

**STATE OF WASHINGTON
WASHINGTON STATE HEALTH CARE AUTHORITY
REQUEST FOR PROPOSAL (RFP)
NO. 15-008**

It is the responsibility of the potential bidders to carefully read, understand, and follow the instructions contained in this RFP document and all amendments to the RFP.

PROJECT TITLE: Apple Health – Fully Integrated Managed Care, a Managed Care program for Children and Adults.

PROPOSAL DUE DATE: September 30, 2015, **no later than 2:00 p.m. PACIFIC TIME**

EXPECTED PERIOD OF CONTRACT: April 1, 2016 through December 31, 2017, with anticipated annual renewal through December 31, 2019 and periodic rate adjustments the Health Care Authority sees warranted.

OPTION TO EXTEND CONTRACT PERIOD: At its sole discretion, the Health Care Authority (HCA) may renew any contract awarded as a result of this RFP in whatever time increments HCA deems necessary.

OPTION TO NOT AWARD ANY CONTRACT: At its sole discretion, HCA may decide to not award any contract whatsoever as a result of this RFP. No bidder has any vested right to any contract that relates in any way to this RFP.

MINIMUM REQUIREMENTS FOR BIDDING: This procurement is open to those organizations that satisfy the following minimum requirements:

- The Bidder must be licensed to do business in the state of Washington.
- Organizations must submit a Letter of Intent to Propose by the August 21, 2015, deadline in order to submit a response to this RFP.
- Be a Managed Care entity in good standing with the Washington State Office of the Insurance Commissioner.
- Have a current contract with HCA under Apple Health, Medicaid Managed Care program to provide full scope managed care to Medicaid enrollees covered by HCA.
- Be willing to comply with the terms contained in the attached draft contract. Terms are subject to change by HCA after further consideration of the RFP responses and upon receipt of any suggestions from Bidders.
- 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).

Bidders who do not meet and demonstrate these minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any Proposal that is rejected as non-responsive will not be evaluated or scored.

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Exhibits and Attachments:

- Exhibit A – Letter of Submittal
- Exhibit B – Certifications and Assurances
- Exhibit C – Management and Technical Specifications Proposal
- Exhibit D – Network Narrative
- Exhibit E – References
- Exhibit F – Geocoding AH-FIMC Bidders Instructions
- Exhibit G – Checklist for Responsiveness
- Attachment 1 – Sample Apple Health – Fully Integrated Managed Care Medicaid Contract
- Attachment 2 – Sample Behavioral Health Services Wraparound Contract

1. DEFINITIONS

The following terms as used throughout this RFP shall have the meanings set forth below:

“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; and have been certified as meeting the requirements of 42 C.F.R. § 438.6(c) by actuaries who meet the qualification standards established by the American Academy of Actuaries and follow the practice standards established by the Actuarial Standards Board.

“Addendum or Amendment” means the written clarification or revision to this RFP issued by the RFP Coordinator.

“Agency or HCA” means the Health Care Authority the agency of the state of Washington issuing this RFP.

“Apparently Successful Bidder (ASB)” means 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” means mental health and substance use disorder.

“Bidder” means the individual, company, or firm submitting a Proposal in order to attain a contract with the Agency.

“Business Days and Hours” means Monday through Friday, 8:00 a.m. to 6:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

“Confidential Information” means information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes. Confidential Information may include, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit and debit card information, driver’s license numbers, medical data, law enforcement records, source code or object code, security data, or any related payroll/labor data.

“Contractor” means that firm, provider, organization, individual or other entity performing services under these contracts. It includes any subcontractor retained by the prime contractor as permitted under the terms of this contract.

“Contractor Account Manager” means a representative of Contractor who is assigned as the primary contact person whom the HCA Contract Manager must work with for the

duration of the awarded Contract and as further defined in the section titled Contractor Account Manager.

“DUNS® Number” means a Data Universal Numbering System which 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.

“Department of Enterprise Services (DES)” means the Department of Enterprise Services.

“Dun and Bradstreet (D&B)” means a commercial entity which maintains a repository of unique identifiers (D-U-N-S Numbers) recognized as the universal standard for identifying business entities and corporate hierarchies.

“Firm, Fixed Price” means a price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction, and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

“Health Care Authority (HCA)” means the state of Washington Health Care Authority and its employees and authorized agents.

“HCA Contract Administrator” means that HCA employee designated to receive legal notices, and to administer, amend, or terminate this Contract.

“HCA Contract Manager” means the agency employee identified as the Program Manager designated to manage and provide oversight of the day-to-day activities under this Contract. The HCA Contract Manager shall be the primary contact with Contractor concerning Contractor’s performance under this Contract; the HCA Contract Manager does not have authority to accept legal notices on behalf of HCA or amend this Contract.

“Health Insurance Portability and Accountability Act (HIPAA)” means the federal Health Insurance Portability and Accountability Act, 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.

“Local Time” means Pacific Time Zone as observed by the state of Washington.

“Mandatory [M]” means the Bidder must comply with the requirement, and the Response will be evaluated on a pass/fail basis.

“Mandatory Scored [MS]” means the Bidder must comply with the requirement, and the Response will be scored.

“Normal Business Hours” means normal State business hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. except State Holidays.

“Pass/Fail [P/F] Question” means the response to the question will be evaluated on a pass/fail basis.

“Professional Services” means professional or technical expertise provided by a consultant to accomplish a specific study, project, task, or other work statement.

“Proposal” means a written offer to perform services to the State in response to an RFP or other acquisition process.

“Proposal Due Date/Time” means the date and time specified in the RFP Procurement Schedule for submission of Proposals in response to this procurement.

“Proprietary Information” means information owned by the Bidder to which the Bidder claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

“Purchaser” means the state of Washington Health Care Authority; any division, section, office, unit or other entity or Purchaser; or any of the officers or other officials lawfully representing Purchaser.

“Request for Proposal (RFP)” means a 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 consultant community to suggest various approaches to meet the need at a given price.

“Revised Code of Washington (RCW)” means the laws of the state of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://www.leg.wa.gov/LawsAndAgencyRules/Pages/default.aspx>

“State of Washington” Unless otherwise restricted, includes all members of the state of Washington, State Purchasing Cooperative including where applicable: State agencies, political subdivisions of Washington qualified non-profit corporations, institutions of higher education (e.g., colleges, universities, community & technical colleges) who choose not to purchase independently under RCW 28.B.10.029.

“Subcontractor” means one not in the employment of a Contractor, who is performing all or part of the business activities under this RFP under a separate contract with Contractor. The term “Subcontractor” means Subcontractor(s) of any tier.

“USB Flash, Jump, or Thumb Drive” means a portable storage device that holds data and connects to the computer via USB port.

“Washington Administrative Code (WAC)” means the rules adopted by agencies to implement legislation and RCWs. All references in this Contract to WAC chapters or sections include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://www.leg.wa.gov/LawsAndAgencyRules/Pages/default.aspx>

2. INTRODUCTION

2.1 Background and Purpose

The State Health Care Innovation Plan, Healthier Washington, and E2SSB 6312, passed by the Washington State legislature in 2014, provides policy direction for Washington State 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) services through managed care by 2020.

The Washington legislature set forth two pathways to meeting this directive by January 1, 2020. Beginning in April, 2016, in Regional Services Areas (RSAs) that have elected to pursue the “Early Adopter” purchasing path, care for Medicaid beneficiaries will be purchased through fully-integrated contracts between the Health Care Authority (HCA) and Medicaid Managed Care Organizations (MCOs), with MCOs at risk for the full continuum of physical and behavioral health services for Medicaid beneficiaries. This program is known as “Apple Health- Fully Integrated Managed Care”. (RCW 71.24.850)

Per E2SSB 6312, by June 2015, County Authorities were required to submit a binding letter of intent to HCA declaring that they will implement of the Apple Health Fully Integrated Managed Care program by April, 2016. To date, Clark and Skamania counties, forming the Southwest Washington (SWWA) RSA, have submitted letters declaring this intent. Other regions may be interested in moving towards a fully integrated delivery system before 2020. Per E2SSB 6312, HCA anticipates that all regions of the State will integrate physical and behavioral health care services by 2020.

When the Apple Health Fully Integrated Managed Care program is implemented, the Regional Support Network (RSN) system that currently delivers mental health services to individuals who meet Access-to-Care Standards, and manages the mental health crisis system on a regional basis will cease operations (March 31, 2016). Additionally, the contracts between the Department of Social and Health Services (DSHS) for the provision of outpatient Substance Use Disorder services (SUD) on a fee-for-service basis, and the direct contracts between DSHS and SUD residential treatment providers will be terminated on March 31, 2016. The benefits historically provided through these Contracts have been integrated into two contracts shown in Attachments 1 and 2 that comprise the new Apple Health Fully Integrated Managed 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 State Plan. The Behavioral Health Services Wraparound Contract provides additional benefits to Medicaid beneficiaries that would not otherwise be covered by Medicaid, financed through the Substance Abuse Prevention and Treatment (SAPT) block grant, and funded by the Washington State legislature.

Any MCO 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 for the entire RSA.

The vast majority of Medicaid enrollees in the Southwest Washington RSA will be enrolled in the Apple Health Fully Integrated Managed Care program; including all

current Apple Health managed care enrollees. Further details on populations are provided in Exhibit J of Attachment 1 of this RFP.

A smaller subgroup of enrollees who are not eligible for managed care medical services, as identified in Exhibit J of Attachment 1 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.

Other new aspects of the program include the following:

Regional purchasing, per E21SSB 6312, will be in effect in April, 2016. 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 may be necessary for an MCO to expand their 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 Apple Health Fully Integrated Managed Care 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) criteria for determining addiction treatment placement, length of stay, etc. for individuals with addiction and co-occurring disorders.

New clients will be able to apply for Apple Health Fully Integrated Managed Care and enrollment will be processed overnight through the HealthPlanFinder/Health Benefit Exchange. Eligible clients will be enrolled into the managed care plan of their choice with a retro-enrollment back to the first day of the current month in which the individual applied for coverage. The enrollment timeline is as close to same-day/24 hours as the overnight processing. Eligible clients who do not choose a plan will be auto-assigned to one.

Before any SUD treatment is disclosed, the MCO must ensure they have 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 federal rules prohibits 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 successful bidder in this procurement will be awarded a fully-integrated Medicaid Contract and a Behavioral Health Services Wraparound Contract. The Behavioral Health Services Wraparound Contract integrates the benefits that are financed by non-Medicaid funding sources (SAPT block grant and 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 this Contract are currently provided by either the RSN, the County, or SUD residential treatment providers. Services funded by the SAPT block grant must be prioritized for the SAPT priority populations, as identified in Section 6 of Attachment 2 of this RFP and required by the Substance Abuse and Mental Health Services Administration (SAMHSA). For non-Medicaid services that require the application of medical necessity criteria, including the provision of SUD residential services, mental health residential services, or withdrawal management services in an Institute for Mental Disease (IMD), the medical necessity criteria must be no more stringent than criteria applied for the same service when reimbursed by Medicaid in a non-IMD facility. Because the Center for Medicare and Medicaid Services (CMS) prohibits the use of Medicaid funds for services provided in certain IMD facilities, the Behavioral Health Services Wraparound Contract will provide the bidder with a non-Medicaid funding source to pay for medically necessary services provided in IMDs, in addition to other wraparound behavioral health services as detailed in Section 16 of Attachment 2 of this RFP that complement the Medicaid benefit package.

Certain services and functions that are currently managed by the County or the RSN are either insurance blind, or most effectively administered by one organization on a regional basis. HCA is releasing a separate Request for Proposals to 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 Southwest Washington RSA, including Medicaid beneficiaries:

- Maintenance of a 24/7/365 regional crisis hotline, accessible to all individuals regardless of insurance status;
- 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;
- Administration of the Involuntary Treatment Act (71.05 and 71.34), including:
 - Reimbursing the county for court costs associated with Involuntary Treatment Act (ITA);
 - 24/7 availability of DMHPS to conduct assessments and emergency detentions;
 - 24/7 availability of DMHPs to file petitions for detentions and provide testimony for ITA services.
- 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:

- Provide services to identify and evaluate alcohol and drug involved individuals requiring protective custody, detention, or involuntary commitment services;
- Manage the case finding, investigation activities, assessment activities, and legal proceeding associated with CD ITA cases.
- Provision of substance use disorder crisis services on a short term basis to intoxicated or incapacitated individuals in public, including:
 - General assessment of the patient's condition
 - Interview for diagnostic or therapeutic purposes
 - Transportation home or to an approved treatment facility
- Operation of a behavioral health Ombudsman.

Each MCO contracted through this procurement will be required to subcontract with the organization described above and selected under procurement 15-016, 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 Behavioral Health – Administrative Services Organization (BH-ASO) to monitor the needs and utilization of any enrollee who accesses a crisis services through the BH-ASO.

By April, 2016, as part of the Healthier Washington initiative and authorized in E2SHB 2572, Accountable Communities of Health (ACHs) will be designated and 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. The Regional Health Alliance in Southwest Washington is currently applying for designation as a formal ACH, and is preparing to operate a regional Behavioral Health Advisory Board as required by E2SSB 6312, which MCOs will be required to participate in. MCOs selected under this procurement are expected to participate in the regional ACH and coordinate closely with ACH partners on regional health improvement strategies.

2.2 Objectives

HCA is seeking an ongoing partnership with MCOs that demonstrates 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:

- Provide the full continuum of comprehensive services including primary care, pharmacy, mental health, and substance use disorder treatment through collaborative care coordination and the integration of services under a single entity;
- 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.
- Develop appropriate systems of care and improve access to care for high needs enrollees by linking the crisis response system, community resources, and clinical services;
- Maintain a network capable of ensuring access and continuity of all covered services, including behavioral health services, as outlined in the attached contracts;
- 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/hw/Pages/default.aspx>);
- Provide seamless transitions as enrollees move across systems of care, based on the enrollee's needs and the enrollee's rights;
- Ensure continuity of care for members during the transition from the current RSN/county-based system to the Fully Integrated Managed Care program; and
- Partner with the Accountable Community of Health (ACH) and 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.

2.3 Contract Term

The period of performance of any contracts resulting from this RFP is tentatively scheduled for April 1, 2016, through December 31, 2017. As noted above, HCA also reserves the right, in its sole discretion, to not award any contract at all.

At its sole discretion, HCA may renew any contract awarded as a result of this RFP 15-008 in whatever time increments HCA deems necessary. HCA anticipates renewals of the contract through 2019.

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 Fully Integrated Managed Care (FIMC) Medicaid Contract. Behavioral health benefits may also be updated for parity and alignment with changes in state or federal law or funding. The final FIMC Medicaid contract and the Behavioral Health Services Wraparound Contract will be available to Bidders prior to Contract execution.

2.4 Rates and Funding

Actuarially sound rates will be set for enrollees under the Fully Integrated Managed Care (FIMC) Medicaid Contract as per member per month payments.

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

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

HCA will not make any payment in advance of a contract resulting from this procurement. Do not request early payment, down payment, or partial payment of any kind. The Contractor shall only receive payment for services provided under a properly executed Contract beginning no earlier than April 1, 2016.

2.5 Americans with Disabilities Act

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

3. GENERAL INFORMATION FOR BIDDERS

3.1 RFP Coordinator

The RFP Coordinator is the sole point of contact in HCA for this procurement. 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. All communication between the Bidders and HCA upon receipt of this RFP must be with the RFP Coordinator or their designee, as follows:

Vicki Sprague, RFP Coordinator
Email: contracts@hca.wa.gov

UPS, FedEx, or hand delivery of Proposal:

Vicki Sprague, RFP Coordinator
15-008 – Apple Health Fully Integrated Managed Care in Early Adopter Regions
3819 Pacific Avenue SE, Suite A
Lacey, WA 98503-6501

Bidders are hereby advised that the U.S. Postal Service does not make deliveries to our physical location at the warehouse/mailroom. Proposals may be delivered by hand or courier/overnight service to our physical location at the warehouse/mailroom location.

If hand delivering the Proposals, the Bidder **must** actually hand the Proposal to an individual located at our warehouse/mailroom at the address listed above. Staff at the warehouse will provide you with a receipt that provides you with a date and time the Proposal was received.

3.2 Communications

All Communications concerning this acquisition must be directed to the RFP Coordinator. Unauthorized contact regarding the RFP with other state employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on HCA. Bidders shall reply only on written statements issued by the RFP Coordinator. Solicitation to HCA employees is prohibited in any form.

Base your Proposal on the material contained in the RFP and any subsequent amendments. Disregard any draft material you may have received and any oral representations by any party.

You may use email for any communications required in this RFP except your Proposal.

HCA does not take responsibility for any problems in the e-mail, or Internet delivery services either within or outside HCA.

3.3 Data Book and Rates

Bidders who submit a Letter of Intent to Propose will receive the Medicaid Data Book and Rates and non-Medicaid regional Funding Allocation. The data book supporting the

rate development will include summaries by rate population, as well as by key conditions. Data is derived from utilization of Medicaid/SCHIP clients over time from July 2012 – December 2014 based on data received from RSNs and counties, HCA, and participating MCOs.

3.4 Procurement Schedule

All Bidders must adhere to the following schedule of activities. Bidders mailing Proposals should allow normal mail delivery time to ensure timely receipt of their Proposals by the RFP Coordinator listed in this RFP. Late Proposals will not be accepted, nor will time extensions be granted.

RFP PROCUREMENT SCHEDULE

| Activity | Due Dates | Time |
|--|-------------------------------------|---------------------------|
| RFP Release Date | August 6, 2015 | |
| Mandatory Letter of Intent to Propose | August 21, 2015 | 2:00 p.m. Pacific Time |
| Data Book and Rates Memo release to Bidders with Letters of Intent | August 24, 2015 | |
| Bidder Conference (Pre-Proposal) | September 2, 2015 | |
| Bidder Questions | September 4, 2015 | |
| Amendment - HCA Response to Bidder Questions | September 22, 2015 | |
| Complaints Deadline | September 23, 2015 | 2:00 p.m. Pacific Time |
| Proposal Deadline from Bidders | September 30, 2015 | 2:00 p.m. Pacific Time |
| Evaluation Period (approximate time frame) | October 29 – November 16, 2015 | |
| Projected Announcement of Apparently Successful Bidder(s) | November 17, 2015 | |
| Announce Any Unsuccessful Bidder(s) | November 17, 2015 | |
| Hold Debriefing conference calls (if requested) | November 17-19 2015 | |
| Unsuccessful Bidder Protest | November 20-25, 2015 | |
| Contract Negotiations | November 25, - December 11, 2015 | |
| Contract Execution | December 22-30, 2015 | |
| Contract Start Date (on or before) | April 1, 2016 | |

HCA reserves the right to adjust this schedule as it deems necessary, at its sole discretion.

The contents of this RFP and any Amendments will be posted on the HCA website at <http://www.hca.wa.gov/Pages/rfp.aspx>.

3.5 [M] Minimum Requirements

- 3.5.1 The Bidder must be licensed to do business in the state of Washington.
- 3.5.2 Organizations must have submitted a Letter of Intent to Propose that is received by HCA on or before 2 p.m., August 21, 2015, deadline in order to submit a response to this RFP.
- 3.5.3 The Bidder must be a Managed Care entity in good standing with the Washington State Office of the Insurance Commissioner.
- 3.5.4 The Bidder must be willing and able to comply with the terms contained in the attached draft contracts. Terms are subject to change by HCA as the RFP process continues.
- 3.5.5 Bidders must have a contracted provider network covering the respective Regional Service Area and that includes essential medical and behavioral health providers, as described in this RFP.

3.6 [M] Letter of Intent to Propose

The Bidder must send HCA a Letter of Intent to Propose to be eligible to submit a Proposal. The Bidder may submit the Letter of Intent to Propose in person or via email. Submit the Letter of Intent to Propose to the RFP Coordinator no later than date and time stated in the RFP Procurement Schedule. If submitting by email, please reference the RFP number 15-008 Letter of Intent to Propose and the Organization's Name in the subject line and send to the RFP Coordinator at the email address listed in Section 3.1. By submitting the letter, the Bidder accepts the procedure, review criteria, and the administrative instructions of this RFP.

Under no circumstances will Letters of Intent to Propose be accepted after the deadline. Submitting a Binding Letter of Intent to Propose indicates your commitment to develop and submit a responsive Proposal for Clark and Skamania counties. Letters of Intent to Propose may be used as a pre-screening mechanism to determine whether minimum qualifications are met.

Information in your Letter of Intent to Propose should be placed in the same order as the following outline:

1. Bidder's Organization Name;
2. Bidder's authorized representative for this RFP (This representative shall also be named the authorized representative identified in the Bidder's Proposal);
3. Title of authorized representative;
4. Address;
5. Telephone number;
6. Email address;
7. Statement of intent to propose; and
8. A detailed description documenting how you meet **ALL** of the Minimum Requirements specified in Section 3.5 of the RFP.

Failure to submit a Letter of Intent to Propose which addresses all the elements above disqualifies the Bidder from further participation in the RFP process for Clark and Skamania counties.

HCA reserves the right to request clarification from the potential bidder regarding their Letter of Intent to Propose response. The request for clarification regarding the Letter of Intent to Propose will not extend the deadline for submission of responses to this RFP.

Only bidders submitting a Letter of Intent to Propose will receive amendments and other information regarding this RFP.

The RFP will have three (3) evaluation stages, which are:

1. Review of Mandatory Elements;
2. Evaluation of Scored Elements; and
3. Review of provider networks to ensure essential provider networks are sufficient to meet the needs of the population.

Up to three (3) successful bidders will be selected to serve the Regional Service Area. The awards will be given to the top two bidders unless a third bidder has an equivalent score within 2% of the total points.

3.7 [M] Delivery of Proposals

The Proposal must be received by the RFP Coordinator at the address specified in Section 3.1 of this RFP no later than the date and time specified in the RFP Procurement Schedule. 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. Bidders are encouraged to submit their responses at least one (1) day early to ensure against unforeseen delivery issues such as weather or traffic problems. HCA assumes no responsibility for delays caused by the U.S. Postal Service or other delivery systems regarding any documents relating to this RFP. Time extensions will not be granted. Documents received after the specified deadline will be deemed as non-responsive and will not be accepted, reviewed, or evaluated.

Emailed Proposals will not be accepted and will be disqualified.

All Proposals and any accompanying documentation become the property of the HCA and will not be returned.

3.8 Bidders Questions and Answers

3.8.1 It is the responsibility of the potential bidders to carefully read, understand, and follow the instructions contained in this RFP document and all amendments to the RFP.

3.8.2 All questions regarding this RFP must be in writing (e-mail) and addressed to the RFP Coordinator. HCA will only answer questions received no later than the date and time specified in the RFP Procurement Schedule. Questions received after the date and time stated in the schedule will not be accepted.

3.8.3 Bidders' questions and HCA's official written answers will be posted on the HCA Website by the date in the RFP Procurement Schedule and may be downloaded from the website. The RFP Coordinator will not send individual notification to Bidders when responses to the questions are available.

3.9 Complaint Process

A potential Bidder may submit a complaint regarding this RFP. Grounds for the complaint must be one (1) or more of the following:

- The procurement unnecessarily restricts competition.
- The described procurement evaluation or scoring method is unfair or flawed.
- The procurement requirements are inadequate or insufficient to prepare a response.

The complaint must be submitted in writing to the RFP Coordinator by the Complaints Deadline listed in the RFP Procurement Schedule. The complaint may not be raised again during the protest period.

The complaint must contain ALL of the following:

- The complainant's name, name of primary point of contact, mailing address, telephone number, and e-mail address (if any);
- A clear and specific statement articulating the basis for the complaint; and
- A proposed remedy.

HCA will send a written response to the complainant before the deadline for Proposal submissions. This is the sole and exclusive process for submitting any complaint regarding the RFP and for HCA to resolve any such complaint. The complainant does not have the right to an adjudicative proceeding or to any other type of formal "hearing." The submission of complaint, and any HCA action on any such complaint, is not subject to or governed by the Administrative Procedure Act. The response will explain HCA's decision and steps it will take in response to the complaint (if any). The complaint and the response, including any changes to the solicitation that may result, will be posted on the HCA website. HCA's decision is final; no further appeal will be available.

4. GENERAL PROVISIONS

4.1 Costs of Proposal Preparation

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

4.2 Alternative Proposals

Each Bidder may submit only one Proposal. Unless specifically required in the RFP, HCA will reject all of your Proposals if you include alternatives within your Proposal or send multiple Proposals.

4.3 Ownership of Proposals

All proposals and materials submitted in response to this RFP shall become the property of HCA. HCA will have the right to use ideas or adaptations of ideas that are presented in the responses. Selection or rejection of the offer will not affect this right.

4.4 Insurance

Prior to contract execution, the Contractor may be required to provide a Certificate(s) of Insurance executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth in the Contract.

4.5 Receipt of Insufficient Number of Competitive Proposals/Responses

If HCA receives only one (1) responsive Proposal as a result of this RFP, HCA reserves the right to either: (a) select that Bidder and select an organization that did not submit a bid but that HCA, in its sole discretion, concludes best meets the needs of HCA; or (b) not award any contract at all.

4.6 Non-Responsive Proposals/Waiver of Minor Irregularities

HCA will not be liable for any errors or omissions in Bidder's Proposal. Bidders will not be allowed to alter Proposal documents after the RFP Responses due date identified in the RFP Procurement Schedule.

Read all instructions carefully. All Proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. If you do not comply with any part of this RFP, HCA may, at its sole discretion, reject your Proposal as non-responsive.

HCA reserves, in its sole discretion, the right to waive minor administrative irregularities contained in any Proposal including, but are not limited to, items that:

- Do not affect responsiveness;

- Are merely a matter of form or format;
- Do not change the relative standing or otherwise prejudice other offers;
- Do not change the meaning or scope of the RFP;
- Are trivial, negligible, or immaterial in nature;
- Do not reflect a material change in the work; or
- Do not constitute a substantial reservation against a requirement or provision.

4.7 Amendment to the RFP

HCA reserves the right to revise the RFP and to issue amendment(s) to the RFP. HCA may correct errors in the solicitation document identified by HCA or a Bidder. Any changes or corrections will be made by one (1) or more written amendment(s), dated, and attached to or incorporated in and made a part of this solicitation document. In addition, the answers to questions that are submitted to the RFP Coordinator, together with other pertinent information, shall be provided as an amendment to the RFP. All changes must be authorized and issued in writing by the RFP Coordinator. If there is any conflict between amendments/addenda, or between an amendment and the RFP, whichever document was issued last in time must be controlling.

The Bidder is instructed to disregard any oral representations it may have received. Proposal evaluation will be based on the material contained in the RFP and any amendments to the RFP that have been issued.

It is incumbent upon each potential Bidder to carefully examine these requirements, terms and conditions. If any potential Bidder believes there are discrepancies, omissions or ambiguities in this RFP, the Bidder may submit a written request to the RFP Coordinator for an interpretation. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information shall be made, in writing, including email transmissions, to the RFP Coordinator, as specified in Section 3.1 of this RFP.

4.8 No Obligation to Buy

HCA reserves the right and without penalty to reject, in whole or in part, any or all Proposals, to award no contract as a result of this RFP, to advertise for new Proposals, to abandon the need for such services, and to cancel or reissue this RFP prior to execution of a contract if it is in the best interest of HCA to do so, as determined by HCA in its sole discretion.

4.9 Mandatory Response Overview

The Bidder must complete a response to each mandatory question. Proposals may be disqualified for not completing Proposal sections. Each Mandatory item is noted with an [M] and scored on a Pass/Fail basis. Each Mandatory Scored item is noted with a [MS] and scored based on how Bidder response meets compliance with requirement.

In response to each RFP requirement, Bidders must clearly state whether or not their Proposal meets the requirement by providing a detailed description of how they meet the requirement. The Proposal will be scored based on how well the Bidder meets HCA's requirements. Failure to meet an individual requirement will not be the basis for disqualification; however, failure to provide a response may be considered non-responsive and be the basis for disqualification of the Proposal.

4.10 [M] Proprietary Information/Public Disclosure

HCA is subject to the Public Records Act, chapter 42.56 RCW. Bidder's Response can be disclosed through the process set forth in this subsection. Portions of Bidder's Response may be protected from disclosure through the process set forth in this subsection.

- Bidder cannot restrict its entire Response or entire sections of the Response from disclosure.
- Bidder cannot restrict its pricing from disclosure.

Any attempts to restrict disclosure through use of footers on every page and/or statements restricting disclosure will not be honored and may subject Bidder to disqualification.

If Bidder wants to protect any Proprietary Information that is included in its Response from disclosure, the information must be clearly identified by Bidder as Proprietary Information. Each page claimed to be exempt from disclosure must be clearly identified by the word "Proprietary" printed on the lower right hand corner of the page. Bidder must identify sections or pages claimed as Proprietary in its Letter of Submittal (Section 0 Letter of Submittal).

HCA will maintain the confidentiality of all information marked Proprietary to the extent consistent with the Public Records Act. If a public disclosure request is made to view Bidder's Proprietary Information, HCA will notify Bidder of the request and of the date that the Proprietary Information will be released to the requester unless Bidder obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Bidder fails to obtain the court order enjoining disclosure, HCA will release the Proprietary Information, on the date specified.

HCA's sole responsibility shall be limited to maintaining Bidder's identified Proprietary Information in a secure area and to notify Bidder of any request(s) for disclosure for so long as HCA retains Bidder's information in HCA records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Bidder of any claim that such materials are exempt from disclosure.

HCA will charge for copying and shipping any copies of materials requested as outlined in chapter 182-04 Washington Administrative Code (WAC). Address requests for copying or inspecting materials to the RFP Coordinator named in this RFP.

HCA will retain RFP records in accordance with Washington State and HCA Records Retention Schedules.

4.11 Acceptance Period

Proposals providing less than one hundred twenty (120) calendar days for acceptance by HCA from the Proposals due date will be considered non-responsive and will be rejected. Proposals that do not address all areas requested by this RFP may be deemed non-responsive and may not be considered for a possible contract resulting from this RFP.

4.12 Authority to Bind HCA

The HCA Director and the Director's designees are the only persons who may legally commit HCA to the expenditures of funds under contracts or amendments to the contract resulting from this RFP. The Contractor shall not incur, and HCA shall not pay, any costs incurred before a contract or any subsequent amendment is fully executed.

4.13 Contract Terms

The Apparently Successful Bidder(s) are expected to sign both contracts with terms that are substantially the same as the sample contracts included with this RFP as draft Contracts. The Contracts will also incorporate this RFP and the successful Proposal.

Either party may propose additional contract terms and conditions during negotiation of the final Contracts. By submitting a bid, each Bidder acknowledges that the Contracts are not contracts of adhesion and that the concept of construing contracts' terms against the drafter is inapplicable. These terms and conditions will be within the scope of the RFP and will not affect the Proposal evaluations. However, as stated in this section, proposed alternate language to the Sample Contracts, Attachments 1 and 2, must be **attached** to Exhibit B, Certifications and Assurances.

If two or more organizations' joint proposal is apparently successful, **one organization must be designated as the Prime Bidder**. The Prime Bidder will be HCA's sole point of contact and will bear sole responsibility for performance under any resulting contract.

If the Apparently Successful Bidder(s) refuses to sign the final contract within thirty (30) business days of delivery, HCA may cancel the selection and award the contract to the next-highest-ranked Bidder(s).

4.14 Centers for Medicare and Medicaid Services (CMS) Approval

Any contract awarded as a result of this RFP will require the approval of CMS. Should CMS fail to approve the contract resulting from this RFP, the resulting Contract may be terminated in accordance with the "Savings" clause of the Contract.

4.16 Incorporation of RFP and Proposal in Contract

This RFP and the Bidder's response, including all promises, warranties, commitments, and representations made in the successful Proposal, are binding and incorporated by reference in HCA's contract with the Bidder.

4.17 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 that the Bidder can offer. At its discretion, HCA reserves the right to request best and final offers from the RFP finalists. Bidder must be prepared to accept this RFP for incorporation into a contract resulting from this RFP. The contract may incorporate some of or the Bidder's entire Proposal. It is understood that the Proposal will become a part of the official file on this matter without obligation to HCA.

4.18 Withdrawal of Proposals

Bidders may withdraw a Proposal that has been submitted at any time up to the Proposal due date and time in Section 3.4. A written request signed by an authorized representative of the Bidder must be submitted to the RFP Coordinator by email. After withdrawing a previously submitted Proposal, the Bidder may submit another Proposal at any time up to the Proposal due date and time as listed in Section 0 of this RFP.

4.19 Proposal Clarifications

HCA will make the sole determination of the clarity and completeness of each Bidder's Proposal. HCA reserves the right to require clarification, additional information and materials in any form relative to any or all of the provisions or conditions of this RFP.

4.20 Non-Endorsement

No informational pamphlets, notices, press releases, research reports and/or similar public notices concerning this project, may be released by any Apparently Successful Bidder, without obtaining prior written approval from HCA.

4.21 Waivers

HCA reserves the right, at its sole discretion, to waive specific terms and conditions contained in this RFP. It must be understood by Bidders that the Proposal is predicated upon acceptance of all terms and conditions contained in this RFP, unless the Bidder has obtained such a waiver in writing from HCA prior to submission of the Proposal. Such a waiver, if granted, will be granted to all Bidders.

4.22 Worker's 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. Neither the state of Washington nor HCA will be held responsible in any way, for claims filed by the Contractor or their employees for service(s) performed under the terms of the contracts awarded from this RFP.

4.23 Minority and Women Owned and Veteran Owned Business Enterprises

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, and RCW 43.60A.200 and 39.19, the State of Washington encourages participation by veteran owned business enterprises and Minority & Women Owned Business

Enterprises (MWBE), either self-identified or certified by, respectively, the Department of Veterans Affairs or the Office of Minority & Women's Business Enterprises (OMWBE). While the State does not give preferential treatment, it does seek equitable representation from the veteran owned business and minority and women's business communities.

Participation by veteran owned and MWBE contractors may be either on a direct basis in response to this RFP or as a subcontractor to a contractor. However, no preference will be given in the evaluation of Proposals, no minimum level of MWBE or veteran-owned business participation shall be required, and Proposals will not be evaluated, rejected or considered non-responsive on that basis.

Bidders may contact the Office of Minority & Women's Business Enterprises (OMWBE) at <http://www.omwbe.wa.gov/index.shtml> and/or the Department of Veterans Affairs at <http://www.dva.wa.gov/program/certified-veteran-and-servicemember-owned-businesses> to obtain information on certified firms for potential sub-contracting arrangements or for information on how to become certified.

4.24 Right to Withdraw Award

HCA reserves the right to withdraw the letter of award if prior to executing the contract a receiver is appointed to take possession of the ASB's assets, the ASB makes a general assignment for the benefit of creditors, or the ASB becomes insolvent or takes or suffers action under the federal Bankruptcy Act. In such event, HCA may, in its sole judgment, issue a letter of award to the ASB ranked second as a result of the Proposal evaluation.

5. PROPOSAL CONTENT AND SUBMISSION

5.1 [M] Submission of Proposal

Bidders are required to submit their Proposal in both electronic and hard copy format. Bidders must submit one (1) hard copy with **original** signatures, and five (5) identical paper **copies** of their Proposal. Submit two (2) electronic copy of all required information on a USB Flash, Jump, or Thumb Drive in Microsoft Office 2003 or later. Ensure the USB Flash, Jump, or Thumb Drive is labeled with the date, RFP title, RFP number, and Bidder's name and packaged with the original copy of the Proposal.

The RFP Coordinator must receive the Proposal at the address specified no later than the date and time specified in RFP Procurement Schedule. Late Proposals will not be accepted and shall automatically be disqualified from further consideration. The method of delivery shall be at the Bidder's discretion and it is the Bidder's sole risk to assure delivery at the designated office. Faxed or emailed Proposals will not be accepted and will be disqualified.

For the Proposal to be considered complete the Bidder must comply with **all requirements** of this RFP. Bidders must submit a Proposal that responds to all sections of the RFP. Bidder's failure to comply with any part of HCA's RFP may result in the Bidder's Proposal being disqualified as non-responsive to HCA request.

5.2 [M] Proposal Format

The Proposal should be prepared simply and economically, providing straightforward and concise description of the Bidder's ability to meet the requirements of this RFP.

Proposals must be prepared using 12-size font Arial or Times Roman and printed on single-side 8.5" x 11" inch paper using separators for the major sections of the Proposal with each copy bound either by binder clips or in 3-ring binders. **Do not use spiral binding.**

The Proposal must contain information responding to all Mandatory Requirements in each of the major program areas and must include all of the Exhibits completely filled out and signed by an authorized Bidder representative.

The major sections of the bidder's proposal must include:

- Letter of Submittal (Exhibit A);
- Certification and Assurances (Exhibit B);
- Management and Technical Specifications Proposal (Exhibit C);
- Network Narrative (Exhibit D)
- Network Adequacy (Exhibit F), GeoCoding AH-FIMC Bidders Instructions. Documents for Network submission will be available via SFT. Bidders will receive an email separate from the RFP email with access information to the SFT; and

- Business References (Exhibit E).

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

All pages must be consecutively numbered. The firm name and the page number may be located at the top or bottom, but the location must be consistent throughout the Proposal.

Title and number your response to each question in the same order it appears in the RFP. Restate the question number and text of the question or requirement in the sequence it appears in the RFP then provide your response. **Failure of the Bidder to respond to any mandatory requirements may cause the entire Proposal to be eliminated from further consideration.**

Attachments must be labeled and the question number to which it responds must be indicated.

The evaluators will only evaluate materials provided in the Proposal that are responsive to the requirements. It is the Bidder's responsibility to fully articulate their response to each question. Do not assume the evaluators understand your business policies or practices.

Proposals must be only based on the material contained in this RFP. Bidders are to disregard any previous draft material and any oral representations they may have received.

Brevity and clarity in your Proposal is essential. Be succinct, concrete, and use quantifiable descriptions whenever possible. It is the bidder's responsibility to ensure all of the pages are included in all of the copies and all pages are numbered. Evaluators will not have access to pages that were included in the original, but not in their copies.

The Bidder must ensure that responses to each section's questions stand alone and do not refer to or rely on responses in other sections. Each evaluator is assigned to a specific section of the proposal and will only review responses to the questions in that section.

5.3 [M] Letter of Submittal

The Letter of Submittal will be submitted using Exhibit A, Letter of Submittal. Bidders must complete all sections of Exhibit A, Letter of Submittal. Signing the Exhibit A, Letter of Submittal, indicates the Bidder accepts the terms and conditions of the RFP. Failure to address all of the elements identified in Exhibit A, Letter of Submittal may result in disqualification.

Carefully read Exhibit A, Letter of Submittal as there are additional pages that you must attach to Exhibit A, Letter of Submittal, depending on your responses to the questions.

6. PROPOSAL SPECIFICATIONS

6.1 [MS] Management and Technical Proposal Specifications

Refer to Exhibit C and submit a response to the evaluation questions in the following sections:

| RFP Question Section | Question Numbers | Points for this section |
|--|------------------|-------------------------|
| Management | 1-8 | 90 |
| Behavioral Health Access | 9-13 | 155 |
| Network Description | 14-16 | 60 |
| Community Linkages | 17-18 | 40 |
| Quality Assessment and Performance Improvement | 19-21 | 40 |
| Information Systems/Claims | 22-29 | 45 |
| Utilization Management Program and Authorization of Services | 30-36 | 35 |
| Care Coordination | 37-47 | 135 |

6.2 [MS] Business References.

The Bidder must submit a minimum of three (3) non-Bidder owned Business References from behavioral health providers with whom the Bidder has contracted or coordinated Apple Health benefits for the Blind/Disabled population. Complete, Exhibit E– Business References with the information for the references. Do not include current HCA staff as references.

Bidder must grant permission to the HCA to independently contact the Business References at the HCA's convenience. HCA reserves the right to obtain and consider information from other sources concerning a Bidder, such as Bidder's capability and performance under other contracts, the qualification of any subcontractor identified in the Proposal, Bidder's financial stability, past or pending litigation, and other publicly available information

Notify your Business References that HCA will be contacting them so they will be available for a reference check.

6.3 Provider Network

The Bidder must submit a combined medical and behavioral health network based on signed contracts with providers. The scoring for the network is as follows:

| | |
|--|------------|
| Fully Integrated Medicaid Contract | |
| • Medical and Mental Health Provider Network | 100 points |
| • SUD Provider Network | 75 points |
| Behavioral Health Wraparound Network | 25 points |

The Bidder must submit a network capable of providing all covered services to enrollees in the SWWA Region. The network submission must meet access standards described

in Attachment 1, Sample Fully Integrated Medicaid Contract, Section 6. Networks must be submitted using the forms that are located on the SFT site. Exhibit F, GeoCoding contains the instructions for submitting the network.

Medical/Mental Health:

The Bidder must show that they 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 Mental Health providers.

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

Essential Behavioral Health Providers

The Bidder must demonstrate capacity to provide Behavioral Health services through contracts with Essential Behavioral Health Providers shown in Attachment 1, FIMC Contract, Exhibit D – List of Essential Behavioral Health Providers.

- Certified residential treatment providers¹
- DBHR Licensed Community MH Agencies
- DBHR-certified CD Agencies
- DOH-certified medication assisted treatment (e.g. bupenorprhine)
- DBHR-certified opiate substitution providers (Methadone Treatment programs)
- Evaluation and Treatment in DOH-licensed and DBHR-certified free-standing inpatient, hospitals, or psychiatric inpatient facilities
- DOH-licensed and DBHR certified detox facilities (for acute and subacute)
- DOH licensed and DBHR certified residential treatment facility to provide crisis stabilization services

¹ 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.

Substance Use Disorder Facilities

The Bidder must demonstrate capacity for the following SUD 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.

- Opiate Substitution Treatment
- Adult and Youth Outpatient Treatment
- Adult Long Term Care Residential Services
- Intensive Inpatient Residential Services
- Involuntary Commitment (SUD)
- Services for Parenting & Pregnant Women
- Recovery House Residential Services
- Adult and Youth Intensive Outpatient Treatment
- Adult and Youth Residential Services

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. 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:

- Adult Residential Beds
- Youth Residential Beds
- Pregnant Women Services Beds
- Parenting Women Services Beds
- Adult Detox IMD beds
- Youth Detox IMD beds
- Adult Detox non- IMD beds
- Youth Detox non-IMD beds

Substance Use Disorder Wraparound Services

The Bidder must submit a network capable of providing SUD Behavioral Health Wraparound services to all eligible clients within the awarded service area. The Bidder will submit their network for these providers as part of the Behavioral Health Wraparound provider network submission using the files located on the SFT site. These services are:

- Community Outreach Intervention & Referral – Adult
- Community Outreach Intervention & Referral – Youth
- Opiate Dependency/HIV Out Reach Services
- Interim Services
- Outreach-IVDU & PPW/Women with Dependents
- Brief Intervention Services
- Therapeutic Interventions for Children

The submission must include only those providers with whom the Bidder has a current contract.

Network Deficiencies

Bidders who do not have contracts for each of the providers described above and in the Network Submission documents must address the deficiencies in the Interim Network Plan portion of the Network Submission materials.

Bidders who do not have contracts for the required providers in the Early Adopter Provider Submission Workbook must address the deficiencies in the Interim Network Plan portion of the Network Submission materials, including potential provider names and locations, and how the Bidder will ensure access for all clients enrolled in this program. Using Exhibit **D** - Network Narrative, bidders must provide a detailed plan to separately address:

- Deficiencies in Medical and Mental Health Provider network;
- Deficiencies in the SUD Services, Facilities, SUD Beds network, and E &T beds;
- The Bidder's plans to convert any use of nonparticipating providers to contracted status; and
- Describe how this plan will support the MCO to operate within the contractually required access standards as stated in the FIMC Contract.

Bidders who do not have contracts for each of the "Wraparound Services" Providers must address the deficiencies in the Interim Network Plan portion of the Network Submission materials, including potential provider names and locations, and how the Bidder will ensure access for all clients enrolled in this program. Using Exhibit **D** - Network Narrative bidders must provide a detailed plan to separately address:

- Deficiencies in the Wraparound Services Provider network;
- The Bidder's plans to convert any use of nonparticipating providers to contracted status; and
- Describe how this plan will support the MCO to operate within the contractually required access standards as stated in the Behavioral Health Wraparound Contract.

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

7. EVALUATION

The evaluation process is designed to award a Contract to the Bidders with the best combination of attributes based upon the evaluation criteria. However, Bidders are encouraged to submit Proposals which are consistent with State government efforts to conserve state resources.

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 their 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. Proposals will be evaluated strictly in accordance with the requirements set forth in this RFP and any issued amendment.

7.1 Evaluation Procedures

Responsive Proposals will be evaluated strictly in accordance with the requirements stated in this RFP and any addenda issued. The evaluation of Proposals shall be accomplished by an evaluation team, to be designated by HCA, which will determine the ranking of the Proposals.

- 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.
- Responsive Proposals will be reviewed and ranked by a selection committee 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.
- The two Bidders with the highest combined score will be invited to begin contract negotiations. If a third bidder has an equivalent score (within 2% of the total points), a third bidder will be invited to begin contract negotiations.

7.2 Evaluation Scoring

The Management and Technical Proposal Section (Section 6.1 and Exhibit C) consists of 40 scored by points sections and 3 pass or fail questions.

The maximum number of evaluation points available is 830. 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:

| Evaluation Criteria | Maximum Weighted Points Possible |
|--|----------------------------------|
| RFP Compliance | N/A |
| Mandatory Management Review Letter of Intent to Propose – Section 3.60 Letter of Submittal – Section 5.3 | N/A |
| Management and Technical Proposal – Section 6.1 | 600 |
| Network Adequacy Submission | 200 |
| Business References | 30 |
| Total | 830 |

7.3 References

HCA reserves the right to obtain and consider information from other sources concerning a Bidder, such as Bidder’s capability and performance under other contracts, the qualification of any subcontractor identified in the Proposal, Bidder’s financial stability, past or pending litigation, and other publicly available information.

7.4 Pass/Fail Evaluations

The RFP Compliance and Mandatory questions of the Bidder’s Proposal will be scored on a Pass/Fail basis. Proposals receiving a failing score from the RFP Compliance and Mandatory Questions will be viewed as not meeting the minimum mandatory requirements and will be eliminated from further consideration.

7.5 Mandatory Scored (MS) Requirements: Technical and Management Specifications

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

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

For questions scored from 0-5 points:

- 0 (No value) -- Response is missing, totally inadequate or does not fully comply with the requirement
- 1-2 (Poor) -- The Response has not fully established the capability to perform the requirement or has marginally described its ability.
- 3 (Average) -- The Response shows an acceptable capability to meet the requirement and has shown sufficient detail to be considered as meeting the expectation stated in the requirement.
- 4 (Good) -- The Response indicates an above-average capability to meet the requirement and has provided a complete description of the capability.
- 5 (Excellent) -- The Response demonstrates far superior capability and clearly exceeds expectations.

For questions scored from 0-10 points:

0 (No value) -- Response is missing, totally inadequate or does not fully comply with the requirement

1-3 (Poor) -- The Response has not fully established the capability to perform the requirement or has marginally described its ability.

4-6 (Average) -- The Response shows an acceptable capability to meet the requirement and has shown sufficient detail to be considered as meeting the expectation stated in the requirement.

7-9 (Good) -- The Response indicates an above-average capability to meet the requirement and has provided a complete description of the capability.

10 (Excellent) -- The Response demonstrates far superior capability and clearly exceeds expectations.

For questions scored from 0-15 points use the following criteria:

0 (No value) -- Response is missing, totally inadequate or does not fully comply with the requirement

1-4 (Poor) -- The Response has not fully established the capability to perform the requirement or has marginally described its ability.

5-9 (Average) -- The Response shows an acceptable capability to meet the requirement and has shown sufficient detail to be considered as meeting the expectation stated in the requirement.

10-14 (Good) -- The Response indicates an above-average capability to meet the requirement and has provided a complete description of the capability.

15 (Excellent) -- The Response demonstrates far superior capability and clearly exceeds expectations.

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

7.6 Final Score and Selection of Apparently Successful Bidder(s)

The RFP Coordinator will compute the Bidder's Final Score by totaling the Section Scores from Bidder's Technical and Management, References, and Network Proposal.

Final Score = Technical/Management Score + Business References + Network Proposal Score

7.7 Substantially Equivalent Scores

The two top proposals will be selected as apparently successful bidders. If more than two Proposals receive an equivalent score, HCA may, at its sole discretion, select as apparently successful the two Bidders whose Proposals are in HCA's best interest. Equivalent scores are scores separated by two (2.0) percent or less of the total points.

HCA's best interest will be defined by HCA managers and communicated to Bidders with equivalent scores in writing.

7.8 Contract Award

Bidders with the highest Final Score will be selected Apparently Successful Bidders. Upon determining the Apparently Successful Bidders, HCA will provide notification as such by the date identified in RFP Procurement Schedule.

7.9 Notification of Unsuccessful Bidders

Bidders, whose Proposals have not been selected will be notified via email.

7.10 Debriefing of Unsuccessful Bidders

Bidders who submitted a Proposal and were not selected will be given the opportunity for a debriefing conference. The RFP Coordinator must receive the request for a debriefing conference within three (3) business days after the notification of unsuccessful Bidder email is sent. The debriefing shall be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Bidder's Proposal including the factors considered in the evaluation of the requesting Bidder's Proposal and Bidder's performance with regard to the solicitation requirements. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted via teleconference and will be scheduled for a maximum of thirty (30) minutes.

8. RESOLUTION OF PROTESTS

8.1 Protests

Bidders protesting this procurement shall follow the procedures described in section 8.3 below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Bidder under this procurement.

HCA shall not accept any protest before the announcement of the Apparently Successful Bidder. This procedure is available to Bidders who submitted a response to this RFP document and who have participated in a debriefing conference. HCA must receive a protest within five (5) business days of the debriefing.

8.2 Procurement Records Disclosure

A Bidder may request copies of solicitation and evaluation documents or may inspect solicitation and evaluation documents in order to make a decision about the efficacy of making a protest. Such a request must be in writing and sent to the RFP Coordinator. HCA will respond as follows within five (5) Business Days of receipt of the request.

- a) The requested documents will either be sent to or made available to the requesting Bidder, except for any portions of the documents that have been identified as Proprietary Information. HCA will follow the process set forth in Section 0 Proprietary Information/Public Disclosure before disclosing any portions of Proposals that have been identified as Proprietary Information.

- b) If more time is needed, HCA will inform the requestor of the date the requested documents will be available.

8.3 Grounds for Protest

A protest may be made based on these grounds only:

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
- Errors in computing the scores; or
- Alleged violation of or Non-compliance with applicable law, or procedures established in this RFP document, HCA protest process, or DES requirements.

Protests not based on these grounds 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 needs or requirements.

8.4 Protest Form and Content

A Protest must state all of the facts and arguments upon which the Protest is based, and the grounds for the Protest. It must be in writing and signed by a person authorized to bind the Bidder to a contractual relationship. At a minimum, the Protest must include:

- The name of the protesting Bidder, mailing address and phone number, and the name of the individual responsible for submission of the Protest;
- The RFP number and title;
- A detailed and complete statement of the specific action(s) by HCA under protest;
- The grounds for the Protest;
- Description of the relief or corrective action requested.

Bidders may attach to their Protest any documentation they have to offer in support.

8.5 Submitting a Protest

Protests must be in writing, must be signed by the Bidder and must be received by the HCA Contract Administrator at the address below within five (5) Business Days after the debriefing conference. Protests may ONLY be submitted by email.

All protests shall be emailed to Melanie Anderson, HCA Contract Administrator as follows:

Email: contracts@hca.wa.gov
RFP#15-008, Apple Health – Fully Integrated Managed Care, a Managed Care program for Children and Adults.

Upon HCA's receipt of a protest, a review and investigation will be conducted by a neutral person within HCA that had no involvement in the evaluation and award process. The reviewer will conduct an objective review of the Protest, based on the contents of the written Protest and the RFP and any amendments, the Proposals, all documents showing evaluation and scoring of the Proposals record and any other pertinent information and issue a decision within ten (10) Business Days of receipt of the protest,

unless additional time is needed. If additional time is needed, the protesting Bidder will be notified of the delay.

The protest is not governed in any way by the Administrative Procedure Act, per RCW 34.05.

In the event a protest may affect the interest of another Bidder that submitted a Proposal, such Bidder will be given an opportunity to submit its views and any relevant information on the protest to the Contract Administrator.

HCA will make a final determination of the protest and will:

- Find the protest lacking in merit and uphold HCA's action.
- Find only technical or harmless errors in HCA's acquisition process and determine HCA to be in substantial compliance and reject the protest.
- Find merit in the protest and provide HCA options which may include:
 - that HCA correct the errors and re-evaluate all Proposals
 - that HCA reissue the RFP document and begin a new process
 - other courses of action as appropriate

If the reviewer determines that the protest is without merit, HCA will enter into a contract with the Apparently Successful Bidder if that is what HCA determines pursuant to this RFP. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.