



**STATE OF WASHINGTON  
HEALTH CARE AUTHORITY**

**REQUEST FOR PROPOSALS (RFP)**

**RFP NO. 1812**

**NOTE:** *If you download this RFP from the Health Care Authority website, you are responsible for sending your name, address, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP amendments or bidder questions/agency answers. HCA is not responsible for any failure of your organization to send the information or for any repercussions that may result to your organization because of any such failure.*

**PROJECT TITLE:** **Integrated Managed Care (IMC) Mid-Adopter**

**PROPOSAL DUE DATE:** April 5, 2017 by 2:00 p.m. *Pacific Time*, Olympia, Washington, USA.

Faxed bids will not be accepted.

**ESTIMATED TIME PERIOD FOR CONTRACT:** January 1, 2018 to December 31, 2019

The Health Care Authority reserves the right to extend the contract for up to two additional years in increments of one (1) month to twenty-four (24) months.

**BIDDER ELIGIBILITY:** This procurement is open to those Bidders that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

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# 1. INTRODUCTION

## 1.1. PURPOSE AND BACKGROUND

The State Health Care Innovation Plan, the Healthier Washington Initiative, and E2SSB 6312, enacted by the Legislature in 2014, provided policy direction for the Health Care Authority (HCA) to regionalize Medicaid purchasing by April 1, 2016 and to provide Medicaid beneficiaries with the full continuum of physical health and behavioral health (i.e., mental health and Substance Use Disorder [SUD]) services through managed care by 2020.

This program is known as “Apple Health- Fully Integrated Managed Care” (FIMC). FIMC is implemented through contracts between HCA and Medicaid Managed Care Organizations (MCOs), with MCOs at risk for the full continuum of physical and behavioral health services for Medicaid beneficiaries.

Per E2SSB 6312, County Authorities in a Regional Service Area (RSA) have the option of transitioning to the FIMC program earlier than the statutorily required timeline of January 1, 2020. RCW 71.24.380(5), (6). In September, 2016 the County Authorities of Grant, Chelan and Douglas Counties (herin referred to as the North Central RSA) submitted a binding letter of intent to transition to FIMC on January 1, 2018. This Request for Proposals #1812) is being released for the purposes of procuring Managed Care Organizations that will perform all services listed herein in the North Central RSA.

When the FIMC program is implemented in a region, the Behavioral Health Organization (BHO) that currently delivers mental health services to individuals who meet [Access to Care Standards](#), outpatient and residential Substance Use Disorder services (SUD), and that manages the crisis system on a regional basis, will cease operations. The benefits historically provided through these contracts have been integrated into two (2) contracts, shown in Attachments 1 and 2, and comprise the new Apple Health Fully Integrated Managed Care program: 1) the Fully Integrated Medicaid Contract and 2) the Behavioral Health Services Wraparound Contract. The Fully-Integrated Medicaid Contract includes all physical and behavioral health benefits provided through the [Medicaid State Plan](#). The Behavioral Health Services Wraparound Contract provides additional benefits to Medicaid beneficiaries that would not otherwise be covered by Medicaid, such as services funded solely by the state legislature, with no federal matching funds.

Any MCO(s) selected under this procurement must be awarded both contracts, which will allow the MCOs to provide the full continuum of behavioral health and medical services that are available to Medicaid beneficiaries in the current system.

The vast majority of Medicaid enrollees in the North Central RSA will be enrolled in the FIMC program, including all current Apple Health managed care enrollees. A smaller subgroup of enrollees who are not eligible for managed care medical services, as identified in Exhibit J of Attachment 2 of this RFP, will receive Behavioral Health Services Only (BHSO) through the integrated contracts and will continue to receive their medical services through HCA’s fee-for-service system. The BHSO population will be designated as such in enrollment files, and the MCOs will be required to produce a separate member ID card for these enrollees. As with all Apple Health programs, BHSO clients will be able to choose which contracted MCO they want to be covered by for delivery of Behavioral Health Services Only. All sections of the Fully-Integrated Medicaid Contract and the Behavioral Health Services Wraparound Contract referencing Behavioral Health (mental health and substance use disorder) services are to be applied to BHSO clients.

American Indian/Alaska Native populations are exempted from mandatory managed care, and may voluntarily opt in to FIMC.

Foster care clients are required to be covered by the statewide managed care plan for foster children, which is contracted between the HCA and Coordinated Care of Washington. As such, foster care clients will remain enrolled in the statewide foster care plan for physical health and will be enrolled in the BHSO program through one of the managed care plans selected via this procurement until Behavioral Health Services are added to the statewide foster care contract in October 2018.

HCA intends to award multiple contract(s) to provide the services described in this RFP.

## **1.2. OBJECTIVES AND SCOPE OF WORK**

1.2.1. HCA is seeking ongoing partnerships with MCOs that demonstrate innovative models to provide whole-person care that can meet the needs of a complex, high-risk population with co-occurring disorders.

The objectives of this program are to:

- 1.2.1.1. Provide the full continuum of comprehensive services including primary care, pharmacy, mental health, and SUD treatment through collaborative care coordination and the integration of services under a single entity;
- 1.2.1.2. Involve the enrollee's support system, including family members, caregivers, social worker(s), care managers and care coordinators, and health care providers when partnering with community service agencies to provide care coordination across systems;
- 1.2.1.3. Develop appropriate systems of care and improve access to care for enrollees with high needs, by linking the crisis response system, community resources, and clinical services;
- 1.2.1.4. Maintain a network capable of ensuring access and continuity of all covered services, including behavioral health services, as outlined in Attachments 1 and 2 of this RFP;
- 1.2.1.5. Control the cost of care by providing more comprehensive and coordinated health care services and implementing provider payment systems that move toward value-based purchasing (<http://www.hca.wa.gov/about-hca/healthier-washington>);
- 1.2.1.6. Provide seamless transitions based on the enrollee's needs and the enrollee's rights;
- 1.2.1.7. Ensure continuity of care for members during the transition from the current BHO system to the Integrated Managed Care (IMC) program; and
- 1.2.1.8. Partner with the Accountable Community of Health (ACH), county partners, and the BH-ASO to meet the goals and objectives of the Regional Health Improvement Plan and improve the health and well-being of Regional Service Area (RSA) residents.

### 1.2.2.Implementation issues.

MCOs must provide access to a provider network that accommodates the needs of their members and reflects the regional reality of: 1) utilization and travel patterns; 2) availability of specialty services; and 3) continuity of care. To achieve network adequacy throughout the entire Regional Service Area, it will be necessary for an MCO to expand its provider network into bordering counties. MCOs are not constrained by the geographic boundaries of the Regional Service Area in building an adequate network.

Access to Care Standards as they are currently used to determine eligibility for specialty mental health services will not apply in the FIMC program. Rather, MCOs will be required to establish criteria for, and document and monitor consistent application of, medical necessity and level of care guidelines. This will include responsibility for utilization management and the provision of a full continuum of services based on the medical need. This will also require the use of American Society of Addiction Medicine (ASAM) Placement criteria for determining addiction treatment placement, length of stay, etc. for individuals with addiction and co-occurring disorders.

Before any SUD treatment is disclosed, the MCO must ensure it has a current enrollee (or legal guardian) signed consent to release the information. Notices must include a disclosure of information concerning an enrollee in alcohol/drug treatment. This information from records is protected by federal confidentiality rules, 42 C.F.R. Part 2. The MCO will be responsible for adhering to all applicable federal and state privacy and confidentiality laws, including but not limited to 42 C.F.R. Part 2. The federal rules prohibit the MCO from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. The federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.

As stated above, each ASB in this procurement will be awarded an Integrated Managed Care Contract and a Behavioral Health Services Wraparound Contract. The Behavioral Health Services Wraparound Contract integrates the benefits that are financed by state-only funds for the provision of behavioral services to Medicaid enrollees that are not otherwise reimbursable by Medicaid, as detailed in Attachment 2 of this RFP. The services integrated in the resulting contract are currently provided by the BHO.

Certain services and functions that are currently managed by the BHO are either provided without regard to insurance coverage, or are most effectively administered by one (1) organization on a regional basis. HCA will separately procure an organization that will operate on a regional basis, in close coordination with the selected MCOs, to manage the following services for all individuals in the North Central RSA, including Medicaid beneficiaries:

- 1.2.2.1. Maintenance of a twenty-four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year (24/7/365) regional crisis hotline, accessible to all individuals regardless of insurance status;
- 1.2.2.2. Provision of mental health crisis services, including dispatch of a mobile crisis outreach team staffed by mental health professionals and/or Designated Mental Health Professionals (DMHPs) and certified peer counselors;

- 1.2.2.3. Administration of the Involuntary Treatment Act (ITA) (R.C.W. 71.05 and R.C.W. 71.34), including:
  - 1.2.2.3.1. Reimbursing the county for court costs associated with ITA;
  - 1.2.2.3.2. 24/7 availability of DMHPS to conduct assessments and emergency detentions; and
  - 1.2.2.3.3. 24/7 availability of DMHPS to file petitions for detentions and provide testimony for ITA services.
- 1.2.2.4. Administration of the Chemical Dependency Involuntary Treatment Act (CD ITA) in accordance with RCW 70.96A.120-140, including the employment of a Designated Chemical Dependency Specialist (DCDS) to:
  - 1.2.2.4.1. Provide services to identify and evaluate alcohol and drug involved individuals requiring protective custody, detention, or involuntary commitment services; and
  - 1.2.2.4.2. Manage the case finding, investigation activities, assessment activities, and legal proceeding associated with CD ITA cases.
- 1.2.2.5. Provision of Substance Use Disorder crisis services on a short term basis to intoxicated or incapacitated individuals in public, including:
  - 1.2.2.5.1. General assessment of the patient's condition;
  - 1.2.2.5.2. Interview for diagnostic or therapeutic purposes; and
  - 1.2.2.5.3. Transportation home or to an approved treatment facility.
- 1.2.2.6. Operation of a behavioral health Ombudsman.

Each MCO contracted through this procurement will be required to subcontract with the organization described above, also known as the Behavioral Health-Administration Services Organization (BH-ASO), for the provision of crisis services to their enrollees as outlined above. If a MCO's enrollee is placed on a Less Restrictive Alternative (LRA) court order, the MCO is responsible for monitoring compliance and offering mental health services in compliance with the LRA requirements, per RCW 71.05.320. Additionally, if an involuntary detention ensues from contact with the crisis system and a MCO's enrollee is detained to a free-standing Evaluation & Treatment facility or a hospital-based evaluation and treatment bed, the MCO is responsible for the provision of evaluation and treatment services as ordered by the court. MCOs are also responsible for ensuring medically necessary crisis diversion and crisis stabilization services are available to their enrollees and are expected to operate in very close coordination with the BH-ASO to monitor the needs and utilization of any enrollee who accesses a crisis services through the BH-ASO.

As part of the Healthier Washington initiative, Accountable Communities of Health (ACHs) are operational in all Regional Service Areas. ACHs are regionally governed, public-private collaboratives tailored by the region to align actions and initiatives of a diverse coalition of participants, in order to achieve healthy communities and populations. MCOs selected under this procurement are expected to participate in the regional ACH and coordinate closely with ACH partners on regional health improvement strategies and 1115 waiver project design and implementation. Additionally, a Consumer Behavioral Health Advisory Board will be established in the region, and MCO participation will be required.

### **1.3. MINIMUM QUALIFICATIONS**

The following are the minimum qualifications for bidders:

- 1.3.1. Licensed to do business in the state of Washington;
- 1.3.2. Submit a Letter of Intent to Propose by the March 1, 2017 deadline in order to submit a response to this RFP;
- 1.3.3. Be a Managed Care entity in good standing with the Washington State Office of the Insurance Commissioner;
- 1.3.4. Have a current contract with HCA under the Apple Health Medicaid Managed Care program to provide full scope managed care to Medicaid enrollees covered by HCA; and
- 1.3.5. Have a contracted health care provider network that covers the entire Regional Service Area (RSA) and includes essential providers, as described in this RFP and draft contract(s).

### **1.4. FUNDING)**

- 1.4.1. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

#### 1.4.2. Rates and Funding

Actuarially sound rates will be set under the FIMC Medicaid Contract as per-member, per-month payments.

Under the Behavioral Health Services Wraparound Contract, a maximum level of available funding for the RSA will be determined, and contractors will receive allocations in proportion to their percentage of enrollment.

No payments in advance or in anticipation of goods or services to be provided under any resulting contract shall be made. Do not request early payment, down payment or partial payment of any kind. The Contractor shall only be compensated for performance delivered and accepted by HCA.

### **1.5. PERIOD OF PERFORMANCE**

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about January 1, 2018 and to end on December 31, 2019. Amendments extending the period of performance, if any, will be at the sole discretion of HCA.

HCA intends that the Contracts awarded as the result of this RFP will be aligned with the changes to the Apple Health Managed Care contract, as appropriate to this program. Any changes made to the Apple Health Managed Care contract will be reviewed by HCA for inclusion into the FIMC Medicaid Contract. Behavioral health benefits may also be updated for parity and alignment with changes in state or federal law or funding.

### **1.6. CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES**

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Bidders should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.



## 1.7. DEFINITIONS

Definitions for the purposes of this RFP include:

**Accountable Community of Health (ACH)** means a regionally governed, public-private collaborative or structure tailored by the region to align actions and initiatives of a diverse coalition of participants in order to achieve healthy communities and populations.

**Actuarially Sound Capitation Rates** means capitation rates that have been developed in accordance with generally accepted actuarial principles and practices; are appropriate for the populations to be covered and the services to be furnished under the Contract; have been certified by an actuary as meeting the requirements of 42 C.F.R. § 438.4; and otherwise meet all applicable requirements established in 42 C.F.R. § 438.4 and other applicable law.

**Apparently Successful Bidder (ASB)** – The bidder selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

**Apple Health – Fully Integrated Managed Care (AH-FIMC)** means the contracts for which this RFP is being issued, including the Fully Integrated Medicaid Contract and the Behavioral Health Services Wraparound Contract.

**Behavioral Health Integration** means care provided to individuals of all ages, families, and their caregivers in a patient-centered setting by licensed primary care providers, behavioral health clinicians, and other care team members working together to address one or more of the following: mental illness, substance use disorders, health behaviors that contribute to chronic illness, life stressors and crises, developmental risks/conditions, stress-related physical symptoms, preventative care, and ineffective patterns of health care utilization.

**Behavioral Health Organization (BHO)** means a single or multiple-county authority or other entity operating as a prepaid inpatient health plan through which the agency or the agency's designee contracts for the delivery of community outpatient and inpatient mental health and Substance Use Disorder services in a defined geographic area to Enrollees who meet Access to Care Standards.

**Bidder** – Individual or company interested in the RFP that submits a proposal in order to attain a contract with the Health Care Authority.

**Business Hours** means 8:00 a.m. to 6:00 p.m. Pacific Time, Monday through Friday.

**Contractor** – Individual or company whose proposal has been accepted by HCA and is awarded a fully executed, written contract.

**HCA** – The Health Care Authority, an executive agency of the state of Washington that is issuing this RFP.

**Health Insurance Portability and Accountability Act (HIPAA)** means the federal Health Insurance Portability and Accountability Act of 1996 and its amendments, an act designed to protect patient medical records and other health information provided to health care providers.

**Indian/Tribal/Urban (I/T/U) Provider** means the Indian Health Service and/or any Tribe, Tribal organization, or Urban Indian Organization which provides Medicaid-reimbursable services.

**Proposal** – A formal offer submitted in response to this solicitation.

**Request for Proposals (RFP)** – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the bidder community to suggest various approaches to meet the need at a given price.

**Systems of Care (SOC)** means a spectrum of effective, community-based services and supports for Enrollees with or at risk for chronic conditions, including behavioral health conditions, or other challenges and their families. SOCs are organized into a coordinated network, build meaningful partnerships with Enrollees and their families, and address their cultural and linguistic needs, in order to help them to function better at home, in school, in the community, and throughout life

**Wraparound with Intensive Services (WISe)** means a range of services that are individualized, intensive, coordinated, comprehensive, culturally competent, and provided in the home and community. The WISe Program is for Youth who are experiencing mental health symptoms that are causing severe disruptions in behavior and/or interfering with their functioning in family, school, or with peers requiring: a) the involvement of the mental health system and other child-serving systems and supports; b) intensive care collaboration; and c) ongoing intervention to stabilize the Youth and family in order to prevent more restrictive or institutional placement.

## **1.8. ADA**

HCA complies with the Americans with Disabilities Act (ADA). Bidders may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

## 2. GENERAL INFORMATION FOR BIDDERS

### 2.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in HCA for this procurement. All communication between the Bidder and HCA upon release of this RFP must be with the RFP Coordinator, as follows:

Name	Andria Howerton
E-Mail Address	<a href="mailto:contracts@hca.wa.gov">contracts@hca.wa.gov</a>
Mailing Address	PO Box 42702 Olympia, WA 98504-2702

Any other communication will be considered unofficial and non-binding on HCA. Bidders are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Bidder.

### 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Activity	Date	Time
Issue Request for Proposals	February 15, 2017	
Letter of Intent to Bid due	March 1, 2017	2:00 p.m. PT
Question & answer period	March 13, 2017	2:00 p.m. PT
HCA Response to Questions (via RFP amendment)	March 23, 2017	
Proposals due	April 5, 2017	2:00 p.m. PT
Evaluate proposals	April 6, 2017-May 5, 2017	
Announce "Apparently Successful Bidder" and send notification via e-mail to unsuccessful Bidders	May 11, 2017	
Debriefing conferences request deadline	May 16, 2017	2:00 p.m. PT
Negotiate contract	July 1, 2017	
Readiness Review	July 1, 2017- September 30, 2017	
Begin contract work	January 1, 2018	

HCA reserves the right to revise the above schedule.

### 2.3 LETTER OF INTENT TO PROPOSE

To be eligible to submit a Proposal, a Bidder must submit a Letter of Intent to Propose. The Letter of Intent to Propose must be emailed to the RFP Coordinator, listed in Section 2.1, and must be received no later than the date and time stated in the Procurement Schedule, Section 2.2. The subject line of the email must include the following: [Procurement #] – Letter of Intent to Propose – [Your entity's name].

The Letter of Intent to Propose may be attached to the email as a separate document, in Word or PDF, or the information may be contained in the body of the email, if preferred.

Information in the Letter of Intent to Propose should be placed in the following order:

- 2.3.1 Bidder's Organization Name;
- 2.3.2 Bidder's authorized representative for this Procurement (This representative will also be named the authorized representative identified in the Bidder's Proposal);
- 2.3.3 Title of authorized representative;
- 2.3.4 Address, Telephone number, and Email address;
- 2.3.5 Statement of intent to propose; and
- 2.3.6 A statement of how you meet ALL of the Minimum Requirements specified in Section 1.3 of the Procurement.

HCA may use the Letters of Intent to Propose as a pre-screening to determine whether Minimum Qualifications are met.

## **2.4 DATA BOOK AND RATES**

Bidders who submit a Letter of Intent to Propose will receive the Mental Health and Substance Use Disorder Services Data Book for the state of Washington, Behavioral Health Organization (BHO) and Apple Health Rates, and non-Medicaid regional Funding Allocation. The Behavioral Health (BH) data book supporting the behavioral health rate development will include summaries by rate population, as well as by key conditions. Data is limited to services provided to Medicaid/SCHIP clients in calendar year 2016, with payments made through May 2016, and based on data received from Regional Service Networks (RSN) and counties, HCA, and participating MCOs. Bidders are instructed to rely upon the data book in assembling their proposal.

## **2.5 SUBMISSION OF PROPOSALS**

Bidders are required to submit one (1) hard copy of their proposal with original signatures and two (2) identical copies of their entire proposal on a USB Flash or Thumb Drive in Microsoft 2003 or later, or Adobe PDF. The USB Flash or Thumb drive must be labeled with the date, RFP title, RFP number, and Bidder's name and packaged with the original copy of their proposal.

The proposal, whether mailed or hand delivered, must arrive at HCA no later than 2:00 p.m., Pacific Time, on April 5, 2017.

The proposal must be sent to the RFP Coordinator at the address noted in Section 2.1. The envelope must be clearly marked to the attention of the RFP Coordinator.

Bidders mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Bidders assume the risk for the method of delivery chosen. HCA assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using facsimile transmission.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of HCA and will not be returned.

## **2.6 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE**

Proposals submitted in response to this competitive procurement will become the property of HCA. All proposals received will remain confidential until the Apparently Successful Bidder is announced; thereafter, the proposals will be deemed public records as defined in chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Bidder desires to claim as proprietary and exempt from disclosure under the provisions of chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Bidder is making the claim must be cited in Exhibit A, Letter of Submittal. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Bidder has marked as "Proprietary Information," HCA will notify the Bidder of the request and of the date that the records will be released to the requester unless the Bidder obtains a court order enjoining that disclosure. If the Bidder fails to obtain the court order enjoining disclosure, HCA will release the requested information on the date specified. If a Bidder obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, HCA will maintain the confidentiality of the Bidder's information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee will be charged for inspection of contract files, but 24 hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

## **2.7 REVISIONS TO THE RFP**

In the event it becomes necessary to revise any part of this RFP, addenda will be provided via e-mail to all individuals who have made the RFP Coordinator aware of their interest. Addenda will also be published on Washington's Electronic Bid System (WEBS). The website can be located at <https://fortress.wa.gov/ga/webs/>. For this purpose, the published questions and answers and any other pertinent information will be provided as an addendum to the RFP and will be placed on the website.

HCA also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

## **2.8 DIVERSE BUSINESS INCLUSION PLAN (Exhibit G)**

Bidders will be required to submit a Diverse Business Inclusion Plan (Exhibit G) with their proposal. In accordance with legislative findings and policies set forth in RCW 39.19, the state of Washington encourages participation in all contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE), set forth in RCW 43.60A.200 for firms certified by the Washington State Department of Veterans Affairs, and set forth in RCW 39.26.005 for firms that are Washington Small Businesses. Participation may be either on a direct basis or on a subcontractor basis. However, no preference on the basis of participation is included in the evaluation of Diverse Business Inclusion Plans submitted, and no minimum level of minority- and women-owned business enterprise, Washington Small Business, or Washington State certified Veteran Business participation is required as a condition for receiving an award. Any affirmative action requirements set forth in any federal Governmental Rules included or referenced in the contract documents will apply.

## **2.9 ACCEPTANCE PERIOD**

Proposals must provide 120 calendar days for acceptance by HCA from the due date for receipt of proposals.

## **2.10 COMPLAINT PROCESS**

- 2.10.1 Vendors may submit a complaint to HCA based on any of the following:
  - 2.10.1.1 The solicitation unnecessarily restricts competition;
  - 2.10.1.2 The solicitation evaluation or scoring process is unfair; or
  - 2.10.1.3 The solicitation requirements are inadequate or insufficient to prepare a response.
- 2.10.2 A complaint may be submitted to HCA at any time prior to five business days before the bid response deadline. The complaint must meet the following requirements:
  - 2.10.2.1 The complaint must be in writing;
  - 2.10.2.2 The complaint must be sent to the RFP Coordinator in a timely manner;
  - 2.10.2.3 The complaint should clearly articulate the basis for the complaint; and
  - 2.10.2.4 The complaint should include a proposed remedy.
- 2.10.3 The RFP Coordinator will respond to the complaint in writing. The response to the complaint and any changes to the solicitation will be posted on WEBS. The Director of HCA will be notified of all complaints and will be provided a copy of HCA's response. The complaint may not be raised again during the protest period. HCA's action or inaction in response to the complaint will be final. There will be no appeal process.

## **2.11 RESPONSIVENESS**

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Bidder is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

HCA also reserves the right at its sole discretion to waive minor administrative irregularities.

## **2.12 MOST FAVORABLE TERMS**

HCA reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Bidder can propose. HCA does reserve the right to contact a Bidder for clarification of its proposal.

HCA also reserves the right to use a Best and Final Offer (BAFO) before awarding any contract to further assist in determining the ASB(s).

The Apparently Successful Bidder should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. The contract resulting from this RFP will incorporate some, or all, of the Bidder's proposal. The proposal will become a part of the official procurement file on this matter without obligation to HCA.

## **2.13 CONTRACT AND GENERAL TERMS & CONDITIONS**

- 2.13.1 The Apparently Successful Bidder(s) (ASBs) will be expected to enter into a contract which is substantially the same as the Draft Sample Integrated Managed Care and its general terms and conditions attached as Attachment 2 and the Behavioral Health Services Wraparound Contract and its general terms and conditions attached as Attachment 3. In no event is a Bidder to submit its own standard contract terms and conditions in response to this solicitation. The Bidder may submit exceptions as allowed in the Certifications and Assurances form, Exhibit B to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit B, Certifications and Assurances form. HCA will review requested exceptions and accept or reject the same at its sole discretion.
- 2.13.2 Bidders should note that HCA anticipates amendments to the current Apple Health Managed Care and FIMC Contracts prior to January 1, 2018 which will also affect the contract resulting from this RFP. Expected changes include the following:
- 2.13.2.1 The ASB(s) shall implement a three (3) month no-fault claims submission period at the start of this Contract, from January 1 – March 31, 2018. The ASB(s) shall pre-pay its subcontracted providers through a capitated payment arrangement, or conduct a post-pay claims review. This requirement applies to claims/encounters submitted by behavioral health providers during the first three (MCO) months of the Contract, when those claims are for an assigned and eligible member and using a code that identifies a covered service;
- 2.13.2.2 The Contractor shall submit a report, due July 1, 2018, that describes the Contractor's activities, plans and timeline to support providers in moving to integrated clinical models that comport with recommendations from the Bree Collaborative and Medicaid Transformation; and
- 2.13.2.3 Effective January 1, 2018, HCA shall implement its value-based purchasing strategy, including a 1.5% withhold, in line with all Apple Health Managed Care Contracts. HCA shall identify no more than three performance measures in addition to the measures currently in the Apple Health Managed Care Contract, including behavioral health measures, to tie to the 1.5% withhold policy.

## **2.14 COSTS TO PROPOSE**

HCA will not be liable for any costs incurred by the Bidder in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

## **2.15 RECEIPT OF INSUFFICIENT NUMBER OF PROPOSALS**

If HCA receives only one responsive proposal as a result of this RFP, HCA reserves the right to either: 1) directly negotiate and contract with the Bidder; or 2) not award any contract at all. HCA may continue to have the bidder complete the entire RFP. HCA is under no obligation to tell the Bidder if it is the only Bidder.

## **2.16 NO OBLIGATION TO CONTRACT**

This RFP does not obligate the state of Washington or HCA to contract for services specified herein.

## **2.17 REJECTION OF PROPOSALS**

HCA reserves the right, at its sole discretion, to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

## **2.18 COMMITMENT OF FUNDS**

The Director of HCA or his/her delegate is the only individual who may legally commit HCA to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

## **2.19 ELECTRONIC PAYMENT**

The state of Washington prefers to utilize electronic payment in its transactions. The Apparently Successful Bidder will be provided a form to complete with the contract to authorize such payment method.

## **2.20 INSURANCE COVERAGE**

The Contractor is to furnish HCA with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor must, at its own expense, obtain and keep in force insurance coverage which will be maintained in full force and effect during the term of the contract. The Contractor must furnish evidence in the form of a Certificate of Insurance that insurance will be provided, and a copy must be forwarded to HCA within 15 days of the contract effective date.

### **2.20.1 Liability Insurance**

- 2.20.1.1 Commercial General Liability Insurance: Contractor shall maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit must be at least twice the "each occurrence" limit. CGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance must be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.



2.20.1.2 Business Auto Policy: As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance must cover liability arising out of "Any Auto." Business auto coverage must be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

## 2.20.2 Employers Liability ("Stop Gap") Insurance

In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

## 2.20.3 Additional Provisions

Above insurance policy must include the following provisions:

2.20.3.1 Additional Insured. The state of Washington, HCA, its elected and appointed officials, agents and employees must be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract must be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

2.20.3.2 Cancellation. State of Washington, HCA, must be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer must give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state must be given ten days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The state must be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the state must be given ten days advance notice of cancellation.

2.20.3.3 Identification. Policy must reference the state's contract number and the Health Care Authority.

2.20.3.4 Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Health Care Authority Risk Manager, or the Risk Manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and 284-15 WAC.

2.20.3.5 Excess Coverage. By requiring insurance herein, the state does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits will not limit Contractor's liability under the indemnities and reimbursements granted to the state in this Contract.

#### 2.20.4 Workers' Compensation Coverage

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The state will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

### 3. PROPOSAL CONTENTS

#### 3.1 PROPOSAL FORMAT (MANDATORY)

Proposals must be written in English and submitted on eight and one-half by eleven inch (8 ½" x 11") paper with tabs separating the major sections of the proposal. The five (5) major sections of the proposal are to be submitted in the order noted below:

- 3.1.1 Exhibit A, Letter of Submittal,
- 3.1.2 Exhibit B, Signed Certifications and Assurances,
- 3.1.3 Exhibit C, RFP Evaluation Question, and
- 3.1.4 Provider Network.
- 3.1.5 Exhibit G, Diverse Business Inclusion Plan

Proposals must provide information in the same order as presented in this document with the same headings.

Items marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

#### 3.2 LETTER OF SUBMITTAL (Exhibit A and B) (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A and B to this RFP) must be signed and dated by a person authorized to legally bind the Bidder to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

#### 3.3 RFP EVALUATION QUESTIONS (EXHIBIT C) (SCORED)

Bidders must respond to the RFP Evaluation Questions as outlined in Exhibit C, RFP Evaluation Questions.

Bidders must respond and provide detailed information for all items and provide all information in the exact order specified in this section. The section numbers and titles must be restated in the Bidder's Proposal. Page limits for each question are noted. Please do not cut and paste responses into Exhibit C. Instead, provide a response as a separate document using the corresponding item number listed.

Failure to meet an individual requirement will not be the sole basis for disqualification; however, failure to provide a response to any scored requirements may be considered non-responsive and be the basis for disqualification of the application.

#### 3.4 PROVIDER NETWORK (SCORED)

Documents for Provider Network submission, including Exhibit D, GeoCoding and Exhibit E, BH Data Book, will be available via Secure File Transfer (SFT) site. Bidders who submit a Letter of Intent to Propose will receive an email from the RFP Coordinator with access information to the SFT.

- 3.4.1 The Bidder must submit a combined medical and behavioral health network based on signed contracts with providers.

The Bidder must submit a network capable of providing all covered services to enrollees in the North Central Region. The network submission must meet access standards described in Attachment 2, Draft Sample Integrated Managed Care Contract, Section 6. Networks must be submitted using the forms that are located on the SFT site. Exhibit D, GeoCoding contains the instructions for submitting the network.

When submitting the Proposal, Bidders will be required to submit their networks and the scores on those submissions will be part of the overall score of the RFP, used to select successful bidders. At proposal submission, an 80% minimum threshold on Medical providers and community mental health agencies in Chelan, Grant and Douglas Counties must be achieved to continue review of RFP. No minimum threshold on SUD and specialty MH services is required to continue review of RFP.

- 3.4.2 Medical/Mental Health:

The Bidder must show that it will have the capacity to serve 80% or more of all eligible clients within a given service area for the following providers: Hospitals, Pharmacy, PCPs, Specialists, SNFs, and community mental health agencies.

The Bidder's network must provide reasonable access to all program enrollees without unnecessary travel time or wait times for appointments with the following: Cardiologists, Oncologists, Ophthalmologists, Orthopedic Surgeons, General Surgery, Gastroenterologists, Pulmonologists, Neurologists, Otolaryngologists, Obstetrics, Mental Health Providers and Specialists in Physical Medicine, and Rehabilitation services.

- 3.4.3 Essential Behavioral Health Providers

The Bidder must demonstrate capacity to provide Behavioral Health services through established contracts with providers within or outside this RSA, inclusive of the Essential Behavioral Health Providers shown below:

- 3.4.3.1 Certified residential treatment providers<sup>1</sup>.
- 3.4.3.2 Department of Social and Health Services (DSHS) Division of Behavioral Health and Recovery (DBHR) Licensed Community MH Agencies.
- 3.4.3.3 DBHR-certified CD Agencies.
- 3.4.3.4 Department of Health (DOH) certified medication assisted treatment (e.g. bupenorprine).
- 3.4.3.5 DBHR-certified opiate substitution providers (Methadone Treatment programs).

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<sup>1</sup> Certified residential treatment providers: residential programs must have Department of Health (DOH) Residential Treatment Facility (RTF) license and then can apply for DBHR Certification for a type of services such as, Evaluation and Treatment, Crisis Stabilization, Intensive Inpatient, Recovery House, Long Term and Detoxification.

- 3.4.3.6 Evaluation and Treatment in DOH-licensed and DBHR-certified free-standing inpatient, hospitals, or psychiatric inpatient facilities.
- 3.4.3.7 DOH-licensed and DBHR certified detox facilities (for acute and subacute).
- 3.4.3.8 DOH licensed and DBHR certified residential treatment facility to provide crisis stabilization services, DBHR Licensed Community MH Agencies providing Wraparound with Intensive Services (WISe).
- 3.4.3.9 Community Mental Health Agency providing Program for Assertive Community Treatment (PACT) services.

#### 3.4.4 Substance Use Disorder (SUD) Programs

The Bidder must demonstrate capacity for the following SUD services The Bidder will submit its network for these providers as part of the RFP provider network submission using the files located on the SFT site.

- 3.4.4.1 Opiate Substitution Treatment
- 3.4.4.2 Adult and Youth Outpatient Treatment
- 3.4.4.3 Adult Long Term Care Residential Services
- 3.4.4.4 Intensive Inpatient Residential Services
- 3.4.4.5 Involuntary Commitment (SUD)
- 3.4.4.6 Services for Parenting & Pregnant Women
- 3.4.4.7 Recovery House Residential Services
- 3.4.4.8 Adult and Youth Intensive Outpatient Treatment
- 3.4.4.9 Adult and Youth Residential Services

#### 3.4.5 Substance Use Disorder Residential (Beds)

The Bidder must submit a network capable of providing SUD Residential Services to all eligible clients within the awarded service area. In order to meet capacity for adult and youth in-patient SUD services, the bidder will be expected to have contracts or non-par agreements with providers outside this RSA for statewide resources. The Bidder will submit their network for these providers as part of the RFP provider network submission using the files located on the SFT site. These services are:

- 3.4.5.1 Adult Residential Beds.
- 3.4.5.2 Youth Residential Beds.
- 3.4.5.3 Pregnant Women Services Beds.
- 3.4.5.4 Parenting Women Services Beds.
- 3.4.5.5 Adult Detox IMD beds.
- 3.4.5.6 Youth Detox IMD beds.

3.4.5.7 Adult Detox non- IMD beds.

3.4.5.8 Youth Detox non-IMD beds.

3.4.6 Network Contracts.

The submission must include only those providers with whom the Bidder has a current contract for FIMC. Bidders are required to submit signature pages with the network submissions for the following from essential provider types:

3.4.6.1 DOH licensed and DBHR Certified residential treatment providers;

3.4.6.2 DBHR Licensed Community MH Agencies;

3.4.6.3 DBHR certified CD Agencies;

3.4.6.4 DOH certified medication assisted treatment (e.g. bupernorphrine);

3.4.6.5 DBHR certified opiate substitution providers (Methadone Treatment program);

3.4.6.6 Evaluation and Treatment in DOH licensed and DBHR certified free-standing facilities, or psychiatric inpatient facilities;

3.4.6.7 DOH licensed and DBHR certified detox facilities (for acute and subacute);  
and

3.4.6.8 DOH licensed and DBHR certified residential treatment facility to provide crisis stabilization services.

## 4. EVALUATION AND CONTRACT AWARD

### 4.1 EVALUATION PROCEDURE

- 4.1.1 Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. Evaluations will only be based upon information provided in the Bidder's Proposal. In those cases where it is unclear to what extent a requirement has been addressed, the RFP Coordinator may, at his or her discretion, contact the Bidder to clarify specific points in a response. Bidders should take every precaution to assure that all answers are clear, complete and directly address the specific requirement.
- 4.1.2 All Proposals received by the stated deadline will be reviewed by the RFP Coordinator to ensure that the Proposals contain all of the required information requested in the RFP. Only responsive Proposals that meet the requirements will be forwarded to the evaluation team for further review. Any Bidder who does not meet the stated qualifications or any Proposal that does not contain all of the required information will be rejected as non-responsive.
- 4.1.3 Responsive Proposals will be reviewed and scored by an evaluation team using a point/weighted scoring system. Proposals will be evaluated strictly in accordance with the requirements set forth in this RFP and any addenda that are issued.

### 4.2 EVALUATION WEIGHTING AND SCORING

- 4.2.1 The maximum number of evaluation points available is 895. The Mandatory Requirements are evaluated on a pass/fail basis. The following weighted points will be assigned to the Proposal for evaluation purposes.

Specific Criteria for RFP Evaluation:

<b>Evaluation Criteria</b>	<b>Maximum Weighted Points Possible</b>
RFP Compliance	N/A
Mandatory Management Review <ul style="list-style-type: none"><li>• Letter of Submittal and Certification and Assurances</li></ul>	N/A
Technical & Management	695
Provider Network	200
<b>Total</b>	<b>895 Points</b>

HCA reserves the right to award the contract to the Bidder whose proposal is deemed to be in the best interest of HCA and the state of Washington.

- 4.2.2 Responses that pass all Mandatory requirements will be further evaluated and scored. Evaluators will evaluate and assign a score to each Scored requirement based on how well the Bidder's response matches the requirement.

Evaluators will assign scores on a scale of zero (0) to ten (10) where the end and midpoints are defined as follows:

Score	Description	Discussion
0	No value	The Response does not address any component of the requirement or no information was provided.
1	Poor	The Response only minimally addresses the requirement and is missing components or components were missing.
3	Below Average	The Response only minimally addresses the requirement and the Bidders ability to comply with the requirement or simply has restated the requirement.
5	Average	The Response shows an acceptable understanding or experience with the requirement. Sufficient detail to be considered "as meeting minimum requirements."
7	Good	The Response is thorough and complete and demonstrates firm understanding of concepts and requirements.
10	Excellent	The Response has provided an innovative, detailed, and thorough response to the requirement, and clearly demonstrates a high level of experience with or understanding of the requirement.

A score of zero (0) on any Scored requirement may cause the entire response to be eliminated from further consideration

#### 4.3 RFP EVALUATION QUESTION SCORING

The following is the scoring breakdown for each section of Exhibit C, RFP Evaluation Questions.

RFP Question Section	Question Numbers	Points
Management	1-9	100
Behavioral Health Access	10-15	130
Network Description	16-20	100
Community Linkages	21-24	65
Quality Assessment and Performance Improvement	25-27	40
Information Systems/Claims	28-35	50
Utilization Management Program and Authorization of Services	36-42	50
Care Coordination	43-52	160

#### 4.4 PROVIDER NETWORK SCORING

The following is the scoring breakdown for the Provider Network. For a more detailed explanation of the scoring please refer to Exhibit F, Evaluation Scoring Integrated Managed Care, North Central RSA Network below.

Integrated Medicaid Contract	Points
• Medical Health Provider Network	100 points
• Mental Health Provider Network	50 points
• SUD Provider Network	50 points



## **4.5 FINAL SCORE AND APPARENTLY SUCCESSFUL BIDDER(S) (ASB)**

- 4.5.1 The RFP Coordinator will compute the Bidder's Final Score by totaling the Section Scores from all evaluators and then averaging.
- 4.5.2 The two Bidders with the highest combined scores will be invited to begin contract negotiations and participate in a Readiness Review (Section 4.8). At HCA's sole discretion, the third highest scoring Bidder may be invited to contract negotiations if:
  - 4.5.2.1 The network that was submitted in the RFP response of one (1) or the top (2) scoring Bidders is not adequate for assignment in one (1) or more of the critical medical and mental health provider types and essential SUB providers to cover the service area;
  - 4.5.2.2 The Readiness Review finds a deficiency in one (1) or more areas;
  - 4.5.2.3 A third (3<sup>rd</sup>) Bidder has an equivalent score (within 2% of the other Bidders' total points); or
  - 4.5.2.4 If at any time during the term of the contract, either ASB network breaches their contract by falling below 80% for any critical provider type and the breach is not remedied within the contractual timelines set forth in the contract.

## **4.6 SUBSTANTIALLY EQUIVALENT SCORES**

Substantially equivalent scores are scores separated by two percent or less in total points. If multiple Proposals receive a Substantially Equivalent Score, HCA may leave the matter as scored, or select as the Apparently Successful Bidder the one Proposal that is deemed by HCA, in its sole discretion, to be in HCA's best interest relative to the overall purpose and objective as stated in Sections 1.1 and 1.2 of this Procurement.

If applicable, HCA's best interest will be determined by HCA managers and executive officers, who have sole discretion over this determination. The basis for such determination will be communicated in writing to all Bidders with equivalent scores.

## **4.7 NOTIFICATION TO BIDDERS**

HCA will notify the Apparently Successful Bidder of its selection in writing upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by e-mail.

## **4.8 READINESS REVIEW**

- 4.8.1 Once the ASB has been announced, HCA will schedule and conduct onsite Readiness Reviews on each ASB, tentatively scheduled between (September-October 2017).
- 4.8.2 HCA will send document request material to each ASB in July 2017.
- 4.8.3 Assuming no further corrective actions or other issues arise, HCA tentatively plans to have all reports finalized by the end of October 2017.

## **4.9 DEBRIEFING OF UNSUCCESSFUL BIDDERS**

Any Bidder who has submitted a proposal and been notified it was not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFP Coordinator no later than 5:00 p.m., local time, in Olympia, Washington, within three business days after the Unsuccessful Bidder Notification is e-mailed or faxed to the Bidder. The debriefing must be held within three business days of the request.

Discussion at the debriefing conference will be limited to the following:

- 4.9.1 Evaluation and scoring of the firm's proposal;
- 4.9.2 Critique of the proposal based on the evaluation; and
- 4.9.3 Review of Bidder's final score in comparison with other final scores without identifying the other firms.

Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of ninety (90) minutes.

## **4.10 PROTEST PROCEDURE**

- 4.10.1 Protests may be made only by Bidders who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Bidder is allowed five business days to file a protest of the acquisition with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 4:30 p.m., local time, in Olympia, Washington on the fifth business day following the debriefing. Protests may be submitted by e-mail or by mail.

Bidders protesting this procurement must follow the procedures described below. Protests that do not follow these procedures will not be considered. This protest procedure constitutes the sole administrative remedy available to Bidders under this procurement.

All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized agent. The protest must state the RFP number, the grounds for the protest with specific facts, and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

- 4.10.2 Only protests alleging an issue of fact concerning the following subjects will be considered:
  - 4.10.2.1 A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
  - 4.10.2.2 Errors in computing the score; or
  - 4.10.2.3 Non-compliance with procedures described in the procurement document or agency protest process or HCA requirements.

- 4.10.3 Protests not based on the above subjects will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal; or 2) HCA's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by HCA. The HCA Director, or an HCA employee delegated by the HCA Director who was not involved in the procurement, will consider the record and all available facts. A final HCA decision will be issued within five business days of receipt of the protest. If the HCA Director delegates the protest review to an HCA employee, the Director nonetheless reserves the right to make the final agency decision on the protest. If additional time is required, the protesting party will be notified of the delay.

If HCA determines in its sole discretion that a protest from one Bidder may affect the interests of another Bidder, then HCA will invite such Bidder to submit its views and any relevant information on the protest to the RFP Coordinator.

- 4.10.4 The final determination of the protest will:

4.10.4.1 Find the protest lacking in merit and uphold HCA's action; or

4.10.4.2 Find only technical or harmless errors in HCA's acquisition process and determine HCA to be in substantial compliance and reject the protest; or

4.10.4.3 Find merit in the protest and provide options to the HCA director or hi/her designee , which may include:

4.10.4.3.1 Correct the errors and re-evaluate all proposals; or

4.10.4.3.2 Reissue the solicitation document and begin a new process; or

4.10.4.3.3 Make other findings and determine other courses of action as appropriate.

- 4.10.5 If HCA determines that the protest is without merit, HCA will enter into a contract with the Apparently Successful Bidder (assuming the parties reach agreement on the contract's terms). If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

## 5. RFP EXHIBITS & ATTACHMENTS

Exhibit A	Letter of Submittal
Exhibit B	Certification and Assurances
Exhibit C	Evaluation Questions
Exhibit D	GeoCoding (available via SFT site)
Exhibit E	BH Data Book (available via SFT Site)
Exhibit F	Evaluation Scoring Integrated Managed Care, North Central RSA Network
Exhibit G	Diverse Business Inclusion Plan
Attachment 1	Non-Medicaid Funding Allocation DRAFT for North Central
Attachment 2	Draft Sample Integrated Managed Care Contract. (Attached as a separate document)
Attachment 3	Draft Sample Behavioral Health Services Wraparound Contract (Attached as a separate document)

**EXHIBIT A**  
**Letter of Submittal**

Bidder must provide all requested information in the space provided next to each numbered section below. Be advised that HCA retains review rights regarding subcontractors and may require copies of all subcontracts related to this project.

Many of the questions require information if you answer “yes”. Please provide your response in the space provided unless otherwise directed to submit on a separate page. If you are directed to provide answers on a separate page, please identify the question and corresponding question number that you are responding to and attach that document to Exhibit A.

**A. COMPANY INFORMATION:**

(a)	Firm Legal Name*		
	Street Address		
	Mailing Address:		
	Delivery Address		
	City, State, ZIP		

**\*Legal Name Verification:** Many companies use a “Doing Business As” name or a nickname in their daily business. However, the State requires the legal name of your company as it is legally registered in the State of Washington or the state in which your company was registered. Enclose proof of the legal name of your company from the Secretary of State’s Office, Washington State Business Licensing Service (<http://bls.dor.wa.gov/>) or your state’s equivalent if not a Washington business.

(b)	DBA (if any)		
	Telephone Number		
	Area Code:	Number:	Extension:

(c)	Toll Free Number		
	Area Code:	Number:	Extension:

(d)	Email Address		

(e)	A list identifying which parties of the organization have the authority to sign contracts/amendments on behalf of the firm.		

(f)	Names, addresses, e-mail addresses and telephone numbers of the sole proprietor, partners, or principle officers as appropriate to the organization		
	Name & Title:		
	Address:		
	Email Address:		
	Telephone Number		
	Area Code:	Number:	Extension:

(g)	Primary Contact Person for Questions/Contract Negotiations, including address if different than above		
	Name & Title:		
	Address:		
	Email Address:		
	Telephone Number for Contact Person		
	Area	Code:	Number:

**Double-Click in checkbox to select**

(h)	Legal Status	<input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Government <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> S-Corporation <input type="checkbox"/> Non Profit (501c3)*
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\*Organizations claiming status under Section 501(c)(3) of the internal revenue code must provide a copy of the determination letter that recognizes that status.

**Double-Click in checkbox to select**

(i)	WA State UBI	<input type="checkbox"/> YES <input type="checkbox"/> NO
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Bidder must be licensed in the state of Washington before any resulting contract is executed. **If no current UBI** affirm that your organization will obtain a business license before executing contract.

If the State of Washington has exempted your business from state licensing, submit proof of that exemption. (For example, some foreign companies are exempt and in some cases, the State waives licensing because the company does not have a physical presence in the State). All costs for any licenses, permits and associated tax payments due to the state as a result of licensing shall be borne by the vendor and not charged to the HCA.

**Double-Click in checkbox to select**

(j)	Statewide Vendor Number (SWV)	<input type="checkbox"/> YES <input type="checkbox"/> NO
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Bidder must be registered with the Washington State Department of Enterprise Services as a statewide vendor. **If no current SWV number**, affirm that your organization will obtain a SWV number within ten (10) days of executing contract.

The State of Washington prefers to utilize electronic payment in its transactions. The successful contractor will be expected to register as a statewide vendor. This allows Contractors to receive payments from all participating state agencies by direct deposit, the State's preferred method of payment. Forms necessary for registration can be obtained at: <http://www.des.wa.gov/services/contractingpurchasing/business/vendorpay/Pages/default.aspx>.

(k)	Federal Tax Identification Number	
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(l)	Dun & Bradstreet Number (DUNS)	
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DUNS is a unique nine-digit sequence of numbers issued by Dun and Bradstreet to a business entity. Any organization that has a Federal contract or grant must have a DUNS Number.

(m)	MWBE Certification Number	
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Proof of certification by the Washington State Office of Minority & Women's Business Enterprises for your business or for subcontractors must be attached to your letter of submittal. Proof of Federal certification as a Minority, Women-Owned, or Disadvantaged business is acceptable.

**Double-Click in checkbox to select**

(n)	Subcontractor (s)	<input type="checkbox"/> YES <input type="checkbox"/> NO (If yes, then complete and provide information identified below for each subcontractor)
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A Bidder's failure to provide this information may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director. The contractor is liable and responsible for all subcontractor work. All issues dealing with the subcontractor are the responsibility of the contractor.

**Please attach any subcontractor information to Exhibit A. Information needed for Subcontractors:**

- a. Legal Name, Address, Federal Employer Identification Number (FEIN)
- b. Contact Person Name, Title, Telephone Number, and E-mail Address
- c. Identify if subcontractor is a minority owned, women owned, veteran owned, or disadvantaged business. If yes, include the percentage and dollar amount of their participation.
- d. Services to be provided by subcontractor.
- e. Has the subcontractor had a contract terminated for default within the last five years?
- f. Has the subcontractor, including any of its officers or holder of controlling interest; presently or been previously debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal contracts or grants by any federal department or agency?
- g. If the subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.

**B. TERMINATION FOR DEFAULT**

(a)	Has Bidder had a contract terminated for default within the last five years?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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If yes, submit full details including the other party's name, address, and telephone number. The Bidder must specifically grant HCA permission to contact any and all involved parties and access to any and all information HCA determines is necessary to satisfy its investigation of the termination. HCA will evaluate the circumstances and may, at its sole discretion bar the participation of the Bidder from this solicitation. *If discovered post contract award, failure to disclose any termination for default will result in termination of the contract with liquidated damages.*

**C. CONTRACTS WITH HCA**

(a)	Has the Bidder contracted with the HCA during the past 24 months?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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If yes, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.

**D. STATE OR FEDERAL DEBARMENT CERTIFICATION**

(a)	Is the Bidder, including any of its officers or holder of controlling interest; presently or been previously debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal contracts or grants by any federal department or agency?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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**E. CONFLICT OF INTEREST INFORMATION:** Failure to fully disclose any real or potential conflict of interest may result in disqualification of the Bidder or Termination for Default of any contract with the Bidder resulting from this solicitation if discovered post contract award.

(a)	If the Bidder's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.	<input type="checkbox"/> YES <input type="checkbox"/> NO
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If yes, state their positions within your organization, proposed duties under any resulting contract, their duties and position during their employment with the state and the date of their termination from state employment.

Indicate whether individual providing services retired using the 2008 Early Retirement Factors (ERF) or whether the company is owned by an individual who retired under the ERF and receiving compensation as a result of the contracted service.

(b)	Is any owner, key officer or key employee of the Bidder related by blood, marriage, or qualified domestic partner to an employee of HCA or has close personal relationship to the same?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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If yes, identify the parties, their current or proposed positions and describe the nature of the relationship.

(c)	Is the Bidder aware of any other real or potential conflict of interest?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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If yes, disclose the nature and circumstance of such potential conflict of interest. If after review of the information provided and the situation, HCA determines that a potential conflict of interest exists, HCA may, at its sole discretion, disqualify the Bidder from participating in this procurement.

**F. ADMINISTRATIVE**

(a)	Include a list of all RFP amendments downloaded by the Bidder from the WEBS and list in order by amendment number and date. If there are no RFP amendments, the Bidder must include a statement to that effect below this question.	<input type="checkbox"/> YES <input type="checkbox"/> NO
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**G. CONFIDENTIALITY**

(a)	Are there any pages in the proposal that the bidder has marked as “Confidential” or “Proprietary” (RFP Section 4.9)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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If yes, any information in the proposal that the successful Bidder desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Bidder is making the claim must be listed. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on the lower right hand corner of the page.

Include a separate piece of paper attached to **Exhibit A, Letter of Submittal** indicating the pages that have been marked “Confidential” and the particular exception from disclosure upon which the Bidder is making the claim.

**AUTHORIZED SIGNATURES:**

*By signing below you hereby certify that you are an authorized representative of your firm/company and empowered to negotiate, enter into, and execute, in the name and on behalf of your firm/company, any agreements or documents associated with this RFP and to bind your firm/company to the obligations stipulated therein.*

Name of Individual(s) Authorized to Bind the Organization	
Printed Name:	Title:

Signature <i>(Individual must be authorized to Bind the Organization)</i>	
Signature:	Date:

**Exhibit B**  
**CERTIFICATIONS AND ASSURANCES**

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 120 days following receipt, and it may be accepted by HCA without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
5. I/we understand that HCA will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of HCA, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Bidder or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant HCA the right to contact references and other, who may have pertinent information regarding the ability of the Bidder and the lead staff person to perform the services contemplated by this RFP.
10. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

We (circle one) **are / are not** submitting proposed Contract exceptions. (See Section 2.12, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.

**On behalf of the Bidder submitting this proposal, my name below attests to the accuracy of the above statement. *If electronic, also include: We are submitting a scanned signature of this form with our proposal.***

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Exhibit C**

Please refer to Exhibit C, Evaluation Question attached as a separate document.

### **Exhibit D, GeoCoding**

Please refer to Exhibit D, GeoCoding attached as a separate document on the SFT Site.

**Exhibit E, BH Data Book**

Exhibit E, BH Data Book attached as a separate document on the SFT Site

Exhibit F

**Evaluation Scoring Integrated Managed Care, North Central RSA Network**

The scoring is a combined (Medical, Mental Health and SUD) up to 200 points total. Up to 100 Points for Critical Medical Provider network (Hospital, Pharmacy, PCP, PED PCP and Obstetrics), Up to 50 total points for overall Mental Health network and CMHA affiliation combined, (this includes up to 30 for overall Mental Health Network and 20 for presence of CMHA affiliated providers), and Up to 50 for the SUD network. Up to 10 points can be subtracted from the total if a plan submits an incomplete submission or there is evidence of inaccurate data.

The Bidder must submit a network capable of providing all covered services to enrollees. The network submission must meet access standards described in Attachment 2, Draft Sample Integrated Managed Care Contract, Subsection 6.11 Provider Network – Distance Standards. In addition to this, Bidders must show that they will have the capacity to serve 80% or more of all eligibles within a given service area for all “Critical Providers” (Hospitals, Pharmacy, PCPs, PED PCPs, OBs and Mental Health), and show the capacity to deliver the SUD “Essential Services” (CMHA affiliated services, Substance Use Disorder Facilities (SUDFs), Beds, and Evaluation and Treatment Services (E&T)). To receive maximum credit for this section, the submission must include only those providers with whom the Bidder has a current contract.

NOTE: Networks must be submitted using the forms that are located on the SFT site. Exhibit D, GeoCoding contains the instructions for submitting the network.

In addition to the Critical Providers listed in paragraph one, the Bidder must provide a network of specialists that provides reasonable access to all program enrollees without unnecessary travel time or wait times for appointments. The specialty network must include those in the following list. :

Cardiologists, Oncologists, Ophthalmologists, Orthopedic Surgeons, General Surgery, Gastroenterologists, Pulmonologists, Neurologists, Otolaryngologists, and Specialists in Physical Medicine, and Rehabilitation services. The Bidder will submit their network for these providers as part of the RFP provider network submission using the files located on the SFT site.

Bidder must demonstrate that all Behavioral Health/SUD services identified below are available to clients:

- Opiate Substitution Treatment
- Adult Outpatient
- Adult Long Term
- Adult Intensive Inpatient (IIP)
- Adult Involuntary Treatment (ITA)
- Parenting & Pregnant Women
- Adult Recovery House
- Youth Outpatient
- Youth Intensive Outpatient
- Youth Residential
- Youth Recovery House
- PACT Services
- Evaluation and Treatment Services

**Exhibit G**  
**DIVERSE BUSINESS INCLUSION PLAN**

Do you anticipate using, or is your firm, a State Certified Minority Business?	Y/N
Do you anticipate using, or is your firm, a State Certified Women's Business?	Y/N
Do you anticipate using, or is your firm, a State Certified Veteran Business?	Y/N
Do you anticipate using, or is your firm, a Washington State Small Business?	Y/N

If you answered No to all of the questions above, please explain:

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Please list the approximate percentage of work to be accomplished by each group:

Minority	___%
Women	___%
Veteran	___%
Small Business	___%

Please identify the person in your organization to manage your Diverse Inclusion Plan responsibility.

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

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Attachment 1  
Non-Medicaid Funding Allocation**

Non-Medicaid funding comes from the following sources:

- Mental Health Block Grant (MHBG)
- Substance Abuse and Prevention and Treatment (SAPT) Block Grant
- General Fund State (GFS)
- Proviso Funds

In total, the North Central Regional Service Area (RSA) was allocated \$4,448,823 of Non-Medicaid funds for the provision of crisis services and non-crisis behavioral health services for both the Medicaid and non-Medicaid populations in the RSA for state fiscal year (SFY) 2017.

The MHBG and the SAPT block grant will be administered by the Behavioral Health Administrative Service Organization (ASO) in accordance with the plans developed locally for each grant. All block grant funds will be provided to the BH- ASO for sub-contracting.

Specific line items, including the Criminal Justice Treatment Act (CJTA), Juvenile Drug Court, Dedicated Marijuana Account (DMA), and ombudsman are allocated to the BH-ASO. Further, a portion of GF-S will be allocated a regional entity to manage the required Community Behavioral Health Advisory Board.

Utilization data provided by the Department of Social and Health Services' (DSHS), Behavioral Health Administration, was used to determine the split of GF-S funding between the Managed Care Organizations (MCOs) and the (ASO). After the Apparently Successful Bidders (ASBs) are selected and Medicaid enrollment in the region is processed, a further split will be made between the selected MCOs based on their proportional share of the overall Medicaid population. . These funding levels are **estimates** based on the current SYF 2017 annual allocation to the North Central Region. These estimates are subject to change.

Table 1 below depicts the **SFY 2017 annual allocations** to the ACH, ASO, and MCOs.

Funding	TBD – Regional Entity	ASO	MCOs	Total
SABG		\$ 459,638		\$ 459,638
MHBG		\$ 195,227		\$ 195,227
GF-S	\$ 40,000	\$ 1,405,394	\$ 1,207,097	\$ 2,652,491
Jail Services		\$ 68,028		\$ 68,028
PACT		\$ 112,248	\$ 61,500	\$ 173,748
Detention Decision Review		\$ 2,148		\$ 2,148
Assisted Outpatient Treatment		\$ 19,512		\$ 19,512
5480 - ITA Non-Medicaid		\$ 536,436		\$ 536,436
DMA		\$ 86,968		\$ 86,968
CJTA		\$ 209,627		\$ 209,627
OMBUDS		\$ 45,000		\$ 45,000
<b>TOTAL</b>	<b>\$ 40,000</b>	<b>\$ 3,140,226</b>	<b>\$ 1,268,597</b>	<b>\$ 4,448,823</b>

All proviso dollars are state funds. Outlined below, are definitions of provisos and other state-allocated funding sources:

- **5480:** Proviso funds passed in 2013 to provide additional local mental health services to reduce the need for hospitalization under the Involuntary Treatment Act. In North Central, these funds have been approved for use to support a Mobile Stabilization/Outreach Team. The team is intended to provide more outreach to individuals in the community to prevent mental health crises, as well as prevent unnecessary emergency department admissions and inpatient psychiatric hospitalizations.



- **Assisted Outpatient Treatment:** Funds received to support Assisted Outpatient Treatment (AOT). AOT is an order for Less Restrictive Alternative Treatment for up to ninety days from the date of judgment. AOT shall not order inpatient treatment.
- **Criminal Justice Treatment Account (CJTA):** Funds received, through a designated account in the State treasury, for expenditure on: a) SUD treatment and treatment support services for offenders with an addition of a SUD that, if not treated, would result in addiction, against whom charges are filed by a prosecuting attorney in Washington State; b) the provision of drug and alcohol treatment services and treatment support services for nonviolent offenders within a drug court program.
- **Designated Marijuana Account (DMA):** Funding to provide a) outpatient and residential SUD treatment for youth and children; b) PPW case management, housing supports and residential treatment program; c) contracts for specialized fetal alcohol services; d) youth drug courts; and e) programs that support intervention, treatment, and recovery support services for middle school and high school aged students. All new program services must direct at least eighty-five percent of funding to evidence-based or research-based programs and practices.
- **Detention Decision Review:** Funds that support the cost of reviewing a DMHP's decision whether to detain or not detain an individual under the State's involuntary commitment statutes.
- **Jail Services:** Funding to provide mental health services for mentally ill offenders while confined in a county or city jail. These services are intended to facilitate access to programs that offer mental health service upon mentally ill offenders' release from confinement. This includes efforts to expedite applications for new or re-instated Medicaid benefits.
- **Program for Assertive Community Treatment (WA - PACT):** Funds received per the budget proviso for development and initial operation of high-intensity programs for active community treatment PACT teams.

Attachment 2  
Draft Sample Integrated Managed Care Contract

Attached as a separate document

ATTACHMENT 3  
DRAFT SAMPLE Behavioral Health Services Wraparound Contract

Attached a separate document.