to addressing each aspect of the work in this section 2.3 B., in its proposal, the vendor must indicate how it will assure that maximum Program efficiency will occur; **specifically identifying at least the following:**

1. How timely eligibility determinations and card issuance will be assured.
2. How replacement of a lost, stolen, or destroyed card will occur within twenty-four (24) hours of a participant's request to the Administrator, either by telephone or e-mail/internet site. The Administrator must reconcile the new card information with existing information for the participant.
3. How the re-application process will occur.
4. How the database will be designed and updated.

Specifically with regard to the re-application process, the vendor must at a minimum identify how it proposes to notify participants in advance that it is time to reapply, to establish a simplified re-application process (telephone/Internet) for those who have had no changes in their eligibility status (especially for those age 60 and over), and to prevent gaps in coverage due to processing time for re-applications.

In addition to affirming its agreement and ability to perform each of the above activities according to ODJFS' specifications, the vendor must describe in its proposal an example of a comparable process of eligibility determination that it has designed and conducted, including lessons learned that will contribute to Best Rx.

C. Pharmacy Participation

The Administrator must assist in the recruitment of terminal distributors to participate in the program. "Terminal Distributors" are defined in Am. Sub. H.B. 311. For purposes of Best Rx, **the only independent mail order terminal distributor that will be involved in Best Rx will be the one proposed by the Administrator.** To assist in the recruitment activities, the Administrator may utilize existing relationships with pharmacies that currently participate in any of the Administrator's established prescription drug benefit plans. However, the Administrator must not utilize its existing relationships as leverage for participation in Best Rx. Additionally, the Administrator must allow any pharmacy to participate that is willing to comply with the ODJFS Terms and Conditions for participation in the Best Rx program's network.

Ideally, the participating pharmacies will be geographically distributed to provide coverage statewide and for all eligible populations. The Administrator must assist ODJFS in making special efforts to recruit pharmacies in areas of low participation, as well as pharmacies located in counties with populations of less than 40,000 citizens (approximately 17 counties) in an attempt to gain their participation, thereby ensuring accessible coverage in rural as well as urban areas. The Administrator must also work with ODJFS to assure access within a reasonable distance to pharmacies for both those over 60 years of age and those with incomes less than 250% of the federal poverty level. In many cases, this will include participation by licensed pharmacies that are located outside of Ohio, especially those in neighboring states. Vendors must propose possible strategies in which the vendor and ODJFS would cooperate to recruit pharmacies to address these special access issues.

Participating pharmacies must agree to sign the contract to be established by ODJFS that will detail the terms and conditions of participation. The Administrator will be required to work with ODJFS in the development of this contract, but ODJFS will make the final determination of all contract provisions. Although not an exhaustive list, contracts with pharmacies will require pharmacies to:

- Maintain and distribute Best Rx applications to customers;
- Accept no more than the pharmacy professional fee allowed by Am. Sub. H.B. 311 and the rules promulgated by ODJFS;
- Collect the applicable administrative fee from the participant as provided by Am. Sub. H.B. 311 and the rules promulgated by ODJFS;
- Charge participants the lesser of the Best Rx participant price calculated by the Administrator or the pharmacy's usual and customary price;
- Agree not to submit any claim to Best Rx that is payable by any prescription drug coverage or that has already been discounted by another prescription drug discount program;

- Comply with contract specifications including, but not limited to, claims submission, claims and rebate processing, inquiries, and problem resolution;
- Periodically distribute informational products provided by Administrator and/or ODJFS;
- Prohibit use of Best Rx information for purposes other than providing services within the Best Rx Program;
- Provide general drug counseling for each prescription; and
- Describe and require compliance with a dispute resolution process.

The Administrator must provide training and a “Best Rx Pharmacist Handbook” to all contracting pharmacists that includes, at minimum, information on claims submission and processing, payment, the inquiry and dispute resolution process, and call center information. The training material and handbook must be reviewed and approved by ODJFS prior to use.

The Administrator must support the dispute resolution process detailed in the Contract between ODJFS and participating pharmacies as well as provide a help function twenty-four hours a day, seven days a week to participating pharmacies to answer questions regarding plan benefits and eligibility. The Administrator must also provide a help desk service during normal business hours to resolve questions concerning the payment of rebates to pharmacies by the Administrator. If automated, this service must ensure that the pharmacist can reach a live voice to ensure prompt and accurate response. The Administrator must implement a mechanism that instructs the pharmacy to charge the cardholder the lower of either the Best Rx drug price under this program or the usual and customary price of the pharmacy thereby providing a best price to customer.

Pharmacies will not be restricted on the number of days of dosage that pharmacies may dispense prescription drugs other than those dates on the prescription presented and/or the policies of the pharmacies themselves or as otherwise provided by law.

In addition to affirming specifically and describing its ability to perform each of the above provisions, the vendor's proposal must detail, with examples, how it proposes to attract and retain a diverse, accessible pharmacy network capable of meeting Ohio's Best Rx program objectives. The vendor should cite examples of strategies it has used in the past for building a pharmacy network.

D. Rebates

The Administrator will not be involved in the negotiation of rebates with drug manufacturers. ODJFS will handle all aspects of rebate agreements and provide to the Administrator the applicable rebates per National Drug Code number as provided by the rebate agreements entered into with manufacturers. The Administrator must incorporate these rebate figures provided by ODJFS into the pharmacy claims database to provide for POS adjudication of claims. ODJFS will utilize average weighted rebates on an annual basis as provided by Am. Sub. H.B. 311. However, rebate agreements with manufacturers are voluntary and may be entered into, amended, or terminated at any time during a given year. Therefore, the Administrator must have the capability of incorporating such rebate amounts into the adjudication database whenever the rebate amounts are provided by ODJFS.

At this time, ODJFS has not determined if the average weighted rebates will be provided to the Administrator as a formula or a specific amount. If a formula, the Administrator must be prepared to update any reference element (e.g., Average Wholesale Price or Wholesale Acquisition Cost) periodically as specified by ODJFS to assure a common understanding of the rebate value at any point in time. The intent is to minimize the potential for disputed rebate amounts.

No less than quarterly, the Administrator must generate detailed invoices for rebates owed for claims adjudicated and paid in the immediately preceding quarter. Each manufacturer's invoice must be submitted to that manufacturer no later than ten (10) days after the end of the quarter, with a notification to ODJFS, including, at a minimum, the name of each manufacturer and the amount invoiced.

Manufacturers participating in the Best Rx Program will be required to remit the rebate amount invoiced upon receipt of the invoice no more than thirty (30) days after receipt. Manufacturer rebate agreements will require that manufacturers pay the amounts invoiced (except for clerical errors) even if the manufacturer disputes the utilization or other aspects of the invoice. The amounts paid will be deposited into the Ohio Best Rx Program Fund. The Administrator will reconcile the claims and rebates, making adjustments as required but retaining no portion of the rebate. Should a manufacturer dispute the accuracy of a rebate invoice, the manufacturer will be required to follow a dispute resolution process that will provide only for prospective relief from an error or for the manufacturer to terminate its rebate agreement. The Administrator will not be required to refund any payments or permitted to recover any payments made to pharmacies even if such payments are determined to be erroneous through the dispute resolution process. The Administrator's performance will be evaluated, in part, based on the degree of accuracy in invoices and the need for prospective adjustment or corrections as a result of dispute resolution.

The ODJFS recognizes that there will be a time lag between the first quarterly invoicing to manufacturers and the manufacturers' payment of the rebates. During that time, ODJFS is prepared to forward to the Administrator an amount representing the value of the rebates based upon submission of an invoice. The intent is to ensure that the participating pharmacies are paid the rebate amounts owed no later than two weeks after submission of the Best Rx claim for a rebated drug to the Administrator.

The Administrator will not retain any portion of the negotiated rebates for its use. The Administrator must reconcile pharmacy claims and distribute appropriate rebates to pharmacies pursuant to the process outlined in Am. Sub. H.B. 311. The Administrator may not use or disclose any information relative to rebates except as specifically allowed by Am. Sub. H.B. 311 and rules adopted by ODJFS.

The vendor must specifically affirm its commitment to achieving ODJFS specifications for each provision above in this Section 2.3 D, and describe its ability to do so. The vendor's proposal must also discuss in detail how the flow of price information, claims receipt and adjudication, rebate invoicing and payment, and administrative fees which will be inherent in the claims adjudication and rebates processes described in this and the following Section 2.3 E will occur and be managed. The vendor may, at its discretion, provide just one comprehensive description of the flow of these procedures, provided the description covers all provisions described in Sections 2.3 D and 2.3 E. Additionally, Section 2.6, Administrative Structures—Proposed Work Plan of this RFP requires a visual chart(s), flowchart(s), or similar tool(s) be provided to illustrate the entire proposed claims adjudication and rebate process described in Sections 2.3 D and 2.3 E.

E. Claims Adjudication

The Administrator must accept claims from participating pharmacists that specify, at a minimum: the participant-specific identification number; the date of service (*i.e.*, the date the pharmacist dispensed the drug); the name and National Drug Code number for the drug dispensed; the number of units dispensed; the pharmacist's usual and customary charge for the prescription; and the price charged. The Best Rx price is the price in effect on the date the drug was dispensed; all subsequent adjudication and processing must be based on the price as of that date. The Administrator must accept and adjudicate online, point-of-sale claims via the majority of switching companies used by pharmacies in Ohio. No charge must be assessed to any pharmacist for the submission or processing of any Best Rx claim.

The Administrator will calculate the discounted price per NDC according to the formulas provided by ODJFS and use that price as the basis for the following calculations of participant cost. This price will be applied to the claim received from a terminal distributor for a prescription presented by a Best Rx participant.

If the drug prescribed is not a drug for which ODJFS has an executed rebate agreement with the manufacturer, the Administrator will inform the terminal distributor of that price, require the terminal distributor to add to that price the administrative fee set by ODJFS, and permit the terminal distributor to add to that price a professional fee set by ODJFS. The lesser of the terminal distributor's usual and customary price or this total amount (*i.e.*, discounted price + administrative fee + professional fee) will be the maximum amount a terminal distributor may charge a Best Rx participant for a non-rebated drug.

If the drug prescribed is a drug for which ODJFS has an executed rebate agreement with the manufacturer, the Administrator will inform the terminal distributor of the price for the prescribed drug (which will be the discount price less a minimum of ninety-five percent (95%) of the rebate to be paid for that prescription), require the terminal distributor to add to that price the administrative fee set by ODJFS, and permit the terminal distributor to add to that price a professional fee set by ODJFS. The lesser of the terminal distributor's usual and customary price or this total amount (*i.e.*, [discounted price – 95% of the Best Rx rebate] + administrative fee + professional fee) will be the maximum amount a terminal distributor may charge a Best Rx participant for a rebated drug.

The Administrator must adjudicate all claims and confirm that the individual and the pharmacy are both enrolled in the Best Rx Program on the date of service before further processing or any payment. If a claim is found to be ineligible, incomplete or untimely, the Administrator must inform the submitting pharmacy immediately. The Administrator must determine each claim's qualification for and the amount of rebate at the point-of-sale. The Administrator must make applicable payments to the pharmacy not later than two weeks after a rebate claim is received by the Administrator and in accordance with the provisions of Am. Sub. H.B. 311 and Ohio Administrative Code rules.

No less than quarterly, the Administrator must generate detailed invoices for rebates owed for the claims adjudicated in the immediately preceding quarter and must submit those invoices no later than ten (10) business days after the close of the applicable quarter to the participating manufacturers with notification to ODJFS. (Also, see Section D, Rebates, above.)

Manufacturers participating in the Best Rx program will be required to remit the rebate amount invoiced upon receipt of the invoice. Manufacturer rebate agreements will require that manufacturers pay the amounts invoiced (except for clerical errors) even if the manufacturer disputes the utilization or other aspects of the invoice. The amounts paid will be sent to the Administrator and deposited into the Ohio Best Rx Program Fund. As stated in a previous section of this RFP ("Rebates"), the Administrator will reconcile the claims and rebates, making adjustments as required but retaining no portion of the rebate. Should a manufacturer dispute the accuracy of a rebate invoice, the manufacturer will be required to follow a dispute resolution process that will provide only for prospective relief from an error or for the manufacturer to terminate its rebate agreement. In no event, will the Administrator be required to refund any payments that are determined to be erroneous through the dispute resolution process.

The Administrator must, through its pharmacist assistance telephone lines, provide pharmacists with immediate responses to inquiries and questions on claims status.

The vendor must specifically affirm its commitment to achieving ODJFS specifications for each provision above in this Section 2.3 E, and describe its ability to do so. The vendor's proposal must also discuss in detail how the flow of price information, claims receipt and adjudication, rebate invoicing and payment, and administrative fees which will be inherent in the claims adjudication and rebates processes described in this and the preceding Section 2.3 D will occur and be managed. The vendor may, at its discretion, provide just one comprehensive description of the flow of these procedures, provided the description covers all provisions described in Sections 2.3 D and 2.3 E. Additionally, Section 2.6, Administrative Structures—Proposed Work Plan of this RFP requires a visual chart(s), flowchart(s), or similar tool(s) be provided to illustrate the entire proposed claims adjudication and rebate process described in Sections 2.3 D and 2.3 E.

F. Mail Order

The Administrator must provide a mail order prescription option to Best Rx cardholders. The Administrator may not require cardholders to utilize the mail order option. The Administrator may not coerce, require, nor encourage participants to utilize the mail order option. Notwithstanding this prohibition, the Administrator may communicate additional discounts available to participants in accordance with the Administrator's proposal as long as such communication is made available to all participants and is not tailored to reach any individual participant or group of participants who have been prescribed the same or related drugs. Participants must be free to utilize or not utilize the mail order option at their sole discretion, and the use of mail order to fill a prescription shall not require a participant's continued use of the mail order option.

As noted in Section 2.3.C, Pharmacy Participation, for purposes of Best Rx, the only independent mail order terminal distributor that will be involved in Best Rx will be either the Administrator or a subcontractor proposed by the Administrator.

All mail order prescriptions must be filled in compliance with all Federal and Ohio laws covering the dispensing of medication. The Administrator must meet or exceed the following: ninety-three percent (93%) of all fillable prescriptions must be shipped within four (4) business days of receipt by the mail order provider. All prescriptions must be shipped with patient advisory information, including but not limited to reminders regarding prescription expiration dates, next refill date, and drug information for each prescription filled. All orders must be shipped, at the Administrator's expense, in a manner

that expedites home delivery to the cardholder. The Administrator must have a contingency plan in the event of strike, natural disaster or backlog. While the Administrator may subcontract for the provision of the mail order services, the Administrator is ultimately responsible for ensuring compliance of the mail order option with the terms of Am. Sub. H.B. 311, rules adopted by ODJFS, and the requirements of the Contract.

The vendor's proposal must specify how the vendor would support the filling of prescriptions using generic equivalents, to include how this option would be elected by a participant, how pricing will be communicated, and any other process necessary to support appropriate order fulfillment under the program. Except for this process governing generic equivalents, no substitutions to prescriptions received for out of stock drugs may be made by the Administrator without authorization of the prescribing physician. Prescriptions must otherwise be shipped as ordered. No drugs returned for any reason may be returned to stock.

It is the Administrator's responsibility to monitor and ensure quality control over the mail order portion of the Best Rx Program whether the mail order component is subcontracted or not. The Administrator must track timeliness, accuracy of dispensation in accordance with prescriptions, prescription drug quality, and receipt of dispensed drugs by Program participants. The Administrator must ensure that each prescription is delivered in a manner designed to comply with the requirements specific to the drug prescribed (*i.e.*, refrigeration, light exposure, etc.).

The Administrator must employ a sufficient number of licensed pharmacists to be responsible for the review and fulfillment of prescriptions received in the mail order option. Such pharmacists must ensure appropriate contact with prescribing physicians if there are any questions regarding clarity of the prescriptions and must review prescription contents and container prior to dispensing.

The enabling legislation for Best Rx requires only that the mail order price be less than the price paid per drug by a Best Rx participant in a community pharmacy (non-mail order terminal distributor). Using this further discounted price, the Administrator will calculate the final Best Rx participant cost by subtracting any rebates available for the applicable NDC and adding the administrative fee. The Administrator is not permitted to charge the professional fee allowed for retail pharmacies.

Each vendor proposal must specifically identify the mail order option pricing discount percentages (see detailed explanation below) that it will ensure for prescription drugs covered by the Best Rx Program. While the enabling legislation requires only that there be such a discount, for purposes of this RFP, ODJFS will evaluate the pricing offered by each vendor and award additional points based upon a comparison of the discounts offered. There will be separate scoring evaluations based upon the discounts delivered in the categories of both brand name and generic drugs.

The vendor must propose mail order pricing expressed as percentages below those Best Rx retail prices for brand-name and for generic drugs (two separate discount percentages guarantees) that would have been paid in a retail pharmacy on the same day that the prescription is filled. The Best Rx retail price to be used as the reference price will be the price derived from the weighted average formula(s) given by ODJFS to the Administrator to establish the discount price prior to any rebate reduction, administrative fee, or professional fee. Vendor proposals must provide and guarantee the discount percentages, one for brand name drugs and one for generic drugs, that will result from the use of mail order compared to the fulfillment of those prescriptions by a non-mail terminal distributor. In the mail order option, it is the discounted price from which any rebates will be subtracted and to which the

administrative fee will be added. (No professional fee is permitted in the mail order option.) ODJFS reserves the right to require detailed reports from the Administrator on its application of the mail order reduction, and to conduct retrospective sampling to monitor the individual prices charged.

Each vendor's proposal must indicate the percentage discounts it offers for each of the two categories, and express it in the **Technical Proposal, Tab 4, Sub-tab 4f**, according to the following model:

Offered percentage of discount:

For all brand-name drugs: _____ %

For all generic drugs: _____ %

Notwithstanding any other term in this RFP to the contrary, a discussion of the percentage of discount to be offered on mail order prescriptions must be included in the vendor's technical proposal, and, therefore, for this purpose only, the discussion of "price" or "cost" shall not be grounds for disqualification as described in section 4.2 or any other section of this RFP.

The scoring of the mail order pricing component will be evaluated in the technical proposal, as detailed later in this RFP in Section 5.1 B. There will be separate scoring evaluations based upon the discounts delivered in the categories of both brand name and generic drugs.

The vendor's proposal must specify the manner in which it will provide mail order price information to participants seeking to use the mail order option, the number of days such price will be maintained, the method of payment for mail order prescriptions filled under this Program, and any other process required to ensure the efficient and effective operation of the mail order component of Best Rx. The vendor's proposal must identify what payment forms it will accept that at a minimum include: credit or debit cards, cashiers' check, money order, and electronic debit authorizations by telephone.

The Administrator will be required to submit to ODJFS for approval a consumer complaint process for the mail order component of the program that includes at least all of the following: reporting of the number and type of complaints; resolution and time to resolve; and a mechanism for participants to elevate complaints not initially resolved to the participants' satisfaction.

The vendor, the vendor's subsidiary, or any subcontractor offered by the vendor in its proposal that will provide the mail order fulfillment services must be a terminal distributor licensed in Ohio as required by R.C. 4729.551. Evidence of this licensure must be provided in the vendor's proposal. The mail order fulfillment operation must be located in the United States.

Each vendor's proposal must detail the percentage beneath the discounted price determined by the Best Rx formulas given to the Administrator by ODJFS, and outline the methods or procedures it will use to ensure that its mail order pricing will reflect the appropriate discount. Each vendor proposal must thoroughly address the manner in which mail order would be handled to ensure the accurate, efficient, and thorough management of the mail order option. **Proposal evaluations will include an examination of how thoroughly and effectively each interested vendor conceives of, and communicates, a plan for an effective mail order process for Ohio's Best Rx.**

G. Website

The Administrator must provide a website by the time of the initial launch of outreach for Best Rx. The Administrator must also update the website to ensure that the information on the website is current. At a minimum, the website must contain the following:

- Best Rx program overview including benefits offered, basic eligibility, and application process;
- A printer-friendly, downloadable version of the Best Rx application;
- A list of participating pharmacies;
- A search engine to locate participating pharmacies by zip code, city and/or county;
- An ability of participants to determine drug prices per prescribed units;
- Help desk services and telephone numbers, separate for participants and pharmacies;
- Information provided by ODJFS on Medicaid benefits available to Ohioans;
- A link to receive inquiries regarding the program; and
- Frequently Asked Questions (this must include anticipated questions at the start of the Program).

The website must be Bobby-compliant at level AAA, and provide statistics such as visitor counts, length of visit, repeat visitors, hit counts, referral source, path through the site, search terms used, operating system used, browser used and resolution used.

The vendor's proposal must affirm its ability to perform each of the requirements listed and also provide a specific example of a comparable, successful effort.

H. Participant and Pharmacy Services (including call centers)

The Administrator must provide multiple avenues for participants and pharmacies to submit inquiries and request information, whether of a general or specific nature. In both cases, the avenues must include U.S. mail, toll-free telephone lines, fax, e-mail, and Internet access. **All call centers must be located in the United States (see Section 3.17 of this RFP for more information).**

Participants and General Program Inquiries: The toll-free line provided by the Administrator must provide assistance Monday through Friday at least twelve (12) hours each day, including the core hours of 8:00 a.m. through 5:00 p.m. Eastern time, and on Saturday at least four (4) hours between the hours of 8:00 a.m. through 5:00 p.m. Eastern time. For any interactive voice response system (IVR), callers must have the option to speak or press their choice, and have the ability to reach a live voice (although a recording may respond during hours not covered above). All telephone services must be TDD-accessible, and the Administrator must be prepared to respond to callers who may have limited English Proficiency (LEP).

Call center standards will be established by ODJFS for abandonment rate, blockage rate, and average speed of answer. The Administrator must also establish, subject to ODJFS approval, a process for handling and tracking customer complaints. This process must have a mechanism to allow both applicants and participants to speak to a supervisor or other person with the authority to address the complaint. Special complaint resolution processes must be established for those participants who choose the mail order option; please see, Section 2.3 F. of this RFP for more information.

All e-mail (Internet) and faxed inquiries must be answered within one (1) business day of receipt and all mail inquires within three (3) business days. However, if the request is for an application, the Administrator must meet the time frames identified in Section 2.3 B. of this RFP.

Pharmacies: The toll-free telephone line must provide assistance to pharmacies twenty-four (24) hours per day, seven (7) days per week. Pharmacies must be able to access participant eligibility, price, and claims status information through telephone, e-mail, or faxed inquiries, or other access that assures the confidentiality of information. Information on processing and other program procedures must also be available, including how to become a participating provider.

All e-mail, Internet and faxed inquiries must be answered within one (1) business day of receipt and all mail inquires within three (3) business days. Call center standards for the pharmacy line will be established consistent with industry practice. The Administrator must also establish, subject to ODJFS approval, a process for handling and tracking pharmacy complaints. This process must have a mechanism to allow the caller to speak to a supervisor or other person with the authority to address the complaint.

The ODJFS recognizes that many of those interested in this RFP may already have mechanisms for communicating with pharmacies and will consider the use of such mechanisms adapted to meet the needs of Best Rx.

The vendor must affirm in its proposal the ability to meet each of the above requirements and must detail examples of similar efforts, including performance measures and outcomes.

I. Data Format, Exchange and Security

The Administrator must establish a comprehensive database of eligible participants with their demographic, eligibility, and utilization data. This database must be remotely accessible by ODJFS staff and allow the ability to search by name or participant number, view individual records, generate reports from a library of report templates, create ad hoc reports, and allow the ability to extract and transmit data in a secured environment to ODJFS.

The Administrator must adhere to the specifications for ODJFS file transmission so that ODJFS may provide pricing information to the Administrator for incorporation of those prices or pricing formulas into the Administrator's drug pricing database used for adjudication of Best Rx claims. ODJFS technical staff will meet with the Administrator after the RFP award to ensure the file transmission format and database architecture are to ODJFS standards and/or are compatible with ODJFS methodologies.

The system must promote the secure transmission of data over communications channels. The system must provide the capability to:

- Identify the originator of any information received across communications channels.
- Send data across communications channels in an encrypted format.
- Communicate directly from the point-of-entry to the authenticating system for all authentication data.
- Encrypt authorization data sent over public or shared data networks.
- Use error detection protocols when sending information across communications channels.

In addition to affirming its ability to meet each of the above specifications, the vendor must provide a detailed example of a comparable system for which it is responsible and how it verifies that system's performance.

J. Trade Secrets, Confidentiality, and Records Preservation

The Administrator must ensure that it will develop and implement security systems and safeguards to protect trade secrets and confidential information contained in data, records, communications, and other information provided to, used by, or obtained by the Administrator in the performance of Best Rx duties. The Administrator's security systems and safeguards must ensure that all data, records, communications and other information are maintained in a manner that will meet all requirements and prohibitions contained in R.C. sections 5110.55, 5110.56, 5110.57, 5110.58, and 5110.59 and rules adopted by ODJFS.

- The Administrator must ensure that it will not use, release, publish, or disclose any of the trade secret information listed in division (A) of R.C. 5110.56 except as is necessary for the implementation of the Administrator's Best Rx duties.
- The Administrator shall ensure the confidentiality of all information transmitted by or to the Administrator to the extent required by federal and state law, including rules adopted by ODJFS.
- The Administrator shall ensure the confidentiality of all information that identifies or can be used to identify a Best Rx applicant or participant, and the Administrator shall not sell, solicit, disclose, receive, use, or knowingly permit the use of such identifying information except as permitted by divisions (C) and (D) of R.C. 5110.58.
- The Administrator shall use and preserve records related to Best Rx, including records generated by ODJFS, any other government entity, or any person, in accordance with rules adopted by ODJFS.

In addition to affirming its commitment to comply with each of the above specifications, the vendor must detail how it would, if necessary, transfer program information to another Best Rx Program Administrator while maintaining confidentiality as described above.

K. Reporting

The Administrator must provide monthly and annual reports to ODJFS. The Administrator must provide the reports identified below as well as have the ability to produce *ad hoc* reports at the request of ODJFS. **All reports and information provided must be able to be extracted to a Microsoft Excel spreadsheet or a delimited file.** Information must be provided separately for participants over sixty (60) and those eligible as a result of income less than 250% of the federal poverty level. Reports must also be available on a county-specific basis. The Administrator must provide an Administrator's Annual Report to ODJFS no more than one month after the end of each twelve-month period of administering the Best Rx program. The final form of the Annual Report will be established by the Administrator with the approval of ODJFS within six (6) months after the selection of the Administrator of the Best Rx Program and in accordance with R.C. 5110.39. The Annual Report must include the following (with separate identified information as it relates to the mail order portion of the program as applicable):

- Number of Best Rx participants;
- Number of participants who used the card at least once in the immediately preceding twelve-month period;
- Average number of prescriptions per participant;
- Total cost savings to all cardholders generated by the program;
- Average cost savings to a cardholder per prescription;
- For each participating pharmacy, the number of times in the twelve-month period that the pharmacy's customary and usual price was lower than the price offered under the Best Rx program;
- The top twenty-five drugs prescribed under the Best Rx Program;
- Number of pharmacies participating in the program as of the end of the report period; and
- Other information identified by ODJFS from time to time.

The Administrator must provide monthly reports requested by ODJFS regarding the following information (with separate identified information as it relates to the mail order portion of the program as applicable):

- Participating pharmacies (e.g., the number and type of pharmacies currently participating, the number refusing to participate and/or withdrawing from the program, etc.);
- Website statistics – in accordance with the previous requirements;
- Participant Assistance statistics (e.g.; number of calls, number of complaints, abandonment rate, etc);
- Participant statistics and usage rates (e.g., how many cardholders have utilized the program, number of prescriptions filled, average cost savings, etc.);
- The top twenty-five drugs prescribed under the Best Rx Program;
- Dispute Resolution activities (e.g., the number of formal disputes filed, number satisfactorily resolved, average time to resolve, etc.); and
- Prescription Drug Pricing for mail order portion of Program (e.g., today's drug price, the monthly high/low, the number of times that the pharmacy's customary and usual price was lower than the price offered under the prescription drug discount program, etc.).

The Administrator must work closely with ODJFS to develop and provide all reports required by Am. Sub. H.B. 311, as well offer the cooperation necessary for the complete and timely presentation of such reports.

In addition to the specific reporting identified above, the Administrator must permit access to Best Rx information by the ODJFS Program Manager or other appropriate representative of ODJFS on an as needed basis. The ODJFS will require the ability to extract all participant, pharmacy, and utilization information at any time; the vendor must describe what process would ensure this ability.

In addition to specifically affirming and describing its ability to meet all of the above, the vendor's proposal must: (1) provide examples of similar, current reports and (2) describe what process would be used to assure that ODJFS can extract all program information as indicated.

L. Account Management

The Administrator must provide a primary Account Manager who is responsible for all aspects of the Contract with ODJFS (the proposed Account Manager may, at the vendor's discretion, be the same

individual as the proposed Project Manager). Such person must be physically located in Ohio, preferably in the greater-Columbus area. The Account Manager will serve as the primary contact with ODJFS and must have the authority to oversee and coordinate at least the following activities:

- Establishing and maintaining ongoing services for the Best Rx Program;
- Interaction on promotional activities with the Best Rx Card;
- Interaction with the ODJFS Program Manager regarding dispute resolution activities;
- Submission of required and *ad hoc* reports; and
- Ongoing contact with the ODJFS Program Manager.

The Account Manager must meet the experience and qualifications identified in section 2.2 B of this RFP. The Account Manager must provide, at a minimum, a bi-weekly status report to the ODJFS Program Manager regarding the progress of each deliverable during the implementation phase and at least monthly thereafter. This report must include progress made since the previous report, work to be completed in the next two-week period, and any outstanding issues of concern.

2.4 Mandatory Project Milestones and Payable Deliverables

This section provides the program milestones in calendar days for the Best Rx implementation phase. The time frames for the program milestones are to be achieved following contract execution and notification from the ODJFS Program Manager to the selected vendor of the approval and certification of the OBM Purchase Order (P.O.).

This section also defines the deliverables, or work products and activities, (the “Deliverables”) whose satisfactory completion shall be payable by ODJFS to the Program Administrator. Vendors are to calculate their prices for the accomplishment of the full scope of work and achievement of the program objectives (Sections 2.3 and 1.5, respectively) but may only express their project prices in terms of the following payable deliverables. Attachment C, Cost Proposal Form, explains this in further detail.

A. Milestone, Delivery and Completion Dates

The scope of work described above must be completed by the Administrator in accordance with the following list of mandatory completion time frames for critical program activities. Interested vendors must propose projects that will adhere to this schedule. The Administrator may not begin project work until the Contract is fully executed and the ODJFS Program Manager has provided authorization for the work to begin.

<u>Milestones</u>	<u>Calendar Days After P.O. Approval</u>
1. Recruitment plan for pharmacies submitted	15 days
2. Recruitment plan for pharmacies initiated	30 days
3. Design of the Best Rx card submitted	30 days
4. Participant outreach campaign submitted	30 days
5. Participant outreach campaign initiated	60 days
6. Website proposal submitted	45 days
7. Website proposal operational	60 days
8. Database for applicant and participant records submitted	45 days
9. Database for applicant and participant records operational	45 days
10. Call centers tested and accepted	60 days
11. Database for contracting pharmacies operational	60 days

12.	Dispute resolution process for Participants submitted	60 days
13.	Application and eligibility determination process tested and accepted	75 days
14.	Point-of-sale adjudication process tested and accepted	75 days
15.	Mail Order processes established and accepted	80 days
16.	Dispute resolution process for Participants implemented	90 days
17.	ODJFS APPROVAL SOUGHT AND OBTAINED FOR SATISFACTORY COMPLETION OF PROJECT MILESTONES 1 through 16, above	90 days
18.	First Applications accepted and eligibility determined	90 days
19.	First mailing of Best Rx cards	90 days
20.	First monthly reports submitted (10 days after the first month of Program)	130 days
21.	First Annual Report due	01/30/05

B. Payable Deliverables

1. Project Implementation Deliverable: Upon satisfactory completion of all work which will be required for the implementation of the Best Rx Program, and the full approval by ODJFS of that work, the Administrator may then submit an invoice for the price the contractor offered in its Cost Proposal for this deliverable. “Project Implementation” is defined as all work that must be accomplished prior to the Administrator being ready to accept the first Best Rx application, to include acceptance of the work by ODJFS and authorization to proceed with the application and enrollment process. That work is summarized in Project Milestones, items 1 through 17, inclusively, of Section 2.4, **Mandatory Project Milestones and Payable Deliverables**, and presented in more detail in Section 2.3, **Scope of Work**.

Vendors must limit their proposed price for the Project Implementation Deliverable at not more than the maximum amount detailed on the Cost Proposal Sheet. Vendors shall not include in this deliverable price any costs associated with the ongoing operations of the Best Rx Program. Vendors will compete for points based upon their relative rank for the cost of this Deliverable, with the lowest proposed price for this deliverable receiving the maximum points available and all other proposal prices receiving a proportionate percentage of the available points as detailed in the Cost Proposal Scoring Sheet.

2. Best Rx Administration: This “deliverable” is actually the complete work that needs to be done to operate the Best Rx program pursuant to this RFP after the “Project Implementation” phase is complete. All costs associated with this on-going operation must be included in the price for this “deliverable” and shall be expressed by each vendor in its proposal as a price per paid Best Rx claim. A “paid Best Rx claim” is either a claim submitted for adjudication to the Administrator by a pharmacy under contract with ODJFS for participation in Ohio’s Best Rx Program (each prescription filled being a separate potential claim), or a claim submitted by the Administrator’s mail order fulfillment service, that is then accepted and paid under the Ohio’s Best Rx Program. Pharmacists’ claims or inquiries submitted to the Administrator, which are then either not filled or which are processed for payment through any other program or means of payment (e.g., the pharmacy’s usual and customary charge, the Golden Buckeye program, etc.) will NOT be considered a “paid Best Rx claim,” and may not be included in the Administrator’s invoices to ODJFS as a payable deliverable under the Administrator’s contract.

NOTE: Vendors’ proposed costs will be evaluated on the prices for each of the two payable deliverables. **Vendors are cautioned to include any pricing information only in their separate, sealed cost proposals,**

except for the mail order discount percentage discussed in Section 2.3, F. If any other pricing information is included in a vendor’s technical proposal, that vendor’s proposal will be disqualified from consideration for this RFP. See, sections 4.1 and 5.1 for further details.

2.5 Work Products and Activities Requiring Formal ODJFS Review and Approval

While the full scope of the selected contractor’s responsibilities as outlined in Section 2.3, Scope of Work, must be performed to the satisfaction of ODJFS, the vendor must present certain of the work products and activities contained within the Scope of Work for ODJFS consideration.

The following work products and activities, at a minimum, will be subject to review and prior approval by ODJFS:

- A. Items listed in Section 2.4, 1-16, and any subsequent revisions.
- B. All reports are subject to ODJFS final approval.
- C. ODJFS must receive adequate notice of proposed changes in the Account Manager or other key positions and staffing levels or work locations, as well as the reasons for such proposed changes.

Submission and Review of Specified Work Products and Activities: In order to ensure the project is not delayed for significant periods of time while the State considers acceptance of any work which requires formal ODJFS review and approval, the State commits to responding to the Administrator’s submission of project work products and activities within a reasonable period of time. Project products and activities will be submitted to the ODJFS Program Manager in written and electronic form with an accompanying submittal letter. The electronic format must be approved by ODJFS. ODJFS will respond in writing with full acceptance, partial acceptance, or rejection of the specified work products and activities on an acceptance letter. Acceptance or rejection will be based solely upon ODJFS’ objective evaluation of whether that work meets the requirements outlined in this RFP, is accurate, and is well prepared.

The formal review and approval process for the establishment of the call center(s) will involve submission of a report showing the location, hours of operation, technical tools and processes to be employed, staffing, back-up plans, etc.

2.6 Administrative Structures—Proposed Work Plan

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

- A. Provide a summary overview of the vendor’s proposed technical approach to Best Rx Project described in this RFP and of the proposed work plan for accomplishing the key objectives of the project. This summary must succinctly describe how the vendor’s proposed project will accomplish each of the 15 objectives in Section 1.5, B identified as the responsibility of the selected Best Rx Program Administrator, and how the proposed approach will facilitate the successful accomplishment of the overall Best Rx Program objectives shown in Section 1.5, A.
- B. Provide a proposed timeline for the project showing significant project target dates (*e.g.*, initiation and completion dates), and that expressly includes (but is not limited to) the required completion timeframes for the “Milestones” found above in 2.4 of this RFP.

- C. Provide a status reporting procedure for reporting work completed, and resolution of unanticipated problems.
- D. Provide a current organizational chart (including any proposed subcontractors) and specify the roles and responsibilities of the key management and administrative personnel who will be assigned to this project, and the percentage of time each key management/administrative person will devote to the project.
- E. Provide a Project Plan (such as a Gantt Chart, or similar tool) for the overall project that includes (but must NOT be limited to) each component listed in Sections 2.3 A through 2.3 L of this RFP. The Project Plan must provide sufficient details for significant phases of activity and/or steps within each work component necessary for the completion of the work components and all Administrator responsibilities. The Project Plan must indicate such factors as critical path, project dependencies, concurrent activities, and prerequisites. Within ten (10) calendar days of notification by the ODJFS Program Manager to the selected vendor that the contract work may begin (*i.e.*, Contract Execution and P.O. authorization), the Administrator will be required to submit a finalized Project Plan, reflecting actual project dates based on the date the Contract becomes effective.
- F. Provide a Claims Adjudication & Rebates Process Illustration (in one or more diagrams, flowcharts, or similar tools) to illustrate the entire claims adjudication and rebate process proposed to fulfill requirements described in Sections 2.3 D and 2.3 E.

SECTION III. OTHER REQUIREMENTS

3.1 State Contracts

Proposals must list any current contracts and any contracts within the past ten (10) years the vendor has/had with State of Ohio agencies and/or retirement systems. The list must indicate the purpose of the contract, the amount of the contract, the time period covered by the contract, and the percent of the project completed. Vendors must provide this information as directed on Attachment D, Required Vendor Information and Certifications, and provide the information and certifications in the vendor's proposal as specified in Sections 4.2, A, 1 and VII of this RFP.

3.2 Interview

Firms submitting proposals, or individuals named in a firm's proposal, may be requested to participate in an in-depth interview as part of the evaluation process. The interview, if necessary, may include participants from ODJFS or other state staff. 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.

3.3 Start Work Date

The selected vendor must be able to begin work no later than seven (7) working days after the date of the execution of the Contract. The selected vendor will be notified by the ODJFS Program Manager when work

may begin. **Any work begun by the vendor prior to this notification will NOT be reimbursable by ODJFS.**

3.4 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 nor reimburse the costs of the preparation. Any costs associated with interviews will be borne by the vendor and will not be the responsibility of ODJFS (see Section 3.2).

3.5 Trade Secrets Prohibition; Public Information Disclaimer

Vendors are prohibited from including any trade secret information as defined in Ohio Revised Code (ORC) 1333.61 in their proposals in response to any ODJFS RFP, Requests for Letterhead Bids (RLB) or other procurement efforts. ODJFS shall consider all proposals voluntarily submitted in response to any ODJFS RFP 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 any RFP shall become the property of ODJFS. After the selection of the vendor, any proposals submitted in response to an RFP are deemed to be public records pursuant to R.C. 149.43. The term “proposal” shall mean both the technical and the cost proposals, if opened by ODJFS as a part of the vendor selection process, submitted by the vendor, any attachments, addenda, appendices, or sample products.

Any proposal submitted in response to this RFP that makes any claim of trade secret information shall be disqualified from consideration immediately upon the discovery of such impermissible claim.

3.6 Contractual Requirements

- A. Any contract resulting from the issuance of this RFP shall contain the terms and conditions provided in the model contract, which is included as Attachment A of this RFP;
- B. Many of the terms and conditions contained in the model contract (See Attachment A) 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 in Tab 1 of the vendor’s Technical Proposal. 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 applicable state funds and rebate funds generated;
- D. All aspects of the contract apply equally to work performed by any and all subcontractors;
- E. The vendor, 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 vendor, 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 vendor, 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 vendor, and any subcontractor(s), must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring that the vendor or employees of the vendor meet child support obligations established under state law; and
- G. By signing a contract with ODJFS, a vendor agrees that all necessary insurance is in effect.

3.7 Travel Reimbursement

Travel should be folded into the overhead, per transaction costs, deliverable cost, per diem, or the hourly rates which are built into the cost of the deliverables. Travel is not to be listed separately.

3.8 Minority Business Enterprise

ODJFS is required by R.C. Sections 125.081(B) and 123.151 to award fifteen percent (15%) of its total procurement to vendors certified as a Minority Business Enterprise (MBE). Ohio certified MBE is defined in R.C. 122.71. If the proposal is not submitted by a certified MBE, the vendor is encouraged to subcontract a portion of the total contract price to an Ohio certified MBE.

A listing of Ohio certified MBEs can be accessed through the Internet at:
<http://www.gsa.ohio.gov/gsa/ods/pur/query.html>

3.9 Subcontractor Identification and Participation Information

Any vendor proposing to use a subcontractor, including an MBE subcontractor, for any part of the work described in this RFP must clearly identify the subcontractor(s) in its proposal. The proposal must include a commitment 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 place of 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 the RFP and understands the RFP, the nature of the work, and the requirements of the RFP.
6. Identify all previous projects on which the proposed subcontractor has worked with the proposing vendor at any time during the last five (5) years.

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

3.10 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 thirty (30) days for review and comment.

3.11 Confidentiality

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

3.12 Key Personnel

ODJFS may 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. The process for such notice and for acceptance of replacements will be detailed in any such clause.

3.13 Ethical & Conflict of Interest Requirements

- A. No vendor 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 vendor or individual, company or organization seeking a contract shall solicit any ODJFS employee to violate any of the conduct requirements for employees;
- C. Any vendor acting on behalf of ODJFS shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Any vendor or potential vendor 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 vendors who violate R.C. sections 102.03, 102.04 2921.42 or 2921.43 may be prosecuted for criminal violations.

3.14 Pharmacy Benefits Manager for Other State Plans

In the event that the vendor selected for this RFP is the PBM for one or more of the state employee/retiree health plans identified in Am. Sub. H.B. 311 as being required to submit to ODJFS the plan's pricing and rebate information, the vendor is required to provide such information as is required by Am. Sub. H.B. 311 to ODJFS and may not assert any contractual or trade secret claims protecting such information.

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

Ohio Revised Code section 9.24 prohibits ODJFS from awarding a contract with 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 the evaluations of any proposal 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.

3.16 Ohio Presence

Due to the novelty of the Best Rx Program and the close working relationship that will be required between ODJFS and its Administrator, the selected vendor will be required to maintain a physical presence in Ohio throughout the term of the Contract. 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.

3.17 Non-Domestic Work Limitations

Each proposal must indicate the location(s) where each and every component of the work proposed will take place. **Any call center(s) and the mail order fulfillment operation proposed for this RFP must be located in the United States.** To the greatest extent possible, ODJFS desires that all work associated with the Best Rx program be performed within the United States. In the event that the highest scoring vendor proposes any work to be done outside the United States, ODJFS, in its sole discretion, may elect to enter into the Contract arising from the RFP with the next highest scoring vendor proposing all work to be done in the United States if both of the following are true: (1) the vendor with all work to be done in the United States has attained at least the minimum technical score identified in this RFP for consideration of its cost proposal; and (2) the vendor with all work to be done in the United States has proposed a total cost that is not excessive in the opinion of ODJFS.

3.18 Mandatory Contract Performance Disclosure

Each proposal must disclose whether the vendor's performance, or the performance of any of the proposed subcontractor(s), under contracts for the provision of services that are the same or similar to those to be provided for the Best Rx Program (*i.e.*, prescription benefit management, mail order pharmacy fulfillment, or any of the other qualifications listed in section 2.2, paragraph A 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 negatively impact vendor's performance of the work, and the best interests of ODJFS.

3.19 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 that will be provided for the Best Rx Program. 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.

3.20 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 Contract.

3.21 Transition Plan/Project Termination Requirements

Should ODJFS terminate the contract with the selected vendor for any reason, including award of a subsequent Administrator Services contract to a vendor other than the vendor to be selected through the present RFP (e.g., following all renewal periods provided for in Section 1.10, Time Frames and Funding Available, of the RFP), that termination will be according to terms of the contract between the Administrator and ODJFS (see Attachment A to this RFP, Article V.), and will require a transition process that creates minimal impact on Best Rx program cardholders and participating pharmacies.

ODJFS reserves the right to develop transition plan requirements, which shall provide for proper notice to the Administrator, as well as for any payment properly due to the contractor for services performed prior to notification of the termination/transition. Transition plan requirements set by ODJFS may also specify parameters for performance of services during the designated transition period, to allow for completion of cardholder prescription fulfillment services and pharmacy claims processing until the transition/termination is complete. As the work of the Best Rx program will have a direct effect upon the health of program cardholders, transition activities and processes shall require all due care and caution and professional performance by the Administrator.

SECTION IV. PROPOSAL FORMAT & SUBMISSION

4.1 Proposal Submission

The proposal must be prepared and submitted in accordance with instructions found in this Section. Six copies (one signed original and five copies) of the Technical Proposal, along with three copies (one signed original and two copies) of the Cost Proposal (in a separate sealed envelope) labeled: **“NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR OHIO’S BEST Rx PROGRAM ADMINISTRATOR: R-05-17-1192 SUBMITTED BY [VENDOR’S NAME HERE],”** must be received by ODJFS no later than 3:00 p.m. Eastern Time on **Monday, June 14, 2004**. Faxes will not be accepted. Proposals must be addressed to:

Office of Contracts & Acquisitions
Ohio Department of Job and Family Services
30 East Broad Street, 31st Floor
Columbus, Ohio 43215-3414

For hand delivery on the due date, vendors are to allow sufficient time for downtown parking considerations, as well as for security checks at both the lobby of the Rhodes State Office Tower (address as stated above) and again on the 31st Floor. All proposals received on the due date will be accepted at the ODJFS Bid Room,

managed by the Office of Contracts & Acquisitions, on the 31st Floor of the Rhodes Tower. DAS WILL NOT ACCEPT PROPOSALS FOR THIS RFP PROJECT. **ODJFS is not responsible for any proposals delivered to any address other than the address provided above.**

All submissions must be received by mail or hand delivery by the above date and time. Materials received after the submission deadline date will not be added to previous submissions, nor be considered. No confirmations of mailed proposals received will be sent.

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.

4.2 Format for Submission of the Proposal

To be accepted and forwarded to the Proposal Review Committee (PRC), a proposal must include one original and five copies of the Technical Proposal and one original and two copies of the Cost Proposal as described in Items A. and B. of this section. The Technical Proposal must contain all the information as specified and requested for each of the components listed below. A sample Technical Proposal Score Sheet is provided as **Attachment B** for vendors to check their proposals for quality and completeness.

The vendor's Technical Proposal must contain the following components (organized in 6 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 include information/materials not required in the RFP. All pages shall be sequentially numbered.

Vendors must organize their proposals in the following order:

Tab 1 Required Vendor Information and Certifications (see Attachment D to this RFP)

Tab 2 Vendor Qualifications

Sub-Tab 2a. Required Vendor Qualifications and Experience

Sub-Tab 2b. Staff Experience and Capabilities

Tab 3 Administrative Structures—Proposed Work Plan

Sub-Tab 3a. Summary Overview

Sub-Tab 3b. Proposed Time Line of Significant Target Dates

Sub-Tab 3c. Status Reporting Procedure

Sub-Tab 3d. Organizational Chart

Sub-Tab 3e. Project Plans

Sub-Tab 3f. Claims Adjudication & Rebates Process Illustration

Tab 4 Scope of Work

Sub-Tab 4a. Work Component A

Sub-Tab 4b. Work Component B

Sub-Tab 4c. Work Component C

(Etc.)

Tab 5 Subcontractor Identification and Participation Information (as needed)

Tab 6 Request for Taxpayer Identification, W-9 Form

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 Proposal is to be submitted in the sealed envelope containing the hardcopy Cost Proposal. One document may, at vendor option, be excepted from the electronic technical proposal version: the “Request for Taxpayer Identification, Form W-9” (Attachment E), which is to be signed by the vendor and submitted with the paper copies of the technical proposal. The requested CDs will be used by ODJFS for storage/archiving purposes only.

A. Technical Proposal

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 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. All prohibited cost information must be submitted with the separate, sealed project budget. 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. Should a vendor determine to include any documents containing such 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. Required Vendor Information & Certifications (Tab 1)

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

2. Vendor Qualifications (Tab 2)

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

In this section, the vendor must, at minimum, demonstrate or provide necessary evidence for the required qualifications as specified in Section 2.2 A, Required

Vendor Qualifications and Experience, and licensure of the mail order component as required by Section 2.3 F.

The vendor should include information on the background of the firm; including any subcontractors; and any prior experience relevant to this RFP. Additionally, this section of the vendor's proposal must fully address the Required Vendor Qualifications established in Section 2.2 A of this RFP, and must contain copies of any documents required in that section (resumes, sample products, financial documents, etc.).

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

Under this section the vendor is required to include resumes, education, and experience of the Project Manager, Account Manager, two (2) licensed pharmacists, an information technology manager, and all key personnel for this project (including any subcontractors) as described in Section 2.2 B, and should specifically list their qualifications and experience in the areas described in Section 2.3 (Scope of Work) of this RFP. Note: In the event that the vendor's proposed Account Manager and the proposed Project Manager are the same individual, the information provided on that one individual must clearly demonstrate how that individual is qualified to perform the duties and responsibilities of both project roles.

In order to achieve at least a "meets" on related evaluation criteria, documents must clearly demonstrate how the proposed staff person meets all requirements for the Best Rx Program.

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

This section should describe in detail (in the order as outlined, Sub-tabs 3a through 3f) the vendor's administrative structures as specified in Section 2.6, Administrative Structures—Proposed Work Plan of this RFP.

4. **Scope of Work (Tab 4)**

This section should describe and explain in detail how the vendor proposes to address each of the components of the scope of work of this RFP. **It is not sufficient only to merely affirm and repeat the specifications described in the Scope of Work; vendors must demonstrate how each component will be performed, and include information on the number and type of staff will be used.** Examples are encouraged, and in some cases required. Vendors should place their responses for each scope of work component (e.g., 2.3, A through 2.3, L) behind separate sub-tabs (Sub-tabs 4a through 4l) as described above. These detailed descriptions must also address how the vendor would achieve the mandatory completion time frames and comply with deliverable review requirements as specified in Section 2.4, and in Section 2.5, Work Products and Activities Requiring Formal ODJFS Review and Approval.

5. **Subcontractor Identification and Participation Information (Tab 5)**

If the vendor proposes to use any subcontractor(s) for the performance of some portion of the work, the vendor must provide subcontractor information in this section of the proposal. At minimum, this section must contain a commitment letter from each proposed subcontractor, signed by a legally authorized representative of that subcontractor, providing information as required in Section 3.9 of this RFP.

If the primary vendor submitting the proposal intends, if awarded the contract expected to result from this RFP, not to use the services of any subcontractors, a statement to that effect should be presented in Tab 5 of the proposal.

6. Request for Taxpayer Identification, W-9 Form (Tab 6)

The vendor must attach this form, which is provided as Attachment E to this RFP, completed with an original signature in blue ink.

B. Cost Proposal

Three (one signed original and two copies) copies of the Cost Proposal must be submitted in a separate, sealed envelope, and labeled: **“NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR Ohio’s Best Rx Program Administrator, RFP#: R-05-17-1192 SUBMITTED BY [VENDOR’S NAME HERE]”** and containing the respective Cost Proposal CD-ROM. The above Technical Proposal must not contain costs information, or the entire proposal will be disqualified from further consideration.

The Cost Proposal **must** be presented using RFP Attachment C, Cost Proposal Form (either the entire Attachment C printed directly from the RFP and completed, or the vendor’s full, accurate, and precisely replicated set of tables as provided in Attachment C, then completed with vendor’s prices). It is mandatory that cost proposals contain the complete set of cost proposal tables. **VARIATION FROM THIS MANDATORY STRUCTURE FOR PRESENTATION OF VENDOR PROPOSED PROJECT PRICE MAY RESULT IN THE DISQUALIFICATION OF THE VENDOR.**

At the vendor’s discretion, explanatory or supporting documents related to the prices proposed may be included in the cost proposal as well, but ODJFS will base its vendor selection, and its payments to the selected Administrator, strictly on the information provided by the vendor on the mandatory cost proposal tables (*i.e.*, Tables I and II).

C. IMPORTANT – VENDOR DISQUALIFIERS FOR PROPOSAL ERRORS:

- Any vendor’s Technical Proposal found to contain any cost information, except for the mail order discount percentage discussed in section 2.3, F of this RFP, 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 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 3.5 of this RFP) found anywhere in a vendor's proposal shall result in immediate disqualification of that vendor's proposal.

SECTION V. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

5.1 Scoring of Proposals

ODJFS intends to enter into a contract with the 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 Committee (PRC), comprised of staff from ODJFS. Vendors should not assume that the review members are familiar with any past work provided to ODJFS or with the general industry that is the subject of this RFP. Proposals containing such assumptions, or those that are poorly organized, are insufficiently proof-read, lack sufficient detail, or contain excessive self-promotional claims will receive reduced scores. PRC 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 vendor selection process.

Final selection of the vendor will be based upon the criteria specified in Sections II, III, and IV of this RFP. Any proposals not meeting the requirements contained in Sections II, III and IV of this RFP will not be scored or may be held pending receipt of required clarifications. The PRC reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The review committee may waive minor defects that are not material when no prejudice will result to the rights of any vendor or to the public. In any calculation of scores that require assignment of points based upon percentages, all scores resulting from such calculations that are not whole numbers will be rounded up to the next whole number.

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.**

1. Was the proposal received by the deadline as specified in Sections 1.6 and 4.1?
2. Does the vendor submit six (6) copies of their Technical Proposal along with their Cost Proposal (in a separate sealed envelope) labeled: **“NOTE: DO NOT OPEN.**

COST PROPOSAL ENCLOSED FOR Ohio’s Best Rx Program Administrator - RFP #: R-05-17-1192 FROM (VENDOR’S NAME)’’?

3. Does the vendor’s proposal include all required affirmative statements and certifications, signed by the vendor’s responsible representative, as described in Attachment D to the RFP?
4. Included in those certifications, does the vendor state that it is not excluded from entering into a contract with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or R.C. section 9.24?
5. Does ODJFS’ review of the Auditor of State website verify that the vendor is not excluded from contracting with ODJFS by R.C. section 9.24 for an unresolved finding for recovery? (To clarify this double negative, a vendor’s proposal will be eliminated from further consideration if its name appears on the Auditor’s website as having an unresolved finding for recovery.)

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

The PRC 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 II, III, and IV of this RFP. Using the score sheet for Phase II scoring (see Attachment B of this RFP for specific evaluation criteria), the PRC will read, review, discuss and reach consensus on the final technical score for each qualifying technical proposal.

A maximum of **760** points will be awarded for the Technical Proposal. A technical proposal must achieve a total of at least **608** points (indicating a proposal that is adequate or 80% of the maximum allowable points) out of the possible **760** 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.

Most Phase II technical proposal evaluation criteria, except for the evaluation of mail order discounts offered by each proposal or as otherwise indicated on the Technical Proposal Scoring Sheet (Attachment B), will be scored according to the following scale, based on a proposed plan’s ability to meet ODJFS needs. The Technical Proposal Score Sheet (see Attachment B) uses the following point values for rating each requirement.

0	5	8	10
Does Not Meet Requirement	Partially Meets	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: 5**

“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**

Scoring of Mail Order Discount Percentages

A total of forty (40) points are available to vendors for the percentage discount offered in the mail order option (see, Section 2.3, F above). Seventy percent (70%) of those points (*i.e.*, 28 points) are available for discounts to be delivered for brand name drugs and thirty percent (30%) of those points (*i.e.*, 12 points) are available for discounts to be delivered for generic drugs. Points will be assigned as follows:

ODJFS will compare the discount percentages offered by all vendors separately in the categories of brand name drugs and generic drugs. The procedure that follows will be repeated for each category of prescription drugs (*i.e.*, brand name and generic) with separate point totals for each vendor being assigned in each category. The highest offered percentage discount shall get 100% of the points available. The ODJFS Proposal Review Committee (PRC) will then subtract from the highest percentage discount offered the remaining proposals' percentage discounts to determine each proposals difference below the highest percentage proposal. Each proposal's difference below the highest discount percentage, will in turn be divided by the highest discount percentage to determine the percentage of difference between the highest proposed discount percentage and the rest of the vendors' proposed discount percentages. Those percentages will be subtracted from 100%. The result will be the percentage of the 28 (for brand name) and 12 (for generics) possible technical points for the proposed discounted mail order percentage to be assigned to each vendor's proposal in each category.

IMPORTANT: Before submitting a proposal to ODJFS in response to this RFP, vendors are strongly encouraged to use the Technical Proposal Score Sheet (Attachment B) 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.

NOTE: It is in the best interest of ODJFS and the state of Ohio that otherwise viable proposals not be disqualified for non-substantive technicalities or miscommunications. Therefore, ODJFS reserves the right to seek clarifications from any or all vendors regarding any statements made in vendor technical or cost proposals, regarding a vendor's intended meaning or omissions of information, when no prejudice will result to the rights of any vendor or to the public by ODJFS attempts to obtain such clarification. ODJFS may seek such clarifications in either verbal or written form, but if ODJFS requests such clarifications verbally, the vendor will be required to submit a written statement summarizing and

affirming its response immediately following that conversation. Any such requests for clarification when initiated by ODJFS, and vendors' verbal or written response to those requests, shall not be considered a violation of the communications prohibition contained in Section 1.9 of this RFP. Such communications are expressly permitted when initiated by ODJFS, but are at the sole discretion of ODJFS.

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

The Cost Proposals will be reviewed by the PRC and scored pursuant to the detailed process laid out in the Cost Proposal Form and Instruction found in Attachment C to this RFP. In general, there are 350 total points available for cost: 75 of those points are associated with the vendor's Project Implementation Deliverable price, and 275 of those points are associated with the vendor's Best Rx Administration price.

After the determination of vendor's score by the scoring process described in this section and by the Technical Proposal Score Sheet (Attachment B to this RFP) 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 B, for calculation of the winning score. 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.

5.2 Final Selection

The grand total of each vendor's Cost Proposal score is added to that vendor's final Technical Proposal score. This sum will be the final aggregate score for the vendor's proposal. The vendors' proposals will then be ranked with the highest final aggregate score being the first proposal and the lowest final aggregate score being the last. The vendor's proposals will then be evaluated for compliance with the Non-Domestic Work Limitations found in section 3.17 of this RFP, and the process found therein for considering the proposals will be followed. Once that process is completed, two or more vendors with the highest remaining final aggregate scores may be selected for interviews.

5.3 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. In the unlikely event that two or more proposals are exactly equal in both the final aggregate score, as well as in the component technical and cost scores, then the recommended vendor will be selected by a random process (such as a coin flip or blind draw) conducted in the presence of all vendors so tied.

SECTION VI. PROTEST PROCEDURE

6.1 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 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 1.6, Anticipated Procurement Time Table, 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 tenth (10th) business day after the issuance of the Letter of Intent to Award the contract.

- 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 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
Office of Legal Services
Ohio Department of Job and Family Services

30 East Broad Street, 31st Floor
Columbus, Ohio 43215-3414

- 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 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.

6.2 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.

Finally, ODJFS is under no obligation to issue a contract as a result of this solicitation if, in the sole discretion of ODJFS' Director, the contract would not be in the best interest of the State of Ohio or ODJFS.

SECTION VII. ATTACHMENTS

- A. **ODJFS Model Contract** (*Provided for vendor reference only – refer to Section 3.6 B.*)
- B. **Technical Proposal Evaluation Form/Score Sheet** (*Provided for vendor reference and proposal self-review purposes.*)
- C. **Cost Proposal Form** – *must be completed and returned in the sealed Cost Proposal envelope.*
- D. **Required Vendor Information and Certifications** – *must be completed, original signed in blue ink, and returned as Tab 1 of the Technical Proposal.*
- E. **Request for Taxpayer Identification Number (W-9 Form)** - *must be completed, original signed in blue ink, and returned as Tab 6 of their Technical Proposal.*

Thank you for your interest in this project.

ODJFS RFP #R-05-17-1192
Attachment A – Model Contract

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

C-05-XX-XXXX

This Contract is entered into by and between the State of Ohio, Department of Job and Family Services (hereinafter "ODJFS") and _____ (hereinafter "CONTRACTOR").

RECITALS:

- A. ODJFS issued a Request for Proposal (hereinafter "RFP") numbered R-__-__-____ and dated _____, 200_.
- B. The ODJFS evaluation committee recommended for award the Proposal of CONTRACTOR dated _____, 200_, (hereinafter "Proposal").

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS CONTRACT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I: DELIVERABLES

- A. CONTRACTOR agrees to provide the following services, products, etc. (hereinafter "Deliverables") to ODJFS and will report to _____ who is the ODJFS Contract Manager:
- B. CONTRACTOR agrees to furnish its own support staff and services as necessary for the satisfactory performance of the work described in ARTICLE I, Section A, above.
- C. ODJFS may, from time to time as it deems appropriate, communicate specific instructions and requests to the CONTRACTOR concerning the performance of the work described in this Contract. Upon such notice and within ten (10) days after receipt of instruction, the CONTRACTOR agrees to comply with such instructions and fulfill such requests to the satisfaction of ODJFS. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Contract, and are not intended to amend or alter this Contract or any part thereof. All such instructions and requests will be communicated to the CONTRACTOR by the ODJFS Contract Manager. If the CONTRACTOR believes such instructions or requests would materially alter the terms of this Contract or compensation stated hereunder, CONTRACTOR shall notify the ODJFS Contract Manager pursuant to ARTICLE IV.
- D. CONTRACTOR shall consult with the ODJFS Contract Manager as necessary to assure comprehensive understanding of the work and satisfactory completion thereof.
- E. Ownership of Deliverables:
 - 1. Any Deliverable provided by the CONTRACTOR under this ARTICLE I and any item produced 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. The CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. The 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 general public unless ODJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.

2. The Deliverable(s) and any item(s) provided or produced pursuant to this Contract (collectively "Deliverables") shall be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. ODJFS is and shall be deemed the sole author of the Deliverable(s) and sole owner of all rights therein. If any portion of the Deliverable(s) is/are deemed not to be a "work made for hire," or if there are any rights in the Deliverable(s) not so conveyed to ODJFS, then CONTRACTOR agrees to and by executing this Contract hereby does assign to ODJFS all worldwide rights, title, and interest in and to the Deliverables. ODJFS acknowledges that its sole ownership of the Deliverable(s) under this Contract does not affect CONTRACTOR's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by CONTRACTOR prior to or as a result of this Contract or that are generally known and available.
3. If the CONTRACTOR wishes to include any of its own pre-existing, proprietary materials in any of the Deliverables under this Contract, it may do so only after requesting in writing such inclusion and obtaining written approval from ODJFS prior to including such pre-existing materials. ODJFS's approval of the inclusion of pre-existing, proprietary materials is predicated on the CONTRACTOR granting to ODJFS and the State of Ohio a worldwide, non-exclusive, royalty-free license to use, modify, sell, and otherwise distribute all such materials to be so included in the Deliverables under this Contract. Upon request by the CONTRACTOR, ODJFS will incorporate into any future copies of the Deliverables under this Contract any proprietary notice(s) the CONTRACTOR may reasonably require for any pre-existing, proprietary materials included in the Deliverables of this Contract. Any such proprietary notices shall be the minimum required by law so as not to be seen as an endorsement by ODJFS of or advertisement for the CONTRACTOR.
4. If the Deliverables of this Contract require the inclusion of third-party proprietary software or operating systems, such third-party software or operating systems must be commercially available to any person, entity, or State and must be considered "off-the-shelf" products with published (catalog/SKU) prices.
5. For computer software developed under this Contract or for proprietary software incorporated into the Deliverables pursuant to the terms of Paragraph 3 of this Section, copies of any source code, object code, documentation, and any other item necessary for the proper operation of a Deliverable (hereinafter "Operational Materials") under this Contract shall be given to ODJFS in conjunction with or prior to the invoicing for payment of any such Deliverable. CONTRACTOR shall include an affirmative statement with every invoice for payment that all applicable Operational Materials for the Deliverable included in that invoice have been delivered to ODJFS. ODJFS shall have no obligation to pay on an invoice until such time as necessary copies of Operational Materials are delivered and the affirmative written statement of the CONTRACTOR is obtained. All software shall conform to documentation.

ARTICLE II: TIME OF PERFORMANCE

- A. Upon approval by the Director of ODJFS and other appropriate agencies, this Contract is in effect from _____ 1, 2004, or upon execution (as defined in ARTICLE II, Section B), whichever is later, through June 30, 2005, unless this Contract is suspended or terminated pursuant to ARTICLE V prior to the termination date. This Contract may be renewed through June 30, 200_, upon satisfactory completion of Deliverable(s) due hereunder, appropriation by the General Assembly of funds for such, and at the sole discretion of ODJFS. ODJFS shall issue a notice to CONTRACTOR if ODJFS decides to renew this Contract. CONTRACTOR shall not obligate resources in anticipation of a renewal until such notice is provided.
- B. It is expressly understood by both ODJFS and the CONTRACTOR that this Contract shall not be valid and enforceable until the Director of the Office of Budget and Management first certifies, pursuant to section 126.07 of the Ohio Revised Code, that there is a balance in the appropriation not already obligated to pay existing obligations. The CONTRACTOR hereby expressly agrees to neither perform work nor submit an invoice for payment for work performed under this Contract for any time period prior to the ODJFS Contract

Manager notifying CONTRACTOR that the requirements of section 126.07 of the Ohio Revised Code have been met. CONTRACTOR further agrees to neither perform work nor submit an invoice for payment for work performed under this Contract for any time period after the termination date set forth in ARTICLE II, Section A above.

ARTICLE III: COMPENSATION

- A. CONTRACTOR will render detailed invoices in triplicate for the actual cost of work upon completion of Deliverable(s) according to the terms of ARTICLE I of this Contract and the CONTRACTOR's Proposal to: Ohio Department of Job and Family Services, Bureau of Accounts Payable, 30 East Broad Street, 38th Floor, Columbus 43215-3414. All such invoices must contain the following information:
1. CONTRACTOR's name (as it appears on the Contract and Purchase Order);
 2. CONTRACTOR's mailing address and, if applicable, a remit address;
 3. CONTRACTOR's invoice number and the date of the invoice;
 4. Amount and purpose of billing, including such detail as required per the compensation section of this Contract, deliverables completed, description of services rendered, hourly rates and numbers of hours, (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Contract;
 5. Contract number and date;
 6. Purchase order number; and
 7. Federal Tax ID Number or Social Security Number.
- B. In consideration of the Deliverables provided pursuant to ARTICLE I of this Contract, ODJFS agrees to pay compensation up to _____ and ___/100 Dollars (\$_____.) for State Fiscal Year ("SFY") 2004, and up to _____ and ___/100 Dollars (\$_____.) for SFY 2005. It is expressly understood by ODJFS and CONTRACTOR that the terms of this Contract do not allow total compensation in excess of _____ and ___/100 Dollars (\$_____.) for the Contract period as set forth in ARTICLE II. CONTRACTOR hereby waives the interest provisions of section 126.30 of the Ohio Revised Code.
- C. It is further understood by CONTRACTOR and ODJFS that the terms of this Contract, when combined with any other payments made to or open encumbrances with CONTRACTOR during the same state fiscal year, cannot establish compensation in excess of \$50,000.00 aggregate, unless prior approval of such contractual terms has been received from the State Controlling Board in accordance with section 127.16 of the Ohio Revised Code.
- D. Subject to the provisions of sections 126.07 and 131.33 of the Ohio Revised Code, which shall at all times govern this Contract, ODJFS represents: (1) that it has adequate funds to meet its obligations under this Contract; (2) that it intends to maintain this Contract for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and (3) that it will use its best effort to obtain the appropriation of any necessary funds during the term of this Contract. However, it is understood by CONTRACTOR that availability of funds is contingent on appropriations made by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding ODJFS for the payments due hereunder, this Contract is terminated as of the date funding expires without further obligation of the State of Ohio.
- E. It is further understood by CONTRACTOR that compensation under this Contract may be based in whole or in part upon funding sources external to the State of Ohio (e.g., federal funding). Should the external source of the funding be terminated or reduced for reasons beyond the control of ODJFS or the State of Ohio, this Contract shall terminate as of the date the funding expires without further obligation of the State of Ohio.
- F. CONTRACTOR expressly understands that ODJFS will not compensate CONTRACTOR for any work performed prior to the ODJFS Contract Manager notifying CONTRACTOR that the requirements of section 126.07 of the Ohio Revised Code have been met as set forth in ARTICLE II, Section B, and that ODJFS will not compensate CONTRACTOR for any work performed after the termination date set forth in ARTICLE II, Section A.

- G. ODJFS does not have the ability to compensate the CONTRACTOR for work performed under the Contract after the State of Ohio purchase order for the Contract has been closed. Therefore, the final invoice for compensation of work performed under this Contract must be received by ODJFS, per Section A of this ARTICLE III, not later than ninety (90) days after the date of termination of this Contract. Failure of the CONTRACTOR to submit the final invoice by this deadline shall be deemed a forfeiture by the CONTRACTOR of all remaining compensation pursuant to the Contract.

ARTICLE IV: NOTICES

- A. The Parties agree that, pursuant to ARTICLE I, Sections C and D, communication regarding the Deliverable(s), scope of work, invoice or billing questions, and other day-to-day instructions shall be between CONTRACTOR and the identified ODJFS Contract Manager.
- B. Notices to ODJFS sent by CONTRACTOR concerning changes to the CONTRACTOR's principal place of business, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE XI, and/or any other formal notice regarding this Contract shall be sent to: Deputy Director for Contracts, Ohio Department of Job and Family Services, Office of Contracts and Acquisitions, 30 East Broad Street, 31st Floor, Columbus, OH 43215-3414.
- C. Notices to CONTRACTOR sent by ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices required by this Contract shall be sent to: _____
- D. All notices in accordance with Sections B and C of this ARTICLE shall be in writing and shall be deemed to be given when received. Such notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE V: SUSPENSION AND TERMINATION; BREACH AND DEFAULT

- A. Notwithstanding other provisions in this ARTICLE V, 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.
- B. Notwithstanding ARTICLE V, Sections A or C, ODJFS may suspend or terminate this Contract immediately upon delivery of written notice to CONTRACTOR if ODJFS has discovered any illegal conduct on the part of CONTRACTOR, any violation of ARTICLE XI of the Contract, loss of funding as set forth in ARTICLE III, Sections D or E, or the filing of a petition in bankruptcy (or similar proceeding) by or against the CONTRACTOR.
- C. Except as provided in Sections A and B of this ARTICLE, after written notice from ODJFS of CONTRACTOR's breach of any of its obligations under this Contract, CONTRACTOR will have thirty (30) calendar days within which to cure any such breach, provided the breach is curable. If the CONTRACTOR fails to cure the breach within the thirty (30) calendar days after written notice or if the breach is not curable, ODJFS may then immediately suspend or terminate this Contract. ODJFS may also suspend or terminate this Contract in the case of breaches that are cured within thirty (30) calendar days, but that are persistent. For purposes of this Section, "persistent" means that ODJFS has notified the CONTRACTOR three (3) times in writing of the CONTRACTOR's failure to meet any of its contractual obligations. The three notices do not have to relate to the same obligation or type of failure. After the third notice, ODJFS may suspend or terminate this Contract without a cure period if the CONTRACTOR again fails to meet any contractual obligation. In 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. In such instances, ODJFS will include in its notice of breach the shorter period for cure that it deems appropriate.
- D. CONTRACTOR, upon receipt of notice of suspension or termination, agrees that it will cease work on the suspended or terminated activities under this Contract, suspend or terminate all subcontracts relating to such suspended or terminated activities, take all necessary and/or appropriate steps to limit disbursements and minimize cost, and furnish a report as of the date of receipt of notice of suspension or termination describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODJFS may require. Suspension, termination,

or expiration of this Contract will not limit the CONTRACTOR's continuing obligations with respect to Deliverables paid for by ODJFS before termination or limit ODJFS's rights in such Deliverables.

- E. In the event of suspension or termination under this ARTICLE V, CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, for the work performed prior to CONTRACTOR's receipt of notice of suspension or termination. Compensation will be calculated by ODJFS based on the compensation structure set forth in ARTICLE III, less any funds previously paid by or on behalf of ODJFS, or in the case of services for which the CONTRACTOR charges a flat rate, based on a reasonable percentage of the total services performed as determined by ODJFS, less any funds previously paid by or on behalf of ODJFS.
- F. 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 continue the project that is the subject of this Contract by utilizing another contractor on such commercially reasonable terms as ODJFS and the covering contractor may agree. In such an instance, 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 is in addition to any other remedies available to ODJFS pursuant to this Contract.
- G. Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, ODJFS may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ODJFS retains the right to exercise all remedies hereinabove mentioned.
- H. If ODJFS or CONTRACTOR fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by ODJFS is not effective unless it is in writing signed by the ODJFS Director.

ARTICLE VI: EQUAL EMPLOYMENT OPPORTUNITY

- A. In carrying out this Contract, the CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, sexual orientation, age, disability, or veteran status. The CONTRACTOR will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, gender, sexual orientation, age, disability, or veteran status. Such action includes, but is not limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship. CONTRACTOR certifies current and ongoing compliance with the Executive Order 11246 concerning Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by Department of Labor regulations found at 41 C.F.R. Chapter 60.
- B. The CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices stating that the CONTRACTOR complies with all applicable federal and state non-discrimination laws. The CONTRACTOR will incorporate the foregoing requirements of this Section in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR and in all of its contracts for any of the work prescribed in this Contract. CONTRACTOR will also require all of its subcontractors to incorporate such requirements in all subcontracts for any part of the work under this Contract.
- C. CONTRACTOR, its officers, employees, members, and subcontractors hereby certify current and ongoing compliance with the statutes and regulations pertaining to The American's with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

ARTICLE VII: RECORDS, DOCUMENTS AND INFORMATION

CONTRACTOR agrees that all records, documents, writings, or other information, whatever their form, produced by CONTRACTOR under this Contract, and all records, documents, writings, or other information used by CONTRACTOR in the performance of this Contract are treated according to the following terms:

- A. All ODJFS information which, under the laws of the State of Ohio or federal law, is classified as public or as private will be treated as such by CONTRACTOR. Where there is a question as to whether information is public or private, ODJFS will make the final determination.
- B. All CONTRACTOR information which is proprietary will be held strictly confidential by ODJFS. Proprietary information is information which, if made public, would put CONTRACTOR at a disadvantage in the marketplace and trade of which CONTRACTOR is a part. CONTRACTOR is responsible for notifying ODJFS of the nature of the information prior to its release to ODJFS. Failure to provide such prior notification is deemed to be a waiver of the proprietary nature of the information, and a waiver of any right of CONTRACTOR to proceed against ODJFS for violation of this Contract or of any proprietary or trade secret laws. Such failure shall also be deemed a waiver of trade secret protection in that the CONTRACTOR will have failed to make efforts that are reasonable under the circumstances to maintain the information's secrecy [see, section 1333.61(D)(2) of the Ohio Revised Code]. ODJFS reserves the right to require reasonable evidence of CONTRACTOR's assertion of the proprietary nature of any information to be provided. ODJFS will make the final determination as to whether any or all of the information identified by the CONTRACTOR is proprietary or is a trade secret.
- C. All records relating to costs, work performed, and supporting documentation for invoices submitted to ODJFS by CONTRACTOR along with copies of all Deliverables submitted to ODJFS pursuant to this Contract will be retained and made available by CONTRACTOR for audit by the State of Ohio (including but not limited to ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials) and by agencies of the United States government for a minimum of three (3) years after payment for work performed under this Contract. If an audit, litigation, or other action related to this Contract is initiated during this time period, CONTRACTOR shall retain such records until the action is concluded and all issues have been resolved or the three (3) years end, whichever is later. If appropriate, CONTRACTOR must comply with the requirements of the federal OMB Circular A-87, A-110, A-122, or A-133. CONTRACTOR acknowledges, in accordance with section 149.31 of the Ohio Revised Code, that financial records related to the performance of services under this Contract are presumptively deemed to be public records.
- D. CONTRACTOR agrees that it will not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. CONTRACTOR agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. The terms of this ARTICLE will be included in any subcontracts executed by the CONTRACTOR for work under this Contract. CONTRACTOR agrees that any data made available to CONTRACTOR by ODJFS shall be returned to ODJFS not later than ninety (90) days following the termination of this Contract, and CONTRACTOR shall certify that it retains no copies of source data. CONTRACTOR hereby agrees to current and ongoing compliance with 42 U.S.C. Sections 1320d through 1320d-8 and the implementing regulations found at 45 C.F.R. 164.502(e) and 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

ARTICLE VIII: INDEPENDENT CONTRACTOR

CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. CONTRACTOR also agrees that, as an independent contractor, CONTRACTOR assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. 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.

ARTICLE IX: LIMITATION OF LIABILITY; CONTRACTOR DUTIES

- A. CONTRACTOR agrees to hold ODJFS, any official or employee of ODJFS acting in his or her official capacity, and the State of Ohio harmless from any and all claims for personal injury resulting from activities in furtherance of the work hereunder.
- B. ODJFS's liability, whether in contract or in tort, may not exceed the total amount of compensation payable to CONTRACTOR under ARTICLE III or the amount of direct damages incurred by CONTRACTOR, whichever is less. The CONTRACTOR's sole and exclusive remedy for ODJFS's failure to perform under this Contract is an action in the Ohio Court of Claims, pursuant to Chapter 2743 of the Ohio Revised Code, and subject to the limitations set forth in this ARTICLE IX. IN NO EVENT IS ODJFS 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. 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 information along with all reasonable cooperation for the defense of same. 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. CONTRACTOR will not permit any lien or claim to be filed or prosecuted against the State of Ohio or ODJFS on account of any labor, services, or materials furnished to CONTRACTOR by any entity in connection with this Contract. Should any such claims become due, the proper officer(s) representing ODJFS may, but is/are not obligated to, pay such claims to the entity furnishing the labor or services and charge the amount of the payment against funds due or to become due to CONTRACTOR pursuant to this Contract.
- E. Neither party shall 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 shall 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 by reason of 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 the CONTRACTOR's subcontractor(s) shall be considered controllable by the CONTRACTOR, except for third-party manufacturers supplying commercial items and over whom the CONTRACTOR has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.

ARTICLE X: AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between the parties with respect to all matters herein. This Contract may be amended only by a writing signed by both parties; however, it is agreed by the parties that any amendment(s) to laws or regulations cited herein will result in the correlative modification of this Contract, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Contract will be incorporated into this Contract by written amendment signed by both parties and will be effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Contract is prospective in nature.

- B. CONTRACTOR agrees that it will neither assign any obligation or interest (including subcontracts) in this Contract nor transfer any obligation or interest in the same (whether by assignment or novation) without the prior written approval of ODJFS and subject to such conditions and provisions as ODJFS may deem necessary. Any such approval by ODJFS of an assignment will not be deemed in any event or in any manner to provide for the incurrence of any obligation by ODJFS in excess of the total agreed-upon compensation of this Contract.

ARTICLE XI: SPECIAL CERTIFICATION MADE BY CONTRACTOR

By executing this Contract, CONTRACTOR certifies and affirmatively represents current compliance and agrees to continued compliance with each condition listed in this ARTICLE XI. The CONTRACTOR's certification and affirmation of compliance with each of these conditions are considered to be material representations of fact upon which ODJFS relied in entering into this Contract.

- A. If, at any time, the CONTRACTOR is not in compliance with the conditions certified and affirmed in this ARTICLE XI, Section A, ODJFS will consider the contract *void ab initio* and deliver written notice to the CONTRACTOR. Any funds paid by the State for work performed before the CONTRACTOR was notified that the Contract was considered *void ab initio* shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the State for recovery of said funds.
1. CONTRACTOR certifies that neither CONTRACTOR, nor any principal of CONTRACTOR is presently 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, 45 CFR Part 76, or other applicable statutes or regulations.
 2. CONTRACTOR certifies that CONTRACTOR is not on the list established by the Ohio Secretary of State, pursuant to Section 121.23 of the Ohio Revised Code that identifies CONTRACTOR as having more than one unfair labor practice contempt of court finding.
 3. CONTRACTOR certifies that CONTRACTOR is not subject to a finding for recovery under Ohio Revised Code Section 9.24, or it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section to contract with the State of Ohio.
 4. CONTRACTOR certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period Contractor becomes disqualified from conducting business in Ohio, for whatever reason, CONTRACTOR must immediately notify ODJFS of the disqualification, and CONTRACTOR will immediately cease performance of its obligation hereunder.
- B. If, at any time, the CONTRACTOR is not in compliance with the conditions certified and affirmed in this ARTICLE XI, Section B, ODJFS may immediately suspend or terminate this Contract and deliver written notice to the CONTRACTOR. CONTRACTOR will be subject to all provisions in the Contract pertaining to termination for any reason except for termination at will pursuant to ARTICLE V, Section A or termination for loss of funding pursuant to ARTICLE V, Section B, all such provisions being as stated in ARTICLE V. CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time the CONTRACTOR was in compliance with the provisions of ARTICLE XI, Section B. Compensation will be calculated by ODJFS utilizing the same methodology as described in ARTICLE V, Section E. Any funds paid by the State for work performed during a period when the CONTRACTOR was not in compliance with ARTICLE XI, Section B shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the State for recovery of said funds.
1. CONTRACTOR, along with the officers, members, and employees of the CONTRACTOR, have no interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree the discharge and fulfillment of its, his, or her functions and responsibilities under this Contract. CONTRACTOR agrees to periodically inquire of its officers, members, and employees concerning such interests. Any person who acquires an incompatible, compromising, or conflicting personal or business interest shall immediately disclose his or her

interest to ODJFS in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless ODJFS shall determine that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. The written disclosure of such interest shall be made to Chief Legal Counsel, Ohio Department of Job and Family Services, 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414.

2. CONTRACTOR agrees to refrain from promising or giving to any ODJFS employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. CONTRACTOR also agrees that it will not solicit an ODJFS employee to violate any ODJFS rule or policy relating to the conduct of contracting parties or to violate sections 102.03, 102.04, 2921.42 of the Ohio Revised Code. CONTRACTOR, its officers, members and employees are in compliance with section 102.04 of the Ohio Revised Code and, that if it is required to file a statement pursuant to 102.04(D)(2) of the Ohio Revised Code, CONTRACTOR has filed the statement with the ODJFS Chief Legal Counsel in addition to any other required filings.
 3. By executing this Contract, CONTRACTOR certifies that no party listed or described in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code who was actually in such a position at the time of the contribution, has made, as an individual, within the two previous calendar years, one or more contributions in excess of one thousand dollars (\$1,000.00) to the present Governor or to the governor's campaign committee during any time he/she was a candidate for office. Ohio Revised Code 3517.13 Sections (I) and (J) do not apply to professional associations organized under Chapter 1785 of the Ohio Revised Code.
 4. No federal funds paid to CONTRACTOR through this or any other agreement with ODJFS will be or have been used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement, or loan. CONTRACTOR further certifies compliance with the lobbying restrictions contained in Section 1352, Title 31 of the U.S. Code, Section 319 of Public Law 101-121, and federal regulations issued pursuant thereto and contained in 29 C.F.R. Part 93, 45 C.F.R. Part 93, and Federal Register, Vol. 55, No. 38, February 26, 1990, pages 6735-6756. If this Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), CONTRACTOR has executed the Disclosure of Lobbying Activities, Standard Form LLL, if required by federal regulation.
 5. CONTRACTOR is in compliance with the executive agency lobbying requirements of sections 121.60 to 121.69 of the Ohio Revised Code.
 6. CONTRACTOR agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that the CONTRACTOR and the employees of the CONTRACTOR meet child support obligations established under state or federal law. Further, by executing this Contract, CONTRACTOR certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in Chapters 3119, 3121, 3123, and 3125 of the Ohio Revised Code.
 7. 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 Chapter 5101 or 5107 of the Ohio Revised Code.
 8. 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 regarding a drug-free workplace. The CONTRACTOR will make a good faith effort to ensure that all CONTRACTOR officers, employees, members, and subcontractors will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- C. If any of the information pertaining to Article XI, Sections A and B changes after the Contract has been signed the CONTRACTOR is required to report such changes immediately to ODJFS in writing to the address listed for notice in Article IV, Section B.

ARTICLE XII: CONSTRUCTION

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Contract be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Contract impossible. Should the removal of such an unenforceable provision render the intended performance under this Contract difficult or nonsensical, but not impossible, the parties shall negotiate in good faith replacement provision(s) in keeping with the objectives of the Contract and the budgetary and statutory constraints of ODJFS.

ARTICLE XIII: INCORPORATION BY REFERENCE

The Request for Proposal document and the Proposal (*i.e.*, the technical and cost proposals) of the CONTRACTOR are hereby incorporated by reference as part of this Contract having the full force and effect as if specifically restated herein. In the event of any inconsistency or ambiguity between the provisions of the RFP, the Proposal or this Contract, the provisions of this Contract shall be determinative of the obligations of the parties. In the event that the Contract is silent with respect to any inconsistency or ambiguity between the RFP and the Proposal, the RFP shall be determinative in the obligations of the parties. In the event that a dispute arises which is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve the dispute in keeping with the objectives of the Contract and the budgetary and statutory constraints of ODJFS.

SIGNATURE PAGE FOLLOWS

Remainder of Page Intentionally Left Blank

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Contract as of the date of the signature of the Director of the Ohio Department of Job and Family Services.

Signature (Blue Ink Please)

THOMAS J. HAYES, Director
Ohio Department of Job and Family Services

Printed Name

Date

Date

Federal Tax ID or Social Security Number

Address

Address

City, State, Zip

ODJFS RFP # R-05-17-1192
ATTACHMENT B
Technical Proposal Score Sheet

PHASE I: Initial Qualifying Criteria

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

ITEM	PROPOSAL ACCEPTANCE CRITERIA Any “NO” answer will disqualify the proposal.	RFP Section Reference	YES	NO
1	Was the vendor’s proposal received by the deadline as specified in the RFP?	1.6 4.1		
2	Did the vendor submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal?	4.1 4.2 B		
3	Vendor’s proposal includes all required affirmative statements and certifications, signed by the vendor’s responsible representative, as described in Attachment D to the RFP?	4.2 A. 1 Attach. D (Tab 1)		
4	Included in those certifications, the vendor states that it is not excluded from entering into a contract with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or R.C. § 9.24.	3.15 Attach. D (Tab 1)		
5	ODJFS’ review of the Auditor of State website verifies that the vendor is not excluded from contracting with ODJFS by R.C. § 9.24 for an unresolved finding for recovery.	3.15 Attach. D (Tab 1)		

PHASE II: Criteria for Scoring of Technical Proposal

Qualifying technical proposals (*i.e.*, those not disqualified in Phase I, above) will be collectively evaluated by a Proposal Review Committee (PRC) appointed by ODJFS. Phase II consists of both mandatory criteria and scored evaluation criteria.

Included within the Phase II technical proposal scoring phase, eight (8) mandatory criteria are identified. These mandatory criteria are evaluated on a “pass/fail” basis during an initial review by the PRC of the technical proposals. Any proposal determined to fail any mandatory criterion will be disqualified at that point from further consideration by ODJFS. A disqualified proposal will not have its evaluation criteria scored nor will its corresponding cost proposal be opened.

Each technical proposal that passes all of the mandatory criteria will have its evaluation criteria scored by the PRC. For each of the evaluation criteria given in the following score sheet, the PRC will collectively judge whether the technical proposal “exceeds,” “meets,” “partially meets” or “does not meet” the requirements expressed in the RFP, keeping in mind the overall objectives of the Best Rx Program, and assign the appropriate point values, as follows:

0	5	8	10
Does Not Meet Requirement	Partially Meets Requirement	Meets Requirement	Exceeds Requirement

The evaluation criteria will be weighted according to the weights assigned in the scoring chart. The Final Score for any criterion will be the weight multiplied by the point value assigned and will be recorded in the last column of the scoring chart.

A technical proposal's grand total Phase II score will be the sum of the final scores for each of the evaluation criteria. The PRC will collectively score each individual qualifying technical proposal. Technical proposals that do not meet or exceed a total score of at least **608** points out of a maximum of **760** points, will be disqualified from further consideration, and the corresponding cost proposals will neither be opened nor considered. Only those vendors whose Technical Proposals meet all Phase II additional mandatory criteria **and** that meet or exceed the minimum required technical points will advance to Phase III, which is the evaluation of cost proposals.

Item #	PASS/FAIL MANDATORY CRITERIA	RFP §§ REF.	Does Not Meet	Meets	
1	Vendor provided a discussion of how it proposes to fulfill ODJFS program needs and objectives for the <u>Marketing and Outreach</u> component of Best Rx.	1.4 1.5 2.3 A 4.2 A 4 Tab 4a	NO	YES	DISQUALIFY or CONTINUE?
2	Vendor provided a discussion of how it proposes to fulfill ODJFS program needs and objectives for the <u>Applications, Eligibility Determination, and Card Issuance</u> component of Best Rx.	1.4 1.5 2.3 B 4.2 A 4 Tab 4b	NO	YES	DISQUALIFY or CONTINUE?
3	Vendor provided a discussion of how it proposes to fulfill ODJFS program needs and objectives for the <u>Pharmacy Participation</u> component of Best Rx.	1.4 1.5 2.3 C 4.2 A 4 Tab 4c	NO	YES	DISQUALIFY or CONTINUE?
4	Vendor provided a discussion of how it proposes to fulfill ODJFS program needs and objectives for the <u>Claims Adjudication</u> , including <u>Rebates</u> , component of Best Rx.	1.4 1.5 2.3 D & E 4.2 A 4 Tabs 4d & 4e	NO	YES	DISQUALIFY or CONTINUE?
5	Vendor provided a discussion of how it proposes to fulfill ODJFS program needs and objectives for the <u>Mail Order</u> component of Best Rx.	1.4 1.5 2.3 F 4.2 A 4 Tab 4f	NO	YES	DISQUALIFY or CONTINUE?
6	Vendor provided a discussion of how it proposes to fulfill ODJFS program needs and objectives for the <u>Pharmacy & Participant Services (including call centers)</u> component of Best Rx.	1.4 1.5 2.3 H 4.2 A 4 Tab 4h	NO	YES	DISQUALIFY or CONTINUE?
7	Has the Vendor proposed its <u>Call Center(s)</u> to be located in the United States?	2.3 H 3.17	NO	YES	DISQUALIFY or CONTINUE?
8	Has the Vendor proposed its <u>Mail Order Fulfillment Operations</u> to be located within the United States?	2.3 F 3.17	NO	YES	DISQUALIFY or CONTINUE?

Every technical proposal that is not disqualified at this point will have its evaluation criteria scored according to the evaluation criteria that follow.

EVALUATION CRITERIA		RFP §§ / Tab #s	Weight	Does Not Meet 0	Partially Meets 5	Meets 8	Exceeds 10	Final Score (wgt x pts)
VENDOR QUALIFICATIONS		Tab 2						
Required Vendor Qualifications & Experience		Tab 2a						
1	Vendor demonstrates experience of at least 2 years in adjudication and processing of pharmacy point-of-sale claims.	2.2 A 1	1.0x					
2	Vendor demonstrates experience of at least two years in accepting applications, determining eligibility, and tracking individual enrollment.	2.2 A 1	1.0x					
3	Vendor demonstrates experience of at least 2 years in maintaining a large pharmacy network and establishing provider relations.	2.2 A 1	1.0x					
4	Vendor demonstrates experience of at least 2 years in administering home delivery through mail order services.	2.2 A 1	1.0x					
5	Vendor demonstrates experience in serving memberships of at least 500,000 lives.	2.2 A 2	1.0x					
6	Vendor demonstrates experience in processing at least one million transactions per year.	2.2 A 3	1.0x					
7	Vendor demonstrates financial stability and business integrity.	2.2 A 4	1.0x					
8	Vendor provides at least two examples (with names and contact information provided) of similar programs for which vendor was responsible in the last five years, at least one of which is still operating.	2.2 A 5 & A 6	1.0x					
9	Vendor provides at least two examples (at least one of which is still operating) of programs for which vendor (or its subcontractor) administered mail order prescription fulfillment services.	2.2 A 7	1.0x					
Staff Experience & Capabilities		Tab 2b						
10	Vendor identifies key project staff (at minimum, project manager, account manager, two licensed pharmacists, & an IT manager) by name and position.	2.2 B 2.3 L 4.2 A2b	1.0x					
11	Vendor provides profile and curriculum vitae for project manager (may be same individual as account manager), or position description & requirements for hiring for project mgr. position, and those documents indicate appropriate or exceptional experience &/or expertise for this role w/in the project (or- indicate appropriate or exceptional quality of PD & hiring requirements).	2.2 B 4.2 A2b	1.0x					
12	Vendor provides profile and curriculum vitae for account manager (may be same individual as project manager), or position description & requirements for hiring for account mgr. position, and those documents indicate appropriate or exceptional experience &/or expertise for this role w/in the project (or- indicate appropriate or exceptional quality of PD & hiring requirements).	2.2 B 4.2 A2b	1.0x					
13	Vendor provides profile, proof of licensure, & curriculum vitae for two pharmacists, or position description & requirements for hiring these persons, and those documents indicate appropriate or exceptional experience &/or expertise for this role w/in the project (or- indicate appropriate or exceptional quality of PD & hiring requirements).	2.2 B 4.2 A2b	1.0x					

	EVALUATION CRITERIA	RFP §§ / Tab #s	Weight	Does Not Meet 0	Partially Meets 5	Meets 8	Exceeds 10	Final Score (wgt x pts)
14	Vendor provides profile and curriculum vitae for IT manager, or position description & requirements for hiring for IT mgr. position, and those documents indicate appropriate or exceptional experience &/or expertise for this role w/in the project (or- indicate appropriate or exceptional quality of PD & hiring requirements).	2.2 B 4.2 A2b	1.0x					
ADMINISTRATIVE STRUCTURES – PROPOSED WORK PLAN		Tab 3						
15	Vendor provides summary overview that addresses each objective stated in Section 1.5 B for the Administrator in such a way as to facilitate ODJFS' accomplishment of the Best Rx program objectives listed in Section 1.5 A.	2.6 A	1.0x					
16	Vendor provides proposed project timeline including, at minimum, required completion timeframes for all "Milestones" listed in 2.4 A.	2.6 B	1.0x					
17	Vendors provides status reporting procedure for reporting work completed and resolution of problems.	2.6 C	1.0x					
18	Vendor provides an organizational chart (including any subcontractors), specifies roles and responsibilities of key management and administrative personnel, and specifies percentage of time that each will devote to the project.	2.6 D	1.0x					
19	Vendor provides overall project plan (e.g., Gantt Chart, etc.) that includes each work component described in Sections 2.3 A through 2.3 L.	2.6 E	2.0x					
20	Vendor provides a Claims Adjudication & Rebates Process Illustration, showing process(es) that demonstrate vendor's commitment to program claims adjudication & rebates provisions	2.6 F 2.3 D & E	1.0x					
SCOPE OF WORK		Tab 4						
Marketing and Outreach		Tab 4a						
21	Vendor's description of strategies for initial outreach efforts to maximize program participation and benefits.	2.3 A 1.4	1.0x					
22	Vendor's description of strategies to address ongoing participant education.	2.3 A	1.0x					
23	Vendor's description of strategies to maximize provider participation and relations.	2.3 A	1.0x					
Applications, Eligibility Determination & Card Issuance		Tab 4b						
24	Vendor's explanation of how it would administer an efficient application process, compliant with ODJFS requirements and rules.	2.3 B 1.4	1.0x					
25	Vendor's explanation of how application process would be readily accessible and uncomplicated for potential applicants.	2.3 B 1.5 A	1.0x					
26	Vendor's overall explanation of how it would develop & implement an eligibility determination process, compliant with R.C. § 5110.05.	2.3 B	1.0x					
27	Vendor's explanation of how it would determine eligibility and notify applicants of the disposition within the time frames identified.	2.3 B	1.5x					

	EVALUATION CRITERIA	RFP §§ / Tab #s	Weight	Does Not Meet 0	Partially Meets 5	Meets 8	Exceeds 10	Final Score (wgt x pts)
28	Vendor's explanation of how it would produce, distribute, and manage cards at initial application, after reports of change of information, and re-application (if applicable).	2.3 B	1.0x					
29	Vendor's description of how the vendor would protect the confidentiality of applicant information per R.C. §§ 5110.58 & 5110.59.	2.3 B	1.0x					
30	Vendor's explanation of re-application process that at minimum provides for advanced notification, administrative simplicity, and minimization of potential participation disruptions.	2.3 B	1.5x					
31	Vendor's description of an example of a comparable eligibility determination process it has designed and conducted, including lessons learned from it.	2.3 B	1.0x					
	Pharmacy Participation	Tab 4c						
32	Vendor's discussion of strategies to recruit pharmacies to provide statewide coverage, particularly for rural & low-participation areas, in neighboring states, & elsewhere to ensure reasonable access for participants.	2.3 C	1.0x					
33	Vendor's discussion of strategies for pharmacy training and handbook development and distribution.	2.3 C	1.0x					
	Rebates	Tab 4d						
34	Vendor's description of its POS claims adjudication system database and how it will update rebate information as provided.	2.3 D 1.4	1.0x					
35	Vendor's description of process to generate and submit invoices to drug manufacturers for rebates owed, within ODJFS-specified time frames, and notify ODJFS when those invoices occur.	2.3 D	1.0x					
36	Vendor's description of how it would reconcile claims and rebates for integrity of Program and in support of manufacturer and pharmacy dispute resolution process.	2.3 D	1.0x					
37	Vendor's detailed discussion of the flow of price information, claims receipt and adjudication, rebate invoicing and payment, and administrative fees which will be inherent in the claims adjudication/rebates process.	2.3 D	1.0x					
	Claims Adjudication	Tab 4e						
38	Vendor's description of its process for accepting claims from pharmacies at POS, determination of participant and pharmacy enrollment, and information required for claim submission.	2.3 E	2.0x					
39	Vendor's description of its ability to accept and adjudicate online, POS claims via the majority of switching companies used by Ohio pharmacies.	2.3 E	1.0x					
40	Vendor's description of its process to determine applicable NDC-level pricing and rebates (if available) as of the date of claim submission, including how it will incorporate applicable reference elements.	2.3 E 1.4	1.0x					
41	Vendor's demonstration of its understanding of the overall calculations to be used in determining the ultimate price a Best Rx participant would pay for a drug at the POS, and how it would be required to communicate this information to pharmacies.	2.3 E 1.4	2.0x					

	EVALUATION CRITERIA	RFP §§ / Tab #s	Weight	Does Not Meet 0	Partially Meets 5	Meets 8	Exceeds 10	Final Score (wgt x pts)	
42	Vendor's description of its process to pay rebates to pharmacies, including the reconciliation of administrative fees collected by pharmacies on behalf of the Program, not later than two weeks after the rebate claim is received by the Administrator.	2.3 E 1.4	2.0x						
43	Vendor's detailed discussion of the flow of price information, claims receipt and adjudication, rebate invoicing and payment, and administrative fees which will be inherent in the claims adjudication/rebates process.	2.3 E	1.0x						
	Mail Order	Tab 4f							
44	Vendor's description of its processes to communicate mail order prices to participants, methods for acceptable payments, fulfillment of mail order prescriptions within 4 business days of receipt, and delivery to participants.	2.3 F 1.4	1.0x						
45	Vendor's mail order contingency plan.	2.3 F	1.0x						
46	Vendor's description of all quality control processes to ensure prescription accuracy, operational efficiency, drug integrity, receipt of orders, and handling of replacement drugs.	2.3 F	1.0x						
47	Vendor's plan for accurate, efficient, and thorough management of the mail order option, including a outline of methods/ procedures it will use to ensure correctly discounted mail order pricing will reflect the appropriate discount.	2.3 F	1.0x						
48	Score assigned for Vendor's Mail Order Discount Percentage applicable to brand name drugs.	2.3 F 5.1 B Att. C	(Maximum points available = 28. See, Attachment C.)					Vendor's Points =	
49	Score assigned for Vendor's Mail Order Discount Percentage applicable to generic drugs.	2.3 F 5.1 B Att. C	(Maximum points available = 12. See, Attachment C.)					Vendor's Points =	
	Website	Tab 4g							
50	Vendor's description of design and administration of the website to comply with ODJFS specifications for its content and operation.	2.3 G	1.0x						
51	Vendor's description of a comparable, successful effort.	2.3 G	1.0x						
	Participant and Pharmacy Services	Tab 4h							
52	Vendor's description of call center, Internet, fax and other services to manage participant and general program inquiries, including hours of operation and IVR operations.	2.3 H	2.0x						
53	Vendor's description of procedures for handling and tracking participant complaints, including escalation procedures for complaints.	2.3 H	1.0x						
54	Vendor's description of call center, Internet, fax and other services to manage pharmacy inquiries, including hours of operation and pharmacy enrollment processes.	2.3 H	2.0x						
55	Vendor's description of procedures for handling and tracking pharmacy complaints, including escalation procedures for complaints.	2.3 H	1.0x						
56	Vendor's description of examples of its similar efforts, including performance measures and outcomes.	2.3 H	1.0x						

	EVALUATION CRITERIA	RFP §§ / Tab #s	Weight	Does Not Meet 0	Partially Meets 5	Meets 8	Exceeds 10	Final Score (wgt x pts)
	Data Format, Exchange and Security	Tab 4i						
57	Vendor's description of database structure and processes of application and participant information, and the security of transmission of Best Rx data.	2.3 I 2.3 B	1.0x					
58	Vendor's detailed example of a comparable system for which it is/was responsible and the process it used to verify that system's performance.	2.3 I 2.3 B	1.0x					
	Trade Secrets, Confidentiality, & Records Preservation	Tab 4j						
59	Vendor's discussion of security systems to maintain the confidentiality of trade secret or other confidential Best Rx information in accordance with R.C. §§ 5110.55, 5110.56, 5110.57, 5110.58, and 5110.59 as applicable.	2.3 J	1.0x					
60	Vendor's discussion of security systems to maintain the confidentiality of Best Rx participant information in accordance with R.C. §§ 5110.55, 5110.56, 5110.57, 5110.58, and 5110.59 as applicable.	2.3 J	1.0x					
61	Vendor's discussion of detail how it would, if necessary, transfer program information to another Best Rx Program Administrator while maintaining confidentiality as described above.	2.3 J	1.0x					
	Reporting	Tab 4k						
62	Vendor's description of the processes and format of the required monthly reports, including discussion of access to data for ODJFS, <i>ad hoc</i> reports, etc.	2.3 K 2.3 I	1.0x					
63	Vendor's description of the processes and format of the required annual reports, including discussion of access to data for ODJFS, <i>ad hoc</i> reports, etc.	2.3 K 2.3 I	1.0x					
64	Vendor's examples of similar, current reports, & description of process to be used to assure that ODJFS can extract all program information as indicated.	2.3 K 2.3 I	1.0x					
	Account Management	Tab 4l						
65	Vendor's description of the authority invested in the Account Manager and the vendor's proposed physical location within Ohio.	2.3 L 3.16	1.0x					
	SUBCONTRACTOR IDENTIFICATION & PARTICIPATION INFORMATION	Tab 5						
66	Does the vendor propose to use any subcontractors? If no, does the proposal explicitly state that fact in Tab 5? If the vendor proposes to use any subcontractor, does the vendor include in Tab 5 properly signed letters of commitment, providing information listed in Section 3.9 from each?	3.9		<i>This set of requirements will not be scored. However, a commitment letter from each subcontractor proposed is required. This note serves as a reminder to provide this information in Tab 5.</i>				
	PROPOSAL ORGANIZATION							
67	The vendor has submitted a proposal which complies with the required organization of all project components in their respective tabs as specified in the RFP.	4.2 5.1	0.5x					
68	The vendor has submitted a proposal which has been thoroughly proof-read for spelling and grammatical errors.	5.1	0.5x					
69	The vendor has submitted a proposal which is free of assumptions and excessive self-promotional claims	5.1	0.25x					

GRAND TOTAL TECHNICAL SCORE (Sum of all Final Scores)		
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Note: The score earned on some criteria, when multiplied by the assigned weight for the criteria could result in a final score on some criteria that is not a whole number (e.g., earned score of **5** multiplied by the criterion weight of **0.5** would result in a final score for that criterion of **2.5**). In all cases, the actual criterion final score will be recorded, and no rounding to whole numbers will be done. In totaling a vendor's criteria final scores, the actual criteria final scores will be added (whole numbers and fractions); if the resulting sum of the criteria final scores includes any fractions, then to record the vendor's Grand Total Technical Score, fractions of less than one-half will be rounded **DOWN** to the next whole number, and fractions of one-half and above will be rounded **UP** to the next whole number.

Based upon the Grand Total Technical Score earned, does the Vendor's proposal proceed to the Phase III evaluation of its Cost Proposal? (Vendor's Grand Total Technical Score must be at least 608 points.)

Yes _____ No _____

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

RFP # R-05-17-1192

This document must be submitted in a separate, sealed envelope labeled:
ADo Not Open. Cost Proposal Enclosed for Ohio's Best Rx Program Administrator.®

ATTACHMENT C:
Cost Proposal Form and Instructions

General Instructions:

The Cost Proposal must be submitted in a separate, sealed, clearly marked envelope, in accordance with Section 4.1 of the RFP. That envelope must also contain the CD-ROM copy of the vendor's cost proposal.

Vendor Cost Proposal Contents: The vendor's cost proposal must contain the complete set of tables provided below (either this entire Attachment C printed directly from the RFP and completed, or the vendor's full, accurate, and precisely replicated set of tables, then completed with vendor's prices). These tables are the mandatory components of the cost proposal. **VARIATION FROM THIS MANDATORY STRUCTURE FOR PRESENTATION OF VENDOR PROPOSED PROJECT PRICE MAY RESULT IN THE DISQUALIFICATION OF THE VENDOR.**

At the vendor's discretion, explanatory or supporting documents related to the prices proposed may be included in the cost proposal as well, but ODJFS will base its vendor selection, and its payments to the selected Administrator, strictly on the information provided by the vendor on the mandatory cost proposal tables (*i.e.*, Tables I and II).

Vendor Cost Calculations and Presentation: Via the tables below, each vendor shall specify the price it proposes to ODJFS for its full completion of the entire Scope of Work and satisfactory accomplishment of the Project Objectives as described in this RFP. The selected vendor will be responsible for the satisfactory completion of the work described in this RFP, including all preparatory and intervening steps, whether or not ODJFS has explicitly specified or delineated them within the RFP. In developing its proposal, each vendor must fully and appropriately plan and cost out its proposed projects, including all necessary preparatory and intervening steps, whether specified in the RFP or not. The vendor's price is to be displayed to ODJFS through the mandatory combination of the firm, fixed-price deliverable of Project Implementation and per-service-unit pricing described in the tables of this cost proposal form.

ODJFS Payment Structure for Administrator Services:

For the Project Implementation Deliverable, which ODJFS will pay for only as a firm, fixed-price-deliverable, the vendor must use Table I to present its offered price. Once the selected Administrator has satisfactorily completed the deliverable, and ODJFS has fully approved it, the Administrator may then invoice for that deliverable price. The Project Implementation deliverable must be completed within the first ninety days following official notification from ODJFS that the purchase order is fully approved, and work may therefore begin.

For all the remaining Best Rx Program work, the vendor must use Part II tables to present unit-cost prices (based on volume-based pricing tiers) **that remain in effect from initiation of the Best Rx Program through SFYs 2005, 2006, and 2007 (*i.e.*, approx. August 2004 through June 30, 2007).** Based on the actual volume of claims paid in accordance with Best Rx processes, the Administrator may invoice ODJFS on a monthly basis for the number of **paid Best Rx claims** during the previous month, multiplied by the appropriate volume-based rate.

A "paid Best Rx claim," for purposes of vendor cost calculations and Administrator invoicing, shall be defined only as those claims paid under the Ohio's Best Rx program rules and procedures following either: **1)** their being submitted to the Administrator by a participating pharmacy for adjudication and the pharmacy fills that prescription as a Best Rx prescription collecting the appropriate Best Rx administrative fee (with each prescription so filled being a separate claim) or **2)** the fulfillment by the Administrator's mail order prescription fulfillment service of a prescription submitted by a Best Rx Program card-holder.

Pharmacists' claims or inquiries submitted to the Best Rx Administrator, which are then either not filled or which are processed for payment through any other program or means of payment (*e.g.*, the pharmacy's usual and customary price, the Golden Buckeye program, etc.) will **NOT** be considered a "paid Best Rx claim," and may not be included in the Administrator's invoices to ODJFS for payment of its services under the Contract.

Initial Contract and Potential Contract Renewal Periods:

For State Fiscal Year 2005 (Contract start date, 2004 to June 30, 2005)

(SFY 05 = original contract period)

For State Fiscal Year 2006 (July 1, 2005 - June 30, 2006)

For State Fiscal Year 2007 (July 1, 2006 - June 30, 2007)

(Biennium of SFY 06 & SFY 07 = 1st potential contract renewal period)

For State Fiscal Year 2008 (July 1, 2007 - June 30, 2008)

For State Fiscal Year 2009 (July 1, 2008 - June 30, 2009)

(Biennium of SFY 08 & SFY 09 = final potential contract renewal period under this RFP)

Vendor Cost Proposal Part I: Price for Project Implementation Deliverable

In **Table I**, below, vendors shall specify the total proposed price for performance of all activities and responsibilities related to the Project Implementation Deliverable, as described in RFP Section 2.4, Mandatory Project Milestones and Payable Deliverables. This deliverable will be paid by ODJFS one time only, on a firm-fixed-price basis following the Administrator's satisfactory completion of the work, full approval by ODJFS, and submission of a proper invoice. **The proposed price may not exceed \$250,000.00.**

Table I - SFY 05:

Price for Project Implementation Deliverable:	Deliverable Total Price – SFY 05 *
Deliverable Price	

* Use of the Project Implementation Deliverable Price in the Vendor Scoring and Selection Process:

ODJFS will compare the Project Implementation Deliverable prices offered by all vendors whose proposals enter Phase III of the Vendor Scoring and Selection Process. The lowest offered Project Implementation Deliverable cost shall receive 100% of the 75 points available for this deliverable. The ODJFS Proposal Review Committee (PRC) will then subtract the lowest cost from the remaining proposals' costs to determine the amount in excess the higher priced proposals have bid. Each proposal's price in excess of the lowest Project Implementation Deliverable price, will in turn be divided by the total of the lowest Project Implementation Deliverable price to determine the percentage of difference between the lowest proposed Project Implementation Deliverable price and the rest of the vendors' Project Implementation Deliverable prices. Those percentages will each be subtracted from 100%. The result will be the percentage of the 75 possible cost points for the Project Implementation Deliverable to be assigned to each cost proposal.

Vendor Cost Proposal Part II: Price for Best Rx Administration (Calculated per Paid Best Rx Claim, on Volume-Based Tiers)

Vendors are to calculate their total proposed costs for **the remainder of the work** to be performed by the selected Administrator (*e.g.*, the work not included in the Project Implementation deliverable), and to present the price in the unit costing structure of **price per paid Best Rx claim**.

Table II – Price for Best Rx Administration (Per paid Best Rx claim to be in effect for SFY 05, SFY 06, & SFY 07):

Price Per Paid Best Rx Claim according to volume tiers as follows:	Price Per Paid Best Rx Claim for SFYs Administration 05, 06, & 07
0 through 1,000,000 paid claims	
1,000,001 through 5,000,000 paidclaims	
5,000,001 paid claims and over	

TOTAL:	
** Averaged Per Paid Best Rx Claim Price: (Total above divided by three)	

NOTE: ODJFS may opt to renew the selected Administrator’s Contract for the Biennium of SFY 08 & SFY 09, (pending availability of needed funds, continued statutory authority to do so, satisfactory performance by the vendor, and at the discretion of ODJFS). However, vendors are **not** asked to project their per paid Best Rx claim price for the possible contract renewal period of SFY 08 – SFY 09. Prior to the end of SFY 07, and assuming ODJFS will exercise its options for the remaining biennium, the Administrator and ODJFS, perhaps with input from the Best Rx Program Council established by Am. Sub. H.B. 311, will conduct good faith negotiations to establish an appropriate price per paid Best Rx claim to be in effect for SFYs 08 & 09.

****** The sum of the vendor’s three volume-based tiered prices, averaged, will be the figure used by ODJFS in its assignment of cost points for the per paid Best Rx claim price.

ODJFS will compare the Best Rx Administration prices offered by all vendors whose proposals enter Phase III of the Vendor Scoring and Selection Process. The lowest offered Best Rx Administration cost shall get 100% of the 275 points available for this deliverable. The ODJFS Proposal Review Committee (PRC) will then subtract the lowest cost offered for this deliverable from the remaining proposals’ costs to determine the amount in excess the higher priced proposals are. Each proposal’s price in excess of the lowest Best Rx Administration price, will in turn be divided by the total of the lowest Best Rx Administration price to determine the percentage of difference between the lowest price proposed for this deliverable and the rest of the vendors’ proposed prices. That percentage will be subtracted from 100%. The result will be the percentage of the 275 possible cost points for the proposed Best Rx Administration price to be assigned to each cost proposal.

The tiers indicated in Table II above are based upon ongoing volumes of transactions that do not reset at any time. That is to say, once 5,000,001 claims have been paid under the Best Rx Program, the remaining paid claims will be paid for by ODJFS using the price per paid Best RX claim for the final tier for the remainder of the state fiscal years identified above. The passage into a new fiscal year does not “reset” the transactions to zero and does not permit the payment for such claims at the first tier rate.

Vendor Cost Proposal Part III: Final Cost Score

Each vendor’s score assigned in both cost categories above (*i.e.*, Price for Project Implementation Deliverable and Price for Best Rx Administration) will be added together to produce the vendor’s final cost score. The total Cost Proposal is worth up to 350 points toward vendors’ final aggregate score, with the cost offered by vendors for the performance of the Project Implementation Deliverable worth up to 75 of those points, and the Price for Best Rx Administration worth up to 275 points. The final cost score will be used in Phase III for calculation of the ultimate score for each vendor.

ODJFS RFP # R-05-17-1192
Attachment D

ODJFS Best Rx Program Administrator RFP # R-05-17-1192
ATTACHMENT D- 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 in the RFP &/or 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. Provide your completed and signed information and certifications as Tab 1 (see RFP Section IV) of the original proposal you submit to ODJFS.

Vendors must provide all information

1. ODJFS RFP #: <div style="text-align: right; margin-right: 20px;">R05-17-1192</div>	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 Federal Tax ID # or Social Security #: (this number MUST correspond with the name give in Item #3.)
5. Vendor Corporate Address:	6. Vendor Remittance Address: (or “same” if same as Item # 5)
7. Print or type information on the vendor representative/contact person <u>authorized to answer questions on the proposal\bid:</u> <div style="margin-left: 40px;"> Vendor Representative: Representative's Title: Address: Phone #: Fax #: E-Mail (if available): </div>	
8 Print or type the name of the vendor representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent (if these are not the same individual, provide the following information on each such representative and specify their function):.</u> <div style="margin-left: 40px;"> Vendor Representative: Representative's Title: Address: Phone #: Fax #: E-Mail (if available): </div>	

9. Mandatory Vendor Certifications:

ODJFS may not enter into contracts with any vendors who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. All vendors responding to this ODJFS RFP 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** _____ (the submitting 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 Unites 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** _____ (the submitting 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** _____ (the submitting 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.**

ADDITIONALLY:

Has the performance of the vendor or any proposed subcontractor(s), under contracts for services that are the same or similar to those to be provided for the Best Rx Program (*i.e.*, prescription benefit management, mail order pharmacy fulfillment, etc., as listed in section 2.2, A of this RFP), resulted in any “formal claims” for breach of those contracts? (check one:)

NO _____ **YES** _____

If yes, fully explain the details of those claims, including all allegations, any resulting written or legal actions, and the results of any litigation, arbitration or mediation, including terms of any settlement. (See Section 3.19 of the RFP for explanation of this requirement.)

Vendor’s pages providing such information must be included in **Tab 1 (see RFP Section IV)** of the vendor’s proposal.

AND

Has the vendor or any proposed subcontractor(s) been the subject of any adverse regulatory or administrative governmental action (federal, state, or local) with respect to vendor’s performance of services similar to those that will be provided for the Best Rx Program?

NO _____ **YES** _____

If yes, fully explain the details of the governmental action, the allegations that led to it, and the results, including any legal action that was taken against vendor by the governmental agency. (See Section 3.20 of the RFP for explanation of this requirement.) Vendor’s pages providing such information must be included in **Tab 1 (see RFP Section IV)** of the vendor’s proposal.

10. Supplemental Contract and Equal Employment Opportunity Information on the Vendor

- A. Provide data on vendor employees both nationwide (inclusive of Ohio staff) and the number of Ohio office employees:

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

B. If you are the selected vendor, will you sub-contract 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 approximately 50% or more of your proposed project would be performed by one or more subcontractors, provide the following information on each subcontractor (additional pages may be added as needed):

Subcontractor Name: _____

Address: _____

Work to Be Performed: _____

Estimated Percentage of Total Project: _____ (Do NOT show dollar amounts here; show % of WORK sub-contractors will perform\provide)

Subcontractor's employee information:

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

C. Identify all state contracts which the vendor has had approved by the Controlling Board since the beginning of the last fiscal year (i.e., since July 01, 2003) through this fiscal year to date. Also include contracts approved for ODJFS or institutions of higher education:

Total number of contracts: _____

For each contract list the state agency contract, 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: _____

If additional pages are needed to provide complete information, they must be included in Tab 1 (see RFP Section IV) of the proposal.

11. I have read the ODJFS Model Contract attached to the RFP, 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.)**

12. 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 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.)

Signature (*in blue ink*)

Date

RFP # R-05-17-1192

ATTACHMENT E:

Request for Taxpayer Identification Number (W-9 Form)

To be completed, original signed in **blue** ink, and returned as Tab 6 of the Vendor Technical Proposal

THE W-9 FORM FOLLOWS HERE

Supplement 1

W-9 Form

Request for Taxpayer Identification Number and Certification

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

Please print or type

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. **See instructions on page 2 if your name has changed.**)

Business name (Sole proprietors see instructions on page 2.)

Please check appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** below.

Social security number								
			+			+		

OR

Employer identification number								
			+					

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

List account number(s) here (optional)

Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

Part III Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature ▶

Date ▶

Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

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

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get **Form SS-5**, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or **Form SS-4**, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

Note: Writing "Applied For" on the form means that you have already applied for a TIN **OR** that you intend to apply for one soon.

As soon as you receive your TIN, complete another Form W-9, include your TIN, sign and date the form, and give it to the requester.

Penalties

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

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.— Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

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

Specific Instructions

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

Sole Proprietor.—You must enter your individual name. (Enter either your SSN or EIN in Part I.) You may also enter your business name or "doing business as" name on the business name line. Enter your name as shown on your social security card and business name as it was used to apply for your EIN on Form SS-4.

Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a sole proprietor, you may enter your SSN or EIN. Also see the chart on this page for further clarification of name and TIN combinations. If you do not have a TIN, follow the instructions under **How To Get a TIN** on page 1.

Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For a complete list of exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form. If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed **Form W-8**, Certificate of Foreign Status.

Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign.

1. Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts Considered Active During 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts Considered Inactive During 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real Estate Transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other Payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified of an incorrect TIN. Other payments include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services, payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, Cancellation of Debt, or IRA Contributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your

TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

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

¹ List first and circle the name of the person whose number you furnish.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN.

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

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

SUPPLEMENTAL INFORMATION TRAILER

This page is the last page of supplemental information for this competitive document. If you received this trailer page, all supplemental information has been received.

Note: portions of the supplemental information provided may or may not contain page numbers. The total number of pages indicated on the cover page does not include the pages contained in this supplement.