



STATE OF ALASKA
Department of Health and Social Services
Division of Health Care Services
3601 C Street Suite 578
Anchorage, AK 99503

Request for Proposals

RFP 0614-075

Date of Issue: December 24, 2013

Alaska Medicaid Coordinated Care Initiative

Offerors Are Not Required To Return This Form.

Important Notice: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed in this document to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

Lois Lemus
Procurement Officer
Department of Health and Social Services
Lois.lemus@alaska.gov

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit an original and four (4) unbound copies of their proposal, in writing, in a sealed envelope to the procurement officer. **Submit only one Cost Proposal in a separate, sealed envelope. No portion of the cost proposal shall be included within the body of the proposal.**

Include with your proposal packet a CD containing electronic copies of the Proposal and Cost Proposal as separate documents. Electronic documents should be no larger than 5MB each. Submissions must be addressed as follows:

Department of Health and Social Services
Division of Health Care Services
Attention: Lois Lemus
Request for Proposal (RFP) Number: **0614-075**
Alaska Medicaid Coordinated Initiative
3601 C Street, Suite 578
Anchorage, AK 99503

Proposals must be received no later than 4:00 P.M., Alaska Time on **January 22, 2014**. Fax proposals are not acceptable. Oral proposals are not acceptable.

An Offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

PROCUREMENT OFFICER: **Lois Lemus** – PHONE **907-269-3002** - FAX **907-269-7829**

1.02 Contract Term and Work Schedule

The contract term and work schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from the date of award through February 28, 2015 **with a possibility of cancellation, depending on cost savings after the six (6) months period. If no cost savings has been demonstrated by the six (6) months period, the State of Alaska reserves the right to cancel the project and re-solicit. If cost savings has been proven, a possibility of awarding contracts for a Phase II and Phase III of this project will be at the sole discretion of the State of Alaska. If the State of Alaska elects to exercise its' option of continuing on with Phase II and Phase III, renegotiations between the State of Alaska and the Contractor will be required on all elements of the contract. The State of Alaska will issue contract(s) by February 21, 2014.**

Unless otherwise provided in this RFP, the State and the successful Offeror/Contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

The approximate contract schedule is as follows:

- Issue RFP **December 24, 2013**
- Deadline for Receipt of Questions **January 16, 2014**
- Deadline for Receipt of Proposals **January 22, 2014**
- Proposal Evaluation Committee complete evaluation by approximately **February 7, 2014**
- State of Alaska issues Notice of Intent to Award a Contract **February 11, 2014**

1.03 Purpose of the RFP

The Department of Health and Social Services, Division of Health Care Services (DHCS), is soliciting proposals to award up to a maximum of eight (8) contracts resulting from this RFP to provide case management and utilization review (CM/UR) services in support of Alaska Medicaid Coordinated Care Initiative (AMCCI). DHCS has identified high utilizers of emergency department services (super utilizers) whose care would be the focus of the AMCCI.

Each contract will be required to manage up to 200 super utilizer recipients. Once the contract(s) are awarded, the Division of Health Care Services (DHCS) will assign the top 200 super utilizers for each Contractor, based on the population desired to provide services for in their bid. Super utilizer populations have been categorized in the following way:

- Region of the State,
- Native or non-Native,
- Two or more chronic conditions,
- One chronic condition, at risk for another, and
- One serious and persistent mental health condition

Unless otherwise provided in this RFP, the State and the successful Offeror/Contractor agree: (1) that any holding over of the contract excluding any exercised phase options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

The primary objective of the AMCCI is to promote high quality, cost effective outcomes by ensuring that timely and clinically appropriate medical services are provided to Alaska Medical Assistance recipients. Specifically, the AMCCI aims to reduce the number of emergency room (ER) visits which are not medically necessary. Other goals include focusing on prevention, comprehensive care coordination, and enhanced integration of primary medical care and behavioral health services. The intended outcome of the AMCCI is to improve healthcare outcomes and access to services, as well as provide for more efficient use of services by controlling the high cost of unnecessary and wasteful health care expenditures.

The AMCCI serves eligible recipients of Alaska's Medical Assistance program, which includes Medicaid, Children's Health Insurance Program (CHIP), known in Alaska as Denali KidCare (DKC), Chronic and Acute Medical Assistance (CAMA), and other programs administered by the Department. The AMCCI has identified Alaska Medical Assistance eligible recipients whose utilization of ER services is exceptionally high (referred to as super utilizers). These recipients will be the focus of the CM/UR activities.

The resulting contract will be managed by the Director of the Division of Health Care Services, who will be responsible for contract oversight. The Manager of Quality Assurance or her designee(s) will be responsible for operational “day to day” activities and will be the primary contact for this contract.

1.04 Location of Work

The Contractor will be required to maintain an office in Alaska; however the Contractor’s headquarters may be located anywhere in the United States. Contractor administrators, management, and staff must be available to travel to Anchorage, Alaska for meetings, hearings, if necessary, and as requested by the State.

CM/UR services and direct supervision of CM/UR staff must be performed by staff based in Alaska. Contractor administrative and management staff will be available to DHCS 8:00 AM to 5:00 PM AST Monday through Friday. CM/UR staff will provide client services during the typical business days and hours and outside typical business days and hours. Case management services will be performed during the Contractor’s typical business hours and during the following:

- Outside the Contractor’s typical business hours,
- Weekends,
- Holidays, and
- An on-call system available 24 hours/7 days a week to ensure availability for crisis management

The Contractor must provide its own workspace. The State will not provide workspace for the Contractor.

Quarterly meetings must be attended in person by a minimum of two Contractor administrative and/or management staff in Anchorage, Alaska. Costs associated with travel and accommodations for these meetings, should be itemized and included in the Contractors proposal.

By signature on their proposal, the Offeror certifies that all services provided under this contract by the Contractor and all subcontractors shall be performed in the United States.

If the Offeror cannot certify that all work will be performed in the United States, the Offeror must contact the procurement officer in writing to request a waiver at least ten (10) days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with this requirement or to obtain a waiver may cause the State to reject the proposal as non-responsive, or cancel the contract.

1.05 Human Trafficking

By signature on their proposal, the Offeror certifies that the Offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State’s Trafficking in Persons Report.

The most recent United States Department of State’s Trafficking in Persons Report can be found at the following website: <http://www.State.gov/g/tip/>

Failure to comply with this requirement will cause the State to reject the proposal as non-responsive, or cancel the contract.

1.06 Assistance to Offerors with a Disability

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten (10) days prior to the deadline for receipt of proposals.

1.07 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten (10) days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of Offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten (10) days before the time set for opening.

1.08 Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed to the procurement officer. The interested party must confirm telephone conversations in writing. **No further questions will be allowed after 1:30 pm Alaska time on date January 16, 2014.** Send questions to lois.lemus@alaska.gov.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

1.09 Amendments

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer as having downloaded the RFP from the State of Alaska Online Public Notice web site.

1.10 Alternate Proposals

Offeror may submit only one proposal proposing one CM/UR methodology per population type. However, the Offeror may choose to submit proposal for other population types using different proposed CM/UR methodologies.

For example, the Offeror may submit one proposal for the population in in Southcentral – Anchorage area, Native with two or more chronic conditions using one proposed CM/UR methodology. The Offeror then may submit another proposal for the population in the Interior, Native with one serious and persistent mental health condition using the same or different proposed CM/UR methodology. Multiple proposals on the same population will be considered non-responsive. See Section Five for further information.

1.11 Right of Rejection

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, State, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an Offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities 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;

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that to be in its best interest.
A proposal from a debarred or suspended Offeror shall be rejected.

1.12 State Not Responsible for Preparation Costs

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

1.13 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the State's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the Offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the Offeror must be clearly identified and the Offeror must include a brief Statement that sets out the reasons for confidentiality.

1.14 Subcontractors

Subcontractors may be used to perform work under this contract. If an Offeror intends to use subcontractors, the Offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the Offeror must provide the following information concerning each prospective subcontractor within five (5) working days from the date of the State's request:

- (a) complete name of the subcontractor;

- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence that the subcontractor holds a valid Alaska business license; and
- (f) a written Statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An Offeror's failure to provide this information, within the time set, 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.

1.15 Joint Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture, the Offeror must submit a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment.

1.16 Offeror's Certification

By signature on the proposal, Offerors certify that they comply with the following:

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this RFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any Offeror fails to comply with [a] through [h] of this paragraph, the State reserves the right to disregard the proposal, terminate the contract, or consider the Contractor in default.

1.17 Conflict of Interest

Each proposal shall include a Statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner, Department of Health and Social Services, reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

Current grantees that propose to provide technical assistance to a group of grantees will be precluded from submitting a proposal unless a written Statement of refusal of grant funds is attached. All proposals submitted by current grantees must indicate that grant awards will not be accepted for the duration of the contract and/or any quarterly advance that has already been received will be returned upon award of contract. Proposals submitted by current grantees without this Statement shall be deemed non-responsive.

1.18 Right to Inspect Place of Business

At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of a contract. If the State makes such an inspection, the Contractor must provide reasonable assistance.

1.19 Solicitation Advertising

Public notice has been provided in accordance with 2 AAC 12.220.

1.20 News Releases

News releases related to this RFP will not be made without prior approval of the Project Director.

1.21 Assignment

Per 2 AAC 12.480, the Contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

1.22 Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

1.23 Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

1.24 Federal Requirements

The Offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

The Contractor will comply with all Federal and State regulations as they apply to the contract.

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all State agencies that are expending federal funds to have a certification filed in the proposal (by the Offeror) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions **(included in this document) must be completed and submitted with your proposal.**

<https://www.epls.gov/>

SECTION TWO

STANDARD PROPOSAL INFORMATION

1.25 Authorized Signature

All proposals must be signed by an individual authorized to bind the Offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the opening date.

1.26 Pre-proposal Conference

A pre-proposal conference will not be held for this solicitation. See Section 1.08 for instructions on submitting questions regarding this RFP.

1.27 Site Inspection

The State may conduct on-site visits to evaluate the Offeror's capacity to perform the contract. An Offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the State reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the State's expense will make site inspection.

1.28 Amendments to Proposals

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the State's request in accordance with 2 AAC 12.290.

1.29 Supplemental Terms and Conditions

Proposals must comply with Section 1.11 **Right of Rejection**. However, if the State fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the State's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

1.30 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with an Offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the proposal evaluation committee may be adjusted as a result of a clarification under this section.

1.31 Discussions with Offerors

The State may conduct discussions with Offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with Offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those Offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an Offeror does not submit a best and final proposal or a notice of withdrawal, the Offeror's immediate previous proposal is considered the Offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the Offeror.

1.32 Minimum Qualifications

In order for offers to be considered responsive Offerors must provide evidence that they meet these minimum prior experience requirements.

Note: Please provide the start and end dates, including month and year, in which the minimum requirements were satisfied.

- Provide in writing the Offeror has a minimum of three (3) years successful experience providing case management services for an active caseload using current case management standards,
- Provide the name of the person assigned and assure one (1) full time equivalent CM/UR direct supervisor to this project,
- Provide certification in writing that the CM/UR direct supervisor is a licensed professional who is:
 - appropriate for the type of CM/UR services the Contractor proposes to provide and
 - has experience managing the medical complexities of the population
- Provide in writing the CM/UR direct supervisor has a minimum of three (3) years health care supervisory experience,

An Offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected. Evidence of meeting minimum prior experience must be shown in the experience section of the Offeror's proposal.

1.33 Evaluation of Proposals

The procurement officer, or an evaluation committee made up of at least three (3) State employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section SEVEN of this RFP.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time

established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

1.34 Vendor Tax ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five (5) days of the State's request.

1.35 F.O.B. Point

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

1.36 Alaska Business License and Other Required Licenses

At the time the proposals are opened, all Offerors must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Proposals must be submitted under the name as appearing on the person's current Alaska business license in order to be considered responsive. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Offerors must submit evidence of a valid Alaska business license with the proposal. An Offeror's failure to submit this evidence with the proposal will cause their proposal to be determined non-responsive. Acceptable evidence that the Offeror possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license with the correct NAICS code;
- (b) certification on the proposal that the Offeror has a valid Alaska business license and has included the license number in the proposal;
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the State's occupational licensing office; or
- (e) a sworn and notarized affidavit that the Offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- Fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game.
- Liquor licenses issued by Alaska Department of Revenue for alcohol sales only.
- Insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance.
- Mining licenses issued by Alaska Department of Revenue.

1.37 Application of Preferences

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska bidder, Alaska Veteran, and Alaska Offeror Preferences are the most common preferences involved in the RFP

process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the Department of Administration, Division of General Services' web site:

<http://doa.alaska.gov/dgs/policy.html>

Alaska Products Preference - AS 36.30.332

Recycled Products Preference - AS 36.30.337

Local Agriculture and Fisheries Products Preference - AS 36.15.050

Employment Program Preference - AS 36.30.170(c)

Alaskans with Disability Preference - AS 36.30.170 (e)

Employers of People with Disabilities Preference - AS 36.30.170 (f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs; a list of individuals who qualify as persons with a disability; and a list of persons who qualify as employers with 50 percent or more of their employees being disabled. A person must be on this list at the time the bid is opened in order to qualify for a preference under this section.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the employment program preference, Alaskans with Disability Preference or Employers of People with Disabilities Preference described above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the proposal is opened, and must provide the procurement officer a copy of their certification letter. Offerors must attach a copy of their certification letter to the proposal. The Offeror's failure to provide the certification letter mentioned above with the proposal will cause the State to disallow the preference.

1.38 5 Percent Alaska Bidder Preference AS 36.30.170 & 2 AAC 12.260

An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to an Offeror who:

- (a) holds a current Alaska business license;
- (b) submits a proposal for goods or services under the name on the Alaska business license;
- (c) has maintained a place of business within the State staffed by the Offeror, or an employee of the Offeror, for a period of six months immediately preceding the date of the proposal;
- (d) is incorporated or qualified to do business under the laws of the State, is a sole proprietorship and the proprietor is a resident of the State, is a limited liability company organized under AS 10.50 and all members are residents of the State, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the State; and
- (e) if a joint venture, is composed entirely of entities that qualify under (a)-(d) of this subsection.

Alaska Bidder Preference Affidavit

In order to receive the Alaska Bidder Preference, proposals must include a Statement certifying that the Offeror is eligible to receive the Alaska Bidder Preference.

If the Offeror is a LLC or partnership as identified in (d) of this subsection, the affidavit must also identify each member or partner and include a Statement certifying that all members or partners are residents of the State.

If the Offeror is a joint venture which includes a LLC or partnership as identified in (d) of this subsection, the affidavit must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a Statement certifying that all of those members or partners are residents of the State.

1.39 5 Percent Alaska Veteran Preference AS 36.30.175

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an Offeror who qualifies under AS 36.30.170 (b) as an Alaska bidder and is a:

- (a) sole proprietorship owned by an Alaska veteran;
- (b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- (c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- (d) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans.

Alaska Veteran Preference Affidavit

In order to receive the Alaska Veteran Preference, proposals must include a Statement certifying that the Offeror is eligible to receive the Alaska Veteran Preference.

1.40 Formula Used to Convert Cost to Points AS 36.30.250 & 2 AAC 12.260

The distribution of points based on cost will be determined as set out in 2 AAC 12.260 (c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

List all proposal prices, adjusted where appropriate by the application of all applicable preferences.

| | |
|----------------------------------|----------|
| Offeror #1 - Non-Alaskan Offeror | \$40,000 |
| Offeror #2 - Alaskan Offeror | \$42,750 |
| Offeror #3 - Alaskan Offeror | \$47,500 |

[STEP 2]

Convert cost to points using this formula.

$$\frac{[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})]}{(\text{Cost of Each Higher Priced Proposal})} = \text{POINTS}$$

The RFP allotted 40% (400 points) of the total of 1,000 points for cost.

Offeror #1 receives 400 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 400 points.

Offeror #2 receives 374 points.

$$\begin{array}{rclclcl}
 \$40,000 & \times & 400 & = & 16,000,000 & \div & \$42,750 & = & 374 \\
 \text{Lowest} & & \text{Max} & & & & \text{Offeror \#2} & & \text{Points} \\
 \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\
 & & & & & & \text{The Application Of} & & \\
 & & & & & & \text{All Applicable} & & \\
 & & & & & & \text{Preferences} & &
 \end{array}$$

Offeror #3 receives 337 points.

$$\begin{array}{rclclcl}
 \$40,000 & \times & 400 & = & 16,000,000 & \div & \$47,500 & = & 337 \\
 \text{Lowest} & & \text{Max} & & & & \text{Offeror \#3} & & \text{Points} \\
 \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\
 & & & & & & \text{The Application Of} & & \\
 & & & & & & \text{All Applicable} & & \\
 & & & & & & \text{Preferences} & &
 \end{array}$$

**1.41 Alaska Offeror Preference
 AS 36.30.250 & 2 AAC 12.260**

2 AAC 12.260(e) provides Alaska Offerors a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.170(b), are eligible for the preference. This preference will be added to the overall evaluation score of each Alaskan Offeror. Each Alaskan Offeror will receive 10 percent of the total available points added to their evaluation score as a preference.

EXAMPLE

Alaska Offeror Preference

[STEP 1]

Determine the number of points available to Alaskan Offerors under the preference.

Total number of points available - 100 Points

$$\begin{array}{rclclcl}
 1000 & \times & 10\% & = & 100 \\
 \text{Total Points} & & \text{Alaskan Offerors} & & \text{Number of Points} \\
 \text{Available} & & \text{Percentage Preference} & & \text{Given to Alaskan Offerors} \\
 & & & & \text{Under the Preference}
 \end{array}$$

[STEP 2]

Add the preference points to the Alaskan offers. There are three Offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaska Offeror’s Preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. Their scores at this point are:

- Offeror #1 - 890 points
- Offeror #2 - 800 points
- Offeror #3 - 880 points

Offeror #2 and Offeror #3 each receive 100 additional points. The final scores for all of the offers are:

Offeror #1 - 890 points

Offeror #2 - 900 points

Offeror #3 - 980 points

Offeror #3 is awarded the contract.

1.42 Contract Negotiation

2 AAC 12.315 CONTRACT NEGOTIATIONS After final evaluation, the procurement officer may negotiate with the Offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked Offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the Offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the **Health Care Services** conference room in **Anchorage**, Alaska.

If the contract negotiations take place in Anchorage, Alaska, the Offeror will be responsible for their travel and per diem expenses.

1.43 Failure to Negotiate

If the selected Offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the Offeror and the State, after a good faith effort, simply cannot come to terms,

the State may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest ranked Offeror.

1.44 Notice of Intent to Award (NIA) — Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all Offerors. The NIA will set out the names of all Offerors and identify the proposal selected for award.

1.45 Protest

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or Offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an Offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing by the procurement officer within ten (10) days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- a. the name, address, and telephone number of the protester;
- b. the signature of the protester or the protester's representative;
- c. identification of the contracting agency and the solicitation or contract at issue;
- d. a detailed Statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All Offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SECTION THREE

STANDARD CONTRACT INFORMATION

2.01 Contract Type

This contract is a *firm fixed price* contract.

Department will not pay for services normally provided by any contract employee that is furloughed

2.02 Contract Approval

This RFP does not, by itself, obligate the State. The State's obligation will commence when the contract is approved by the Commissioner of the Department of Health and Social Services, or the Commissioner's designee. Upon written notice to the Contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the Contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

2.03 Standard Contract Provisions

The successful Offeror will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The successful Offeror must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the Offeror's proposal.

2.04 Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

2.05 Additional Terms and Conditions

The State reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

2.06 Insurance Requirements

The successful Offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful Offeror must secure the insurance coverage required by the State. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An Offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form APPENDIX B1 in the attached EXAMPLE –Standard Agreement, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management.

2.07 Bid Bond - Performance Bond - Surety Deposit

N/A

2.08 Contract Funding

Payment for the contract is subject to funds already appropriated and identified.

2.09 Proposed Payment Procedures

The State will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the Project Director.

2.10 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Health and Social Services or the Commissioner's designee. Under no conditions will the State be liable for the payment of any interest charges associated with the cost of the contract.

The State is not responsible for and will not pay local, State, or federal taxes. All costs associated with the contract must be Stated in U.S. currency.

2.11 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the Project Director. If performed, the scope of the debriefing will be limited to the work performed by the Contractor.

2.12 Contract Personnel

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the Project Director. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

The Contractor will maintain and provide a list of all employee names, phone numbers and email addresses. An updated list must be provided to DHCS monthly.

2.13 Inspection & Modification - Reimbursement for Unacceptable Deliverables

The Contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the Project Director. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The Project Director may instruct the Contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The Contractor will not unreasonably withhold such changes.

Substantial failure of the Contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the Contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

2.14 Termination for Default

If the Project Director determines that the Contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the Contractor, terminate the Contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the State's termination rights under the contract provisions of Appendix A, attached.

2.15 Liquidated Damages

N/A

2.16 Contract Changes - Unanticipated Amendments

During the course of this contract, the Contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the Project Director will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The Contractor will not commence additional work until the Project Director has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Health and Social Services or the Commissioner's designee.

2.17 Contract Additions - Anticipated Amendment

At the State's sole option and contingent upon available funding, DHSS may invoke a second and third phase of this contract for additional professional services that fall within the general scope of the original contract. If opted for, work under Phase II and III may not progress until the Procurement Officer of record determines in writing that Phase II is necessary and in the State's best interest.

2.18 Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

2.19 Nondisclosure and Confidentiality

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The Contractor shall hold as confidential and will use reasonable care (including administrative, physical and technological security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the Contractor with all applicable federal and State law, including the

Social Security Act, the Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economical and Clinical Health Act ("HITECH Act"), and 45 C.F.R. Parts 160 and 164 ("Privacy and Security Rule"). The Contractor must promptly notify the State in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

The Contractor shall comply with the business associate requirements set forth in HIPAA, the HITECH Act, and the Privacy and Security Rule if the Contractor will be using or will have access to the protected health information (as defined in 45 C.F.R. 160.103) of DHSS, as part of the services performed by the Contractor. The Contractor shall be required to agree to the terms of, and sign, the HIPAA Business Associate Agreement as a condition of this contract if the Contractor will be using or will have access to the protected health information of DHSS, as part of the services performed by the Contractor.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the State or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is protected health information (as defined in 45 C.F.R. 160.103); or classified confidential as defined by State of Alaska classification and categorization guidelines (i) provided by the State to the Contractor or a Contractor agent or otherwise made available to the Contractor or a Contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the Contractor or a Contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, individually identifiable health information, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

Additional information that the Contractor shall hold as confidential during the performance of services under this contract include:

- Recipient participation in the Alaska Medicaid Coordinated Care Initiative (AMCCI) project
- Individual recipient medical and social service information
- Medicaid Claims data
- Medical records as required by 7 AAC 105.230 (e)

If confidential information is requested to be disclosed by the Contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable State or federal law, regulation, governmental or regulatory authority, the Contractor may disclose the confidential information after providing the State with written notice of the requested disclosure (to the extent such notice to the State is permitted by applicable law) and giving the State opportunity to review the request. If the Contractor receives no objection from the State, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the Contractor must be provided to the State within a reasonable time after the Contractor's receipt of notice of the requested disclosure and, upon request of the State, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SECTION FOUR BACKGROUND INFORMATION

3.01 Background Information

The current Care Management Program (CMP), formerly known as the 'Lock-in' Program, was established in 2006 by the Alaska Department of Health and Social Services under the authority of the Alaska Administrative Code 7 AAC 105.600 to combat harmful and costly inappropriate use of Medicaid-covered services. The Care Management Program restricts a recipient to a Primary Care Provider and a single Pharmacy to reduce misuse of the Alaska Medical Assistance program, encourage continuity of care and promote communication between the recipient's Primary Care Provider and pharmacy. Providers eligible to serve as a primary care provider under the Care Management Program include:

- Physicians
- Advanced Nurse Practitioners
- Physician Assistants
- Health Professional Groups that include any or all of the above Provider types

Recipients who could benefit from the CMP are most often identified by the Department or Xerox State Healthcare, LLC (Xerox), the Department's current contracted fiscal agent, although medical providers or other concerned individuals may also refer recipients to CMP. A utilization review of the most recent 12 months of medical and pharmacy records is then conducted to determine if the individual meets criteria for CMP. If CMP placement is determined to be appropriate, the recipient is sent a notice explaining the reason for, and the date of placement into the program. The notice includes reports describing in detail the area(s) the patient has overused medical services.

Care Management Program participation generally lasts for 12 months, during which time the recipient is limited to services rendered by a primary care provider and a single pharmacy. With the exception of emergency services, a recipient is able to seek treatment from other providers only after receiving an advance written referral from the primary care provider. The benefit of Care Management placement is the establishment of a primary care doctor through whom a recipient will receive coordinated healthcare. Medical services and/or referrals to specialty providers must be performed by and through the designated primary care provider, thus serving as a gatekeeper for prescription medication and other medical services received by the recipient.

The Fiscal Agent provides limited special assistance to CMP recipients during contract business hours. These CMP coordinators monitor and assist CMP recipients during their 12 month placement period. Coordinators are able to troubleshoot and resolve issues that CMP recipients may encounter such as finding new doctors, assistance getting into drug rehabilitation programs, obtaining referrals, pharmacy overrides and problem solving other challenges that the CMP recipient may encounter. Each year the Care Management Program receives more than 100 referrals from physicians and pharmacies within Alaska. These referrals affirm that the Alaska medical community views the Care Management Program as a valuable tool in reducing fraud, waste and abuse of Medicaid services. The end result of this effort is increased prescription oversight, a reduction in unnecessary health care encounters, increased coordination of care, better health outcomes and cost savings to the Medicaid program.

Prudent fiscal stewardship requires that Alaska Medical Assistance detect and minimize wasteful health care expenditures. The current Care Management Program is able to manage about 300 top utilizers but lacks sufficient resources and expertise to address the complex and layered problems of this super utilizer group. Additionally, these recipients may not require the severe limits applied to participants in the Care Management Program.

The State of Alaska applied and was chosen by the National Governors Association (NGA) to participate in Developing State-level Capacity to Support Super Utilizers Policy Academy. The goal of this Policy Academy is to assist Governors in designing and improving systems at the State level to ensure better provision of coordinated and targeted services for people who are high-utilizers of health care services. On average a small percentage of Medicaid population accounts for a large share of Medicaid spending. These individuals face extremely complex challenges and often use hospital services when their health issues could be addressed through lower cost interventions. Preventing the incorrect use of emergency room services among super utilizers requires a level of care coordination, support and insight that does not exist in the Care Management Program today.

Alaska has been selected as one of five States to work with the NGA who will assist these States in designing a State action plan. The plans will lay the ground work for and strategy around how each State will move forward to strengthen systems and processes to support better care delivery for Super Utilizers. Through participation in the Policy Academy and under the leadership of the Governors' Office, teams of senior-level advisors and other State policymakers from different parts of State Government will work together with external stakeholders to determine how individual States can leverage existing resources.

A typical Super Utilizer intervention model identifies high utilizers of care through data analytics and addresses both the clinical and non-clinical needs of these patients by administering intensive and personalized care interventions over the course of a specific time period. Through such models, patients receive one on one, consistent care management and support from professionals such as nurses, health coaches or health navigators. In addition to helping patients navigate the health care system, these models are designed to promote a patient's access to health coverage and human services as needed.

In this pilot project, the Division of Health Care Services (DHCS) has identified a group of super utilizer patients who will have their care guided throughout a twelve consecutive month process. By following these patients, DHCS will develop an informed sense of the challenges of providing appropriate, medically necessary health care to super utilizer patients.

A description of the super utilizer population is derived from paid Medicaid claims data from January 1, 2012 through September 17, 2013 who over utilized the emergency room five or more times a year and who were not in the current Care Management Program. These recipients are candidates for placement in the current Care Management Program. However our current Contractor does not have the capacity to service this larger number of recipients. Anecdotal and claims data suggests that participants will be predominantly female and may experience enhanced needs for mental health and certain other social services. At the time of placement, the recipient is required to participate in the pilot program and all appeal rights have been exhausted. Recipients may not be arbitrarily terminated by the vendor from participation in this project; the State of Alaska has sole authority to terminate or approve a request for transition out of the program.

Additional criteria for selection will include a primary and/or secondary diagnosis of health care conditions such as: Diabetes, COPD, Asthma, CHF, Depression, Pain Management, Addictions, Heart Disease, Heart Attack, Pneumonia, Obesity (BMI>25), and Substance Abuse.

Individuals will be placed in the Alaska Medicaid Coordinated Care Initiative (AMCCI) program in the following order:

- Individuals who have two or more chronic conditions
- Individuals with one chronic condition but are at risk for developing another
- Individuals with at least one serious and persistent mental health condition

At this time dual (Medicare and Medicaid) eligibles will be excluded; however this may be reconsidered in the future.

This pilot project should include integration of behavioral health services when necessary. The proposed model should include assignment of a primary care provider, a pharmacy, hospital, and a behavioral health provider when appropriate.

The primary objective of the AMCCI is to promote high quality, cost effective outcomes by ensuring that timely and clinically appropriate medical services are provided to Alaska Medical Assistance recipients. Specifically, the AMCCI aims to reduce the number of emergency room (ER) visits which are not medically necessary. Other goals include focusing on prevention, comprehensive care coordination, and enhanced integration of primary medical care and behavioral health services. The intended outcome of the AMCCI is to improve healthcare outcomes and access to services, as well as provide for more efficient use of services by controlling the high cost of unnecessary and wasteful health care expenditures.

The AMCCI serves eligible recipients of Alaska's Medical Assistance program, which includes Medicaid, Children's Health Insurance Program (CHIP), known in Alaska as Denali KidCare (DKC), Chronic and Acute Medical Assistance (CAMA), and other programs administered by the Department. The AMCCI has identified Alaska Medical Assistance eligible recipients whose utilization of ER services is exceptionally high (referred to as super utilizers). These recipients will be the focus of the CM/UR activities.

The resulting contract will be managed by the Director of the Division of Health Care Services, who will be responsible for contract oversight. The Manager of Quality Assurance or her designee(s) will be responsible for operational "day to day" activities and will be the primary contact for this contract.

The universe of super utilizers is comprised of 6,512 recipients based on claims paid by Alaska Medical Assistance between January 1, 2012 and September 17, 2013. The number of recipients by region is displayed below.

Recipients by Region and Condition

| Region | Two or more Chronic Conditions | | One chronic condition at risk for another | | One Serious and persistent Mental Health Condition | | Totals |
|---|--------------------------------|-----------|---|-----------|--|-----------|--------------------|
| | Non Native | AK Native | Non Native | AK Native | Non Native | AK Native | |
| Southcentral – Anchorage Area | 156 | 104 | 1,059 | 590 | 167 | 194 | 2,270 |
| Southcentral – Mat-Su and North South Central | 58 | 25 | 369 | 200 | 119 | 23 | 794 |
| Southcentral – Kenai Peninsula | 48 | 19 | 271 | 135 | 89 | 26 | 588 |
| Southcentral – Mt. View | 84 | 30 | 521 | 229 | 99 | 106 | 1,069 |
| Interior | 62 | 18 | 319 | 172 | 85 | 76 | 732 |
| Inside Passage (Southeast) | 74 | 21 | 291 | 161 | 51 | 76 | 674 |
| Far North | 14 | 6 | 136 | 60 | 1 | 77 | 294 |
| South West | 12 | 2 | 30 | 20 | 4 | 23 | 91 |
| | | | | | | | TOTAL 6,512 |

Table 2. Recipients by Region and Condition

Recipients by Age and Gender

| Recipients | Age in Years | | | | Gender | |
|------------|--------------|----------|---------|-----|--------|--------|
| | 0-12 | 13 to 20 | 21 - 64 | 65+ | Male | Female |
| 6512 | 1832 | 959 | 3672 | 49 | 2164 | 4348 |

Table 3. Recipients by Age and Gender

The universe of super utilizers presented to the emergency room an average of 12.41 visits during the review period. The range of visits was 5 to 79 episodes. The frequency distribution of visits is as follows:

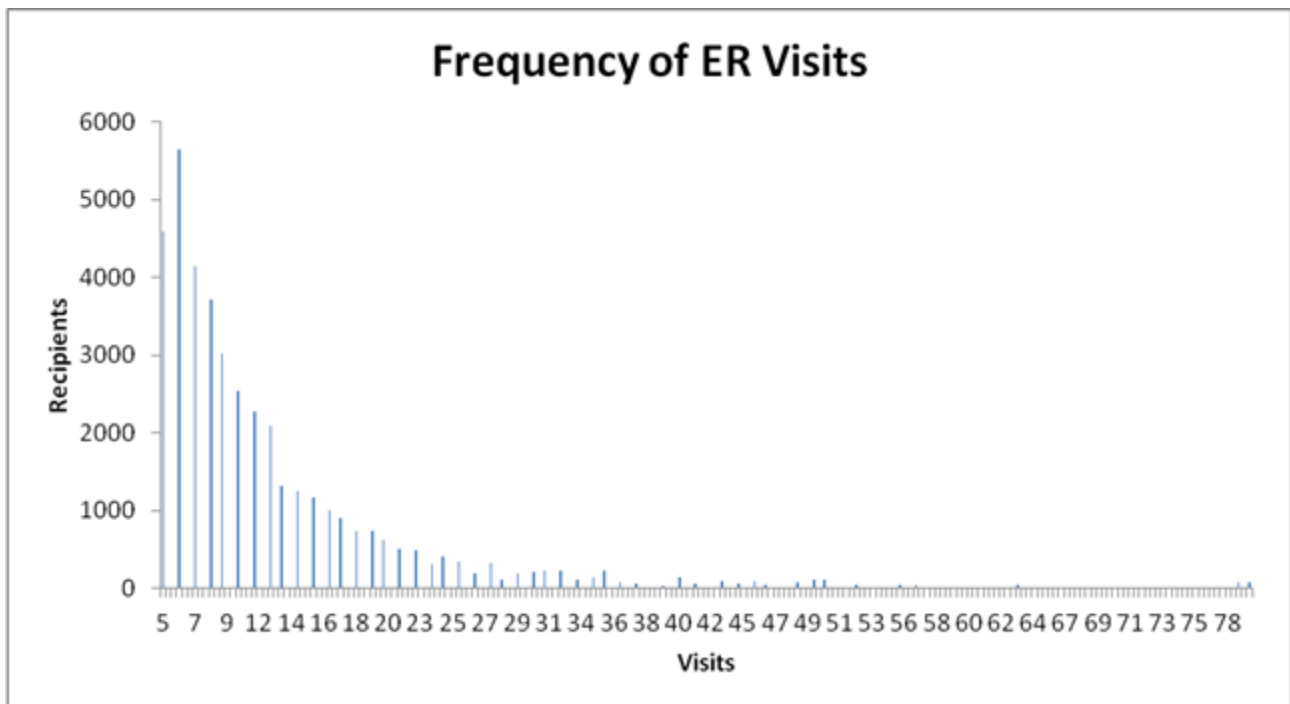


Figure 1. Frequency of ER Visits

3.02 Challenges Posed By Alaska’s Rural Nature

Alaska’s vast size, rural/frontier nature and arctic climate add a unique level of complexity in providing health care services to our residents. Alaska is the largest State in the United States at more than 570,000 square miles. However, Alaska’s population, approximately 752,000 in July 2012, ranks 47th in the United States. Slightly more than half of the State’s population resides in the Anchorage/Matanuska-Susitna region of the State, while 40% reside in rural and remote towns and villages with fewer than 2,500 residents. Distances between medical services in Alaska are extreme. While medical care may be only minutes away in our larger communities, it is not uncommon for those living in remote areas to travel hundreds of miles to the nearest provider.

Many transportation services that other States consider basic, such as mass public transportation and an extensive interState/intraState system, are limited or unavailable in Alaska. In remote areas not accessible via the State’s road system, long-distance travel is available only by small aircraft and the most common modes of ground transportation are ATVs and snow machines. A few larger coastal communities are served by the Alaska Marine Highway System.

Alaska also encounters extreme weather conditions. During the months of Alaska’s long winters, travel to medical care is often delayed or impeded. Severe spring storms are not uncommon and can result in the inability to use the modes of transportation necessary to obtain appropriate health care.

3.03 Administration and Organization

DHSS is the federally-defined Medicaid Single State Agency (SSA) for Alaska. The Commissioner of DHSS is the Director of the SSA. The Department is organized into four functional units. Two of these units are each headed by a Deputy Commissioner. The Director of Health Care Services is the Executive Sponsor for this project.

Two Deputy Commissioners oversee seven Divisions and related Boards and Commissions:

- Division of Health Care Services (DHCS),
- Division of Public Assistance (DPA),
- Division of Behavioral Health (DBH),
- Division of Juvenile Justice (DJJ),
- Division of Public Health (DPH),
- Division of Senior and Disabilities Services (DSDS), and
- Division of Alaska Pioneer Homes

All of the above Divisions have involvement in the administration of Alaska medical assistance programs. A second Deputy Commissioner is responsible for the Office of Children’s Services (OCS).

The Department administers the Medicaid program primarily through four Divisions:

- Health Care Services,
- Behavioral Health Services,
- Senior and Disabilities Services, and
- Office of Children’s Services

Alaska’s Medicaid program affects the service delivery of every division within the Department of Health and Social Services, as well as six other departments within the State government.

Alaska Medical Assistance Benefit Programs by Division

| | |
|----------------------|--|
| Health Care Services | Hospitals, physician services, pharmacy, transportation, dental, vision, physical/occupational/speech therapy, chiropractic, medical equipment, home health, hospice, laboratory, X-ray, State-only medical assistance, premium assistance, third party recoveries, supplemental hospital payments, and Medicaid administrative management |
| Behavioral Health | Mental health, substance abuse, residential psychiatric treatment centers, and inpatient psychiatric facilities |

| | |
|----------------------------------|---|
| Senior and Disabilities Services | Nursing homes, personal care, and four home and community based waiver programs |
| Children's Services | Behavioral rehabilitation |

Table 4. Alaska Medical Assistance Benefit Programs by Division

DHSS medical programs include Title XIX Medicaid; Title XXI S-Children's Health Insurance Program (SCHIP) which is now referred to as Denali KidCare (DKC); the Permanent Fund Dividend Hold Harmless (PFDHH) Program; and the Alaska Longevity Bonus Hold Harmless (ALBHH) Program. DHSS also a State-funded medical assistance program called the Chronic and Acute Medical Assistance Program (CAMA). The Alaska Medicaid program is annually funded from appropriations authorized by the Alaska State Legislature and matched, in part, by federal funds.

Alaska's Medicaid program, like that of other States, is continually evolving to meet new requirements, including but not limited to:

- Changing State and Federal requirements
- Changing populations eligible for the program
- HIPAA
- Changing State funding priorities
- Legislative or Departmental Initiatives

Alaska Medicaid provides health coverage for approximately 154,000 individuals, 20.5% of Alaska's 752,000 residents. Eligibility for Medicaid and other medical assistance programs is determined by the Division of Public Assistance (DPA). Although the majority of program recipients are clustered around Anchorage, Fairbanks, and the towns in southeast Alaska, program recipients are scattered throughout the interior and northern coastal area. Some of these recipients are Alaska Natives who receive medical care through the Alaska Native Regional Corporations under Section 638 agreements with the Indian Health Service (IHS).

In addition to mandated coverage, services also reimbursable by Alaska Medicaid include but are not limited to prescription drugs, eyeglasses and hearing aids, organ transplants, dental services, physical, occupational and speech therapy, rehabilitative services, case management, hospice, non-emergency transportation services, prosthetic devices, and adult personal care.

As the fiscal agent, Xerox's primary functions include maintaining and upgrading Alaska's Medicaid Management Information System known as Medicaid Health Enterprise (Enterprise), enrolling providers and maintaining provider files, processing and paying claims, provider training and outreach, and fulfilling various reporting requirements. Xerox also performs certain authorization functions, including but not limited to travel, specific medical services, certain maternal and newborn stays, and services in excess of pre-set program limitations.

Alaska's MMIS processes an average of 7.5 million claims annually, totaling \$1.4 billion in payments to providers.

The following sections describe the governmental organizations and their agents within the State of Alaska that are involved in the administration of the Alaska medical assistance programs or that interface with these programs.

4.03.1 Department of Health and Social Services

<http://www.hss.State.ak.us>

The following divisions within DHSS are involved in the administration of health care programs for the State:

4.03.1.1 Division of Health Care Services

<http://www.hss.State.ak.us/dhcs/>

DHCS administers the Medicaid core services including hospitals, physician services, pharmacy, dental services, and transportation. Other Medicaid core services managed by the division include physical, occupational, and speech therapy; laboratory; radiology; durable medical equipment; hospice; and, home health care. On a department-wide basis, DHCS administers the following:

- State Children's Health Insurance Program (SCHIP)
- Medicaid Management Information System (MMIS)
- Claims payments and accounting
- Third-party liability collections and recoveries
- Federal reporting
- Medicaid financing
- Chronic and Acute Medical Assistance Program

The Division is primarily located in Anchorage and is organized as follows.

- Director's Office of Division of Health Care Services
- Pharmacy and Ancillary Services Unit
- Facility Relations Unit
- Practitioner Relations Unit
- Program Integrity Unit
- Accounting and Recovery Unit
- Recipient Services Unit

4.03.1.2 Division of Public Assistance (DPA)

<http://www.hss.State.ak.us/dpa/>

DPA administers programs that provide temporary economic support to needy families and individuals; financial assistance to the elderly, blind, and disabled; benefits to supplement nutrition; medical benefits; and supportive services that enable and encourage welfare recipients to pursue economic independence and self-sufficiency.

The Division provides services to help Alaskans remain safe and healthy by:

- Providing temporary financial assistance to low-income Alaskan families with children working towards self-sufficiency to help them meet their basic needs.
- Providing employment assistance to low-income Alaskan families with children to help them become more self-sufficient and increase stability through employment.
- Providing financial assistance to low-income aged, blind, or disabled Alaskans to help them meet their basic needs.
- Providing food assistance to low-income Alaskans to decrease their incidence of food insecurity.
- Providing home heating assistance to low-income Alaskans to reduce their disproportionate burden of home heating costs.
- Providing child care subsidies to families who need child care to work or participate in approved training activities.
- Licensing child care providers to increase the safety and quality of child care in Alaska.
- Making eligibility determinations for medical assistance programs.

Medicaid Eligibility AS 47.07.020

Medicaid, an entitlement program created by the Federal government, is the primary public program financing basic health and long-term care services for low-income Alaskans. DHCS is responsible for provider payments. DPA is responsible for eligibility policy and access to the program and determining the eligibility of individuals and families in need of Medicaid benefits, including children and pregnant women under the Denali KidCare Program.

The majority of Medicaid recipients are beneficiaries of other programs and services administered and delivered by DPA. Most recipients on the Alaska Temporary Assistance Program receive family Medicaid benefits. Many children, young adults, and elderly or disabled persons receiving Medicaid also receive food stamps or adult public assistance benefits.

Chronic and Acute Medical Assistance Eligibility AS 47.08.150

The Chronic and Acute Medical Assistance (CAMA) program is State-funded programs designed to help needy Alaskans who have specific illnesses get the medical care they need to manage these illnesses. It is a program primarily for people age 21 through 64 who do not qualify for Medicaid benefits, have very little income, and have inadequate or no health insurance. DHCS is responsible for provider payments. DPA is responsible for eligibility policy and access to the program.

SeniorCare Program AS 47.300

SeniorCare helps low-income seniors who are at least 65 years of age remain independent in the community by providing a cash benefit or paying the premiums and deductibles for Medicare Part D or similar prescription drug coverage. Effective January 2006, responsibility for determining eligibility for the SeniorCare program transferred from the Division of Alaska Pioneer Homes to the DPA. DHCS is responsible for premium and deductible payments. DPA is responsible for cash benefit payments, eligibility determination, policy development, and access to the program.

4.03.1.3 Division of Behavioral Health (DBH)

<http://www.hss.State.ak.us/dbh/>

DBH is responsible for the State's public behavioral health system, which includes the community mental health and substance disorder programs. DBH administers the Statewide system of community behavioral health programs for delivery of residential and community-based treatment and recovery services; manages Alaska Psychiatric Institute (API), the State's only public psychiatric hospital; administers grants to the State's network of local community mental health and substance abuse programs; and coordinates with other government, tribal and private providers of behavioral health services to ensure the provision of comprehensive behavioral health services to Alaska residents. DBH works closely with the Alaska Mental Health Board (AMHB), the State's mental health and substance abuse planning councils, and provider organizations (Alaska Behavioral Health Association and Alaska's Substance Abuse Directors) on system planning and evaluation. (Note: The Division of Alcohol and Drug Abuse was reorganized and combined with other services to form the Division of Behavioral Health.)

4.03.1.4 Division of Juvenile Justice (DJJ)

<http://www.hss.State.ak.us/djj>

DJJ is responsible for juveniles adjudicated under the criminal justice system in Alaska, including juveniles in parole status. DJJ operates 8 regional juvenile correctional facilities.

Juvenile Detention and Treatment Facilities

Youth facilities in Alaska perform two primary functions:

- (a) Detention Units designed as short-term secure units for youth who are awaiting court hearings; and
- (b) Treatment Units designed for youth who have been ordered by the courts into long-term secure treatment.

Juveniles in parole status are usually eligible for Medicaid if they meet income guidelines. Juveniles incarcerated in juvenile correctional facilities are not eligible for Medicaid while residents of the facilities but may have Medicaid eligibility from previous community status. Claims for medical services provided to DJJ clients in regional correctional facilities are scheduled to be processed through the MMIS as part of the future MMIS development.

4.03.1.5 Division of Public Health (DPH)

<http://www.hss.State.ak.us/dph>

DPH operates programs that are primarily population-based and focus on protecting and promoting the health of entire communities and of all Alaskans. DPH conducts disease surveillance and investigation and provides treatment consultation, case management, and laboratory testing services to prevent epidemics and control outbreaks of communicable diseases. Many of the services and programs delivered by the DPH serve the population as a whole, rather than individuals, so statistics on individual services do not complete the picture of the Division's work. Activities such as disease outbreak response, preparation and dissemination of epidemiology bulletins to all health practitioners in the State, planning and development of health systems, and educational campaigns such as those designed to influence children not to smoke are a few examples of DPH efforts to protect, promote, and improve the health of hundreds of thousands of Alaskans every day.

Public Health Nursing - Public health services are provided by nursing staff in public health centers in 23 communities and by itinerant public health nurses serving more than 250 communities. Grantees in four areas of Alaska – Norton Sound Health Corporation, Maniilaq Association, the North Slope Borough, and the Municipality of Anchorage are supported through grant funding and technical assistance to assure that public health nursing services are available Statewide.

Women's, Children's and Family Health (WCFH) - Services and programs delivered Statewide include Breast and Cervical Health Check; Family Planning; Perinatal Health; Oral Health for Children and Adults; Newborn Metabolic Screening; Early Hearing Detection, Treatment, and Intervention; Pediatric Specialty Clinics; and Genetics and Metabolic clinics. In addition, the WCFH Epidemiology unit collects, analyzes, and reports maternal and child health indicator data to provide an accurate picture of the health status of Alaskan women, children and their families.

Chronic Disease Prevention and Health Promotion Epidemiology Section - The Section of Epidemiology provides surveillance for reportable health conditions to accurately assess the health of Alaskans, to detect disease outbreaks requiring intervention, and to assess the effectiveness of prevention strategies, such as immunization programs. It also detects, investigates, and controls disease outbreaks through defining causal factors and by identifying and directing prevention and control measures.

Bureau of Vital Statistics - The Bureau of Vital Statistics oversees the registration of vital events in Alaska and is responsible for the preservation and security of records. Bureau staff work in partnership with hospitals, funeral directors, physicians, and the court system to ensure all vital events are properly recorded, that they satisfy the legal requirements of Alaskans and their families, and that the information contained in vital records meet the statistical needs of researchers or health officials at the State and national level.

Information from vital records is used to monitor and assess the health status of Alaskans and help guide health policy issues affecting the State. The Bureau publishes an annual report of vital events in Alaska and provides public health statistics on its web site. These reports include statistics on births, fetal and infant deaths, induced terminations, adoptions, marriages and divorces, and deaths. Teen birth rates, chronic disease mortality, leading causes of death, infant mortality, pregnancy and fertility rates, local health profiles, and Healthy Alaskans 2010 statistics are examples of information published on the Bureau's web site.

Community Health and Emergency Medical Services- This section provides services and outreach training to reduce human suffering and economic loss to society resulting from disability and premature death from injuries and to assure access to community-based emergency medical services.

State Medical Examiner -The State Medical Examiner's Office is responsible for investigating and certifying all deaths that occur within the State of Alaska that are the result of violence, suspected violence, deaths due to accidental causes, deaths that occur during incarceration, deaths that are associated with conditions that pose a hazard to public safety or health, and all unattended or unexplained deaths.

Public Health Laboratories - The Section of Laboratories provides analytical and technical laboratory testing and information to support disease prevention programs, services, and activities. The Anchorage laboratory provides

testing for microbial, parasitic, and fungal infectious agents, as well as testing for disease antibodies in the blood and for chemical and toxic agents. The Fairbanks lab provides virology testing. In addition to laboratory testing, this section provides technical consultation and continuing education to clinical laboratories throughout Alaska, as well as quality assurance and reference testing for Alaska's clinical laboratories to ensure the safety and efficacy of their services.

DPH administers a number of programs for prevention and treatment. They also are responsible for the EPSDT tracking system, including the interface with the EPSDT subsystem in the MMIS.

DPH programs generally cover individuals who are not eligible for Medicaid or services not covered by Medicaid. The Breast and Cervical Health Check and Family Planning grant programs provide screening and preventive services to women. The Health Care Program for Children with Special Needs provides specialty services to disabled children. Some of these DPH sections receive information from the MMIS on a regular basis. Others such as the Laboratories submit claims for Medicaid covered services. The Division also operates and uses the RPMS application for tracking services to clients.

4.03.1.6 Division of Senior and Disabilities Services (DSDS)

<http://hss.State.ak.us/dsds/>

DSDS provides institutional, home and community-based services for older Alaskans and persons with disabilities, as well as protection of vulnerable adults. The Division administers four Medicaid Waiver and Senior Services and Community Developmental Disabilities Grants programs: Alaskans Living Independently (ALI), Adults with Physical and Developmental Disabilities (APDD), Intellectual and Developmental Disabilities (IDD), and Children with Complex Medical Conditions (CMCC).

In addition to the four Medicaid waivers above, the Division operates the Personal Care Assistance and Nursing Home Authorization (Medicaid) programs. DSDS is responsible for the initial admitting authorizations of Medicaid eligible clients to Skilled Nursing Facilities. Reauthorizations are completed every three to six months for those consumers staying in these facilities (depending on level of care) throughout the State of Alaska and in other States if the appropriate care is not available in this State. The Division is also responsible for authorizing Await and Swing beds for hospitals, in-State and out-of-State, while Medicaid clients are waiting for admittance to a skilled nursing facility or if a skilled nursing facility is not available in the community. This responsibility includes approval for all services on the client care plans and transmittal of these approvals to the MMIS fiscal agent through a proprietary software program called Cost Sheet Interface (COSI). DSDS also authorizes all admissions to nursing homes using the COSI software and administers the Personal Care Attendant service.

There are 14 skilled nursing facilities around the State. The average yearly cost for a patient in a nursing home in FY05 was approximately \$164,742.

The Adult Protective Services Unit within DSDS protects adults over the age of 18 from abuse, neglect, and exploitation. APS staff investigates reports of harm and takes appropriate action (up to and including removal from the client's home) to ensure that vulnerable adults are safe. The APS Unit also administers the General Relief Program which pays for temporary assisted living home costs for clients who need "emergency placement" and may qualify for but are not currently approved to receive services under a Medicaid waiver.

4.03.1.7 Division of Alaska Pioneer Homes

<http://hss.State.ak.us/dalp/>

The Division of Alaska Pioneer Homes provides residential and pharmaceutical services in Sitka, Fairbanks, Anchorage, Ketchikan, Palmer, and Juneau for qualified Alaska seniors. Services are designed to maximize independence and quality of life by addressing the physical, emotional, and spiritual needs of Pioneer Home residents. The Pioneer Home system served 573 Alaskan seniors during FY05. During FY 2005, all six Pioneer Homes and the Pioneer Home central Pharmacy became licensed Medicaid providers and Pioneer Home residents became eligible to apply for and receive Medicaid benefits. This significant change allows the Division

access to federal funding thereby reducing general funds expended to operate the homes and subsidize residents who are unable to pay the full monthly charges. As of November 2004, 58 percent of Pioneer Home residents were subsidized by the State through the division's Payment Assistance Program.

The following paragraphs highlight other offices within the Alaska State Government that interface with DHSS.

4.03.1.8 Office of Children's Services (OCS)

<http://hss.State.ak.us/ocs/>

OCS is responsible for administering child protective services. Since most children under protective services are eligible for Medicaid, OCS supports DHCS in administering services for this population. These activities include monitoring the eligibility process for children in protective services, monitoring medical services, and developing specialty services for these children. OCS also acts as the billing agent for behavioral rehabilitation services, which are long term mental health services for children placed with OCS community providers.

4.03.1.9 Office of Finance and Management Services (FMS)

<http://www.hss.State.ak.us/das/default.htm>

The core services of this Office are to assist and be responsible for all the administrative service and management functions of the department. These responsibilities range from managing Department policy to insuring that all DHSS external and internal customer needs are met in an effective and efficient manner.

Hearings and Appeals Unit

The Office of Hearings and Appeals is within the Office of Finance and Management Services (FMS) and is responsible for client case hearings and provider rate appeals. Unit responsibilities include:

- (a) Scheduling hearings and coordinating pre-hearing arrangements
- (b) Holding pre-hearing and other conferences
- (c) Presiding over formal hearings
- (d) Analyzing and evaluating facts and pertinent laws
- (e) Preparing reports and findings
- (f) Recommending orders and decisions for consideration by the Commissioner

4.03.1.10 Certification and Licensing Unit(C&L)

This unit is responsible for Medicare and Medicaid certification of healthcare facilities. Unit responsibilities include:

- (a) Licensing of all health facilities in Alaska accordance with State law.
- (b) Under contract with CMS, certifying of all facilities that wish to participate in Medicare and Medicaid in Alaska.
- (c) Investigating complaints and reports of harm made against the facilities it licenses.

4.03.1.11 Commissioner's Office

The Commissioner's Office is responsible for upper-level management and policy development for the Department. (AS 18.05: Health, Safety and Housing)

4.03.1.12 Office of Program Review

The Office of Program Review ensures that DHSS programs accomplish their goals and helps Divisions identify and maintain funding for continued service delivery. (AS 37.10: Financial Management)

4.03.1.13 Rate Review

The Rate Review component establishes efficiency in rate-setting functions throughout the Department. (AS 47.07: Medical Assistance for Needy Persons).

4.03.1.14 Assessment and Planning

The Assessment and Planning component is tasked with planning, assessment, and forecasting improvements for the Medicaid program. (AS 47.07: Medical Assistance for Needy Persons).

4.03.1.15 Administrative Support Services

The Administrative Support Services component funds financial, budget, procurement, grant, and professional service contract administration, information services, as well as human resource liaison functions. (AS 37.10: Financial Management; AS 37.07: Budget Section; AS 36.30 Procurement Section, 7 AAC 78 and 81 Grant Regulations; Audit Section PL 98-502 Single Audit Act Amendments of 1996, PL 104-156 and OMB Circular A-133).

4.03.1.16 Hearings and Appeals

The Hearings and Appeals component conducts appeals for Medicaid, Chronic and Acute Medical Assistance, and Division of Public Assistance regarding rates and recipient benefit appeals. (AS 47.07; AS 47.08 and AS 47.25)

4.03.1.17 Facilities Management

The Facilities Management component includes the management of the Department's capital programs. (AS 37.07.062 Capital Projects - Responsible for preparation, submission and competent management of annual capital budget requests)

4.03.1.18 Health Planning and Infrastructure

The Health Planning and Infrastructure component core services include community health needs assessments, health indicators tracking, data analyses and reporting, technical assistance, health plan development, community health grants, and Certificate of Need (CON) (AS 18.07 and AS 18.20 – Health, Safety and Housing, Certificate of Need)

4.03.1.19 Medicaid School Based Claims

The Medicaid School Based Claims component improves health services access and availability for Medicaid-eligible children and families. (AS 18.05 Health, Safety and Housing)

4.03.1.20 Information Technology

The Information Technology component's focus is to improve the efficiency and effectiveness of IT services and develop a more capable IT organization for the Department.

The Office uses MMIS data to prepare the HCFA-64 report, request Federal fund draw downs, validate accounts receivable collections, and prepare cost allocation plans and audit responses. The Office is the liaison with AKSAS (State accounting system). In this capacity they assign collocation, ledger, and program codes for the MMIS accounting interface.

This Office also provides guidance to DHSS staff in procuring professional services contracts and reviewing Requests for Proposals.

4.03.1.21 Office of Program Review and Rate Review Executive Director of MRAC

Office of Rate Review (ORR) - Medicaid Rate Advisory Committee. The Medicaid Rate Advisory Commission (MRAC), authorized under AS 47.07, advises DHSS on facility rate setting and related policy issues. FMS Office of Rate Review (ORR) - The Executive Director is responsible for the operations of the Medicaid Rate Advisory Committee. The Medicaid Rate Advisory Commission (MRAC), authorized under AS 47.07, advises DHSS on facility rate setting and related policy issues.

4.03.1.22 Project Director (Special Projects Manager)

This position is responsible for management of the procurement and implementation processes associated with the new MMIS and Data warehouse/Decision Support contract.

4.03.1.23 Department of Administration (DOA)

<http://www.State.ak.us/local/akpages/ADMIN/home.htm>

The following Divisions within DOA are involved in administration of DHSS medical assistance programs:

- Enterprise Technology Services (ETS)
- Division of General Services (DGS)
- Division of Finance (DOF)

4.03.1.24 Enterprise Technology Services (ETS)

<http://www.State.ak.us/admin/info/home.html>

ETS regulates the infrastructure (Wide Area Network or WAN) tying the State agencies together. The fiscal agent must connect the MMIS to the network of users through this WAN. The ETS also sets policy for procurement of computer services, system security and confidentiality, connectivity to the State's backbone, and hardware and software standards. A copy of the Comprehensive Telecommunications Service Agreement is provided in the Bidder's Library and is also available on the Internet at the above-referenced site.

4.03.1.25 Division of General Services (DGS)

<http://www.State.ak.us/local/akpages/ADMIN/dgs/home.htm>

DGS regulates purchasing (such as this professional services contract), provides office leasing for State agencies and provides mailroom and surplus property management services. This procurement process and resulting

contract must be approved by this agency.

4.03.1.26 Division of Finance (DOF)

<http://fin.admin.State.ak.us/dof/main/index.jsp>

DOF manages the Alaska State Accounting System (AKSAS). AKSAS incorporates files for accounting transactions, check write, and electronic funds transfer EFT transactions. The DOF also authorizes release of the payments for each fiscal agent payment cycle.

4.03.1.27 Department of Commerce, Community and Economic Development (DCCED)

<http://www.dced.State.ak.us/occ/DCBPLAlaska>

Within the DCCED, the Division of Corporations, Business and Professional Licensing (DCBPL) <http://www.dced.State.ak.us/occ> is the primary occupational licensing agency for Alaska professional licenses. DCBPL regulates entry into professions and enforces performance standards for each professional licensing area. The Fiscal Agent must support an interface with DCBPL to verify status of professional licenses for Medicaid providers.

4.03.1.28 Department of Law (DOL)

<http://www.law.State.ak.us>

4.03.1.29 Alaska Medicaid Fraud Control Unit (MFCU)

<http://www.law.State.ak.us/department/criminal/mfcu.html>

The MFCU has been part of the State Attorney General's Office within the Department of Law since January 1992. The Unit is located in Anchorage and has Statewide jurisdiction. It has the responsibility for investigating and prosecuting Medicaid fraud and abuse, neglect, or financial exploitation of patients in any health care facility that accepts Medicaid funds. The Fiscal Agent will be requested to provide claim records and other information to support ongoing investigations of MFCU.

Additionally, the Collections and Support section of the Department of Law provides legal advice to and represents the Alaska Child Support Services Division in local and interState child support actions. These include actions to establish or disestablish paternity, establish and modify child support orders, obtain and enforce medical support orders, and enforce support obligations through civil process.

4.03.1.30 Department of Revenue (DOR)

<http://www.revenue.State.ak.us>

The following Divisions within DOR are involved in administration of DHSS medical assistance programs:

- Child Support Enforcement Division (CSED)
- Division of Treasury

4.03.1.31 CSED

<http://www.csed.State.ak.us>

CSED is responsible for establishing child support orders, including orders for medical support, collecting child

support payments, and disbursement of the payments. The automated interface between CSED and the MMIS needs to be reestablished. Currently, information on child support assignments is generated through manual look-up on the CSED case tracking system or secondhand through automated matches performed by the TPL Contractor.

4.03.1.32 Division of Treasury

<http://www.revenue.State.ak.us/treasury>

The Division of Treasury is located in Juneau. This Division provides cash management, investment management, debt management, and accounting services for the State's General Fund, the Constitutional Budget Reserve Fund, various retirement funds, and other funds and trusts. Treasury maintains necessary payment and collection bank accounts for the Medicaid program. The rules for establishing electronic fund transfer payments and payment procedures are controlled by Treasury.

4.03.1.33 Department of Labor and Workforce Development (DOL/WD)

This Department works with DHSS to determine disability and return recipients to work. The Divisions of Vocational Rehabilitation and Disability Determination Services (DDS) are 100% federally funded by the Social Security Administration. DDS operates as a federally-regulated agency, and Federal funds are used solely to provide medical determinations for persons alleging disability. DDS adjudicates claims for the Social Security Administration for Title II (Social Security) and Title XVI (Supplemental Security Income) applicants for disability benefits. Referrals are made, when appropriate, to the vocational rehabilitation program for job training and placement.

4.03.1.34 Department of Education and Early Development (DE&ED)

Generally, children who have been determined to be eligible for Medicaid may be able to obtain these services in the school setting. School-Based Medicaid Administrative Claiming (MAC) is administered by DE&ED.

SECTION FIVE SCOPE OF WORK

4.01 Scope of Work

The Department of Health and Social Services, Division of Health Care Services, is issuing this RFP to obtain specialized case management and utilization review (CM/UR) services for an identified group of super utilizers. The scope of work described in this section identifies the requirements, responsibilities, and expectations associated with CM/UR activities, deliverables, and general requirements, all of which must be met throughout the duration of the contract.

The Offeror must provide a comprehensive and detailed narrative that describes its proposed methodologies and costs for meeting all requirements of, and providing all services described in, Section 5, Scope of Work. The proposal must describe in detail the scope, type and frequency of CM/UR services to be provided in support of the super utilizers. The narrative must describe how the Offeror will meet the State's project schedule. A projected timeframe for completion of all requirements must be included.

The DHSS is seeking to avail itself to CM/UR activities to coordinate care and facilitate appropriate use of health care services, with emphasis on emergency services, to improve recipient health outcomes and reduce costs. It is important that proposals present the best solution to satisfy all the functional and technological requirements and to provide a CM/UR model that will be usable for the Alaska Medical Assistance programs well into the future. As part of the successful vendor's proposal the State of Alaska expects a comprehensive management approach.

The Department reserves the right to adopt regulatory, policy, or business process changes that may necessitate changes to the Alaska Medicaid Coordinated Care Initiative (AMCCI) Program.

Below are the Scope of Work and related Requirements and Deliverables.

4.02 General Requirements

1. All work completed under any resulting contract must be performed in consideration of the health care delivery system in Alaska, as described in 4.02.
2. The Contractor must coordinate the participant's with providers who are enrolled and in good standing with Alaska Medical Assistance.
3. The Contractor must maintain sufficient number of qualified CM/UR staff as defined in this Section and meeting the organization's training and experience requirements to assure access to case management and utilization review services dependent on the number of recipients the Contractor proposes to serve. The State reserves the right to request the Contractor provide additional Contractor staffing of the project if the State feels the staffing level is inadequate.

4.02.1. Management

1. The State will provide oversight of the entire program, but the Contractor must provide overall management for the tasks under this contract, including the day-to-day management of its staff. The Contractor must exert control to assure completion of all tasks according to the approved schedule.
2. Notify the DHCS Quality Manager, or their designee, immediately of all recipient complaints of harm or quality of care concerns.

4.02.2. Customer Service

1. The Contractor must provide and maintain a nationally accessible, toll-free CM/UR dedicated telephone and facsimile numbers. The telephone system and number of lines and voice mail accounts must be adequate to guarantee that ninety-nine percent (99%) of callers do not receive a busy signal.
2. The Contractor must receive and respond to customer inquiries and other contacts from providers, recipients, and DHSS staff, including other DHSS vendors.
3. The Contractor must log, track, and monitor customer service activities, requests, and complaints in an electronic format and make this informational data available to the DHSS on a monthly basis.
4. The Contractor must have written internal and external procedures for all services provided. These materials must be made available to DHSS upon request within two (2) business days.
5. The Contractor must have a comprehensive internal and external training program. The Contractor must provide educational publications, outreach, and identify methods the Contractor will use to provide education and training to recipients. This program should include materials related to, but not limited to, medically appropriate health care services, appropriate use of the ER and other utilization, and managing chronic conditions with emphasis on preventive health. These materials must be made available to DHSS upon request within two (2) business days.
6. Collaboration is strongly encouraged with the Alaska State Hospital and Nursing Home Association (ASHNHA) and the Alaska State Medical Association, State Travel Office, the fiscal agent, first responders, such as Anchorage Police Department, Anchorage Fire Department, and Emergency Medical personnel, and other applicable organizations to establish and maintain a good working relationship.

4.02.3. Communications

1. The Contractor may be required to arrange, facilitate, and attend a minimal one hour monthly WebEx status meeting with DHSS staff for the purposes of on-going contract monitoring and management. The Contractor must make CM/UR managers and CM/UR staff available to attend these meetings. These meetings will provide a forum for discussion of various topics related to ongoing activities of the Department and the Contractors, identification and resolution of problems, issues, process changes/improvements, individual case status, treatment recommendations, service responsibilities, etc. At the Department's discretion, a written progress report may be authorized in lieu of a monthly meeting.
2. The Contractor is required to provide a staff member, preferably the Contractor's project supervisor, to attend a biannual in-person status meeting in Anchorage, Alaska with DHSS staff for the purposes of on-going contract monitoring and management. These meetings will provide a forum for discussion of various topics related to ongoing activities of the Department and the Contractors, identification and resolution of problems, issues, process changes/improvements, individual case status, treatment recommendations, service responsibilities, etc.
3. Written communications that are general updates on the program or outline specific changes must be pre-approved by the Department and, although it may contain the Contractor's logo and appropriate address and telephone number, the communications must always contain the Department's address and the Project Director's name and telephone number.

4.03 Case Management Requirements

1. The Offerors must describe in detail the proposed case management model, including scope, type, and frequency of case management services to be provided in support of the super utilizers.
2. The Offeror is required to describe its case management methodology in sufficient detail to understand the personalized interaction and interventions being offered. Case management may be provided face-to-face, telephonically, via telemedicine or real-time video imaging. Inter-periodic supports may be delivered via text messaging and/or email. The Department welcomes innovative strategies for effective person-centered case management delivery.
3. Vendors will develop a comprehensive needs assessment based upon clinical and psychosocial histories and individual participant preferences to create a person-centered care plan that is shared with the client and his/her family, the primary care physician, pharmacy, hospital, behavior management providers and others that may be identified by the client. The care plan will also address psychosocial risk factors of substance abuse, partner violence, homelessness, and mental illness.
4. Case Management services must minimally include, but are not limited to, the following intervention components:
 - a. Intake and assessment
 - I. Illness/Disease Impact
 - II. Self-determination/self- efficacy assessment (i.e. guardianship, caregiver)
 - III. Quality of life assessments
 - IV. Behavior change (standardized assessment tool)
 - V. Ongoing assessments and screening
 - b. Psycho-social assessment (standardized assessment tool)
 - c. Environment assessment
 - d. Care Planning
 - e. Care Coordination
 - f. Education and self-management skill development
 - g. Medical Management (including medication reconciliation and management)
 - I. Report new or worsening symptoms, abnormal findings, psychosocial issues
 - II. Coordinate on regular follow-up and on-going treatment planning and routine prevention
 - III. Assess compliance and understanding of medications
 - IV. Timely access to care
 - h. Health promotion (i.e. nutrition, physical activity/exercise, weight management, tobacco cessation, stress management, etc.)
 - i. Care transition

- j. Population specific risk assessments and interventions (example: for elderly, fall prevention, advance directives, advanced care planning, etc.)
5. The Contractor will be required to deliver specialized case management methodologies so that participants receive thorough and timely health care for chronic care conditions in accordance with best practices standards. Contractors are required to:
 - Effectively engage and collaborate with health care professionals and entities to coordinate health care and manage transitions of participant's care
 - Collaborate with Community Mental Health Centers to manage behavioral health issues, reinforce the treatment plan and/or mitigate the effects of partner violence or depression
 - Collaborate with social services such as housing assistance, food distribution centers and local transportation options
 - Collaborate with health care professionals in support of tobacco use cessation
 - Assure participants have access to appropriate care from a preferred primary care health care provider, pharmacy, hospital, behavioral health provider, and other providers as required
 - Demonstrate health care practice satisfaction through a customer satisfaction survey.
6. Case Management is available only to Medical Assistance-eligible recipients. Prior to commencement of CM services, and monthly thereafter, the Contractor must review eligibility records for current eligibility status. If ineligibility is found, the Contractor must suspend all CM services except administrative/clerical services to assist the client with re-establishing eligibility.
7. The Contractor must maintain complete and comprehensive documentation of each case managed recipient including all contacts, visits, and related activities. An electronic format is the preferred method. These records should comply with case management standard practices and should include:
 - profile reflective of participant's current status,
 - assessment documentation,
 - reasons for emergency department visits,
 - identify whether or not the recipient has a primary care provider upon entering the program and the name of that provider,
 - identify why the recipient does not have a primary care provider, if appropriate,
 - interventions planned and performed,
 - reviewers' notations,
 - referrals made,
 - case summaries,
 - decisions and recommendations made,

- comprehensive transition plan to ensure continuity of appropriate medical and social supports for recipients who are no longer eligible for Alaska Medical Assistance including, but not limited to, written instructions regarding obtaining prescriptions and follow up appointments,
- other appropriate documentation.

The Department reserves the right to conduct site visits for the purpose of reviewing this documentation and/or request records for audit purposes to assure continued compliance with the contract. Records must be made available upon request by the DHSS and be provided within five (5) business days of the State's request.

8. On a monthly basis, the Contractor must provide DHCS with a ratio of CM to participants.
9. At least bi-monthly Case Managers must initiate contact with appropriate medical providers of each CM patient to ensure communication and coordination with providers.
10. Expenses related to required travel, including time, mileage, and accommodations are not separately billable and should be included in the proposed reimbursement methodology.
11. After Notice of Placement in Case Management, the Contractor will coordinate with the recipient on selection and/or placement with one primary care provider, one pharmacy, one hospital, and one behavioral health provider (as indicated).
12. The Contractor will communicate with providers to request acceptance of participants as a primary provider.
13. The Contractor must provide copies of reviewers' notations, case summaries, and any other documentation deemed necessary by the Department's hearing staff to support the Department in hearings or appeals. Records must be provided within five (5) business days of the State's request.

4.04 Utilization Review Requirements

1. The Contractor will be required to perform retrospective reviews for outpatient emergency department visits to determine medical necessity. The reviews of the recipient's medical records will be based on objective review criteria developed by the Department.
2. Emergency department medical necessity reviews will be on services rendered after the start date of the contract.
3. In-depth reviews, upon request of the Department, when services requested are complex and/or high cost, or when services appear to be investigational, experimental, or atypical.
4. Professional support to the Department in preparation for hearings and other legal proceedings.
5. The Contractor must provide copies of reviewers' notations, case summaries, and any other documentation deemed necessary by the Department's hearing staff to support the Department in hearings or appeals. Records must be provided within five (5) business days of the State's request.

4.05 Data Requirements

1. The Contractor will provide to the Department monthly updates on all active CM/UR patients on a standardized form developed by the Department. CM/UR reports will include, at a minimum:

- the start date of CM/UR services,
 - total administrative CM/UR and total non-administrative CM/UR hours for the most recent month,
 - cumulative totals since the CM/UR services began, and
 - any information related to any concerns or problems encountered.
2. The Contractor must operate a reliable reporting system that:
 - a. documents individual reviews and case activities,
 - b. has capacity for data analysis, generation of both electronic and hard copy ad-hoc reports (i.e. specific provider utilization) and storage of review information required by this contract,
 - c. performs reporting functionality, and
 - d. is HIPAA-compliant, protecting the storage of, access to, and dissemination of medical data.
 3. Electronically transmit patient sensitive data to DHCS via method determined by the Department including, but not limited to Direct Secure Messaging (DSM).
 4. The Contractor must have the capacity to collect and transport data. This can be in many different formats.
 5. The Contractor must provide data on request to the Department. The data needs to include primary data elements reflective of CM/UR activities.
 6. Contractor will identify recipients by the Medicaid identification number in all reports.
 7. Timely and effective communications with DHCS.

4.06 Reporting

1. The Contractor will be expected to produce and deliver to Department monthly, quarterly and annual reports of CM/UR activity and costs based on Department specifications. All reports are due 15 business days after the end of the specified period or from the date mutually agreed for ad-hoc reports.
2. Other ad hoc reports may be requested as specified by the Department. In addition to the printed reports, all data contained in the reports must be available in current, Department compatible Microsoft ® Office software products, for use on Department enterprise computers.
3. Vendors will report monthly on the number cases, the overall savings that can be attributed to their programs as well as the method used for calculating overall savings. The savings must consider the cost of the contract as well as cost savings attributed to avoidance of inappropriate utilization. A reporting format must be included in the proposal and must be approved by the State.

4.07 Survey Requirements

1. The Contractor must conduct customer service satisfaction surveys for CM/UR services no less than once per year.

2. The Department will provide the questions for the customer satisfaction survey.
3. Surveys must be available in both electronic and paper formats. The preferred method for surveys is in an electronic form (i.e. SurveyMonkey or a similar tool). Paper surveys must be mailed to participants by the Contractor with a return stamped envelope addressed to DHCS.
4. All survey results will be returned directly to DHCS. In the event a participant inadvertently returns the survey to the Contractor, the Contractor will forward the unopened survey directly to DHCS.
5. CM/UR surveys must be made available to every recipient in active CM during the review year.
6. The Contractor must assure recipients are aware of the ability to participate in the survey via the methods mentioned above.

4.08 Performance Requirements

DHSS requires all recipients served by case management be supported and guided through the health care and social service system by the Contractor to reduce and eliminate the unnecessary use of emergency room visits and shift the emphasis of care to appropriate preventive and chronic care management. In order to measure the effectiveness of the case management services, Contractors are required to report on the following performance measures:

The Contractor is expected to perform specialized case management activities that reduce and eliminate the unnecessary use of emergency room visits for identified super utilizers. Contractor will ensure:

- 95% - 100% of participants increase their health literacy by one (1) step, grade or level using a standardized tool. Health Literacy may be specific to the participant and includes an increased understanding of the human body, medical conditions and chronic care management. An example of a health literacy tool is the Rapid Estimate of Adult Literacy in Medicine – Short Form found at ahrq.gov. This 7-item word recognition test provides a tested, quick assessment of patient health literacy. Contractors may use such a health literacy test to evaluate health literacy before and after the provision of case management intervention,
- 95% - 100% of participants are compliant with all prescription medications using at least two (2) different validation methods, e.g. ask participant if they are compliant with medications, verify compliance by counting remaining pills in prescription bottle, medication reconciliation,
- Participants will decrease non-emergency ER visits by at least 25% annually,
- 95% - 100% of participants will have a comprehensive assessment as described in section 5.03,
- 95% - 100% of participants will have been assigned a primary care provider, a pharmacy, a hospital, and a behavioral health provider (if indicated),
- 95% - 100% of participants identified as having a behavioral health diagnosis have been referred to appropriate behavioral health provider,
- 95% - 100% of participants will be educated about their primary and secondary condition, appropriate self-care, symptoms that need medical attention and the level of medical attention required,
- 95% - 100% of participants with a tobacco use disorder have received tobacco cessation counseling and appropriate education from a single provider,

- 95% - 100% of participants identified with social service needs have obtained appropriate social service information and intervention from agencies such as housing assistance, food distribution centers and local transportation,
- 95% - 100% of participants who are no longer eligible for Alaska Medical Assistance will have a comprehensive transition plan to ensure continuity of appropriate medical and social supports for recipients,
- 95% - 100% of participants have been provided the opportunity to participate in a customer satisfaction survey, and
- Of those participants completing a customer satisfaction survey, 90% express “satisfied” or “highly satisfied” with case management supports received

SECTION SIX PROPOSAL FORMAT AND CONTENT

5.01 Proposal Format and Content

The State discourages overly lengthy and costly proposals, however, in order for the State to evaluate proposals fairly and completely, Offerors must follow the format set out in this RFP and provide all information requested.

5.02 Introduction

Proposals must include the complete name and address of Offeror's firm and the name, mailing address, and telephone number of the person the State should contact regarding the proposal.

Proposals must confirm that the Offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An Offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

5.03 Understanding of the Project

Offerors must provide comprehensive narrative Statements that illustrate their understanding of the requirements of the project and the project schedule.

5.04 Methodology Used for the Project

Offerors must provide comprehensive narrative Statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the State's project schedule.

5.05 Management Plan for the Project

Offerors must provide comprehensive narrative Statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the State's project schedule.

5.06 Experience and Qualifications

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- a. title,
- b. resume,
- c. location(s) where work will be performed,

Offerors must provide reference names and phone numbers for similar projects the Offeror's firm has completed.

Offerors must provide evidence within their proposal that they meet the minimum requirements specified in Section 2.08 Minimum Qualifications along with any certifications and credentials referenced in the resume or their proposal may be found non-responsive and may be rejected.

5.07 Cost Proposal

The completed cost proposal, along with any reference to pricing, is to be **excluded** from the body of the Offeror's proposal. Instead, it should accompany the proposal in a separate, sealed envelope. Failure to comply with this requirement will result in a proposal rejected as non-responsive.

5.08 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out in Section SEVEN.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the Offeror.

A proposal shall be evaluated to determine whether the Offeror responds to the provisions, including goals and financial incentives, established in the request for proposals in order to eliminate and prevent discrimination in State contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

SECTION SEVEN

EVALUATION CRITERIA AND CONTRACTOR SELECTION

**THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS PROPOSAL IS 1,000**

6.01 Understanding of the Project (10 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How comprehensive is the narrative and how well has the Offeror demonstrated a thorough understanding of the purpose, scope and requirements of the project?
- [b] How well does Offeror understand and describe their capacity for behavioral health integration?
- [c] Does Offeror propose a quality improvement process with a focus on continuous patient-centered experience and patient-centered health care values?
- [d] How well has the Offeror identified pertinent issues and potential problems related to the project?
- [e] To what degree has the Offeror demonstrated an understanding of the deliverables the State expects it to provide?
- [f] Has the Offeror provided evidence of recent quality improvement activities? Are previous QA lessons learned applied to this project?

6.02 Methodology Used for the Project (15 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- [b] How well does the methodology match and achieve the objectives set out in the RFP?
- [c] Does the methodology interface with the time schedule in the RFP?

6.03 Management Plan for the Project (10 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- [b] How well is accountability completely and clearly defined?
- [c] Is the organization of the project team clear?
- [d] How well does the management plan illustrate the lines of authority and communication?

- [e] To what extent does the Offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- [f] Does it appear that the Offeror can meet the schedule set out in the RFP?
- [g] Has the Offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [h] To what degree is the proposal practical and feasible?
- [i] To what extent has the Offeror identified potential problems?
- [j] Does the project proposal provide an opportunity for project growth and sustainability?

6.04 Experience and Qualifications (15 Percent)

Proposals will be evaluated against the questions set out below:

Questions regarding the personnel:

- [a] Do the individuals assigned to the project have experience on similar projects?
- [b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? Did the resumes provide evidence that the Management and Case Managers meet the minimum prior experience requirements in section 2.08? Does the Offeror's proposal include a cross reference to the requirement it is satisfying? Include the start and end dates, including month and year, in which the minimum requirements were satisfied.
- [c] How extensive is the applicable education and experience of the personnel designated to work on the project?
- [d] Is there a sufficient number of qualified CM/UR staff as defined in the RFP that are meeting the organization's training and experience requirements to assure access to case management services, depending on the number of recipients the Offer chooses to serve.
- [e] Are the Case Managers "qualified" through a combination of education and/or experience to provide responsive, client centered services (examples of "qualified" case managers could be nurses, physician's assistants, advanced nurse practitioners, social workers, paramedics, behavioral health specialists)

Questions regarding the firm:

- [f] How well has the firm demonstrated experience in completing similar projects on time and within budget?
- [g] How successful is the general history of the firm regarding timely and successful completion of projects?
- [h] Has the firm provided letters of reference from previous clients?
- [i] If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the Offeror?
- [j] Has the firm demonstrated evidence of successful internal quality assurance activities?

- [k] Has the firm assured case managers are “qualified” through a combination of education and/or experience to provide responsive, client centered services?
- [l] Has the firm included a description of the ongoing methods they will use to ensure and attest that any person providing services under this contract, including subcontractors, are not excluded from participation in federal programs as specified in 42 U.S.C. 1320a-7 (2009)?

6.05 Contract Cost (40 Percent)

Overall, **40%** of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.15.

6.06 Alaska Offeror Preference (10 Percent)

If an Offeror qualifies for the Alaska Bidder Preference, the Offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan Offeror.

SECTION EIGHT ATTACHMENTS

7.01 Attachments

Included in this RFP document

1. Offeror's Checklist
2. Cost Proposal
3. Proposal Evaluation Form
4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Attached Separately

5. Standard Agreement Form
 - a. Appendix A
 - b. Appendix B1 or B2
 - c. Appendix C
 - d. Appendix D
6. Appendix E - HIPAA Business Associate Agreement
7. Notice of Intent to Award

OFFEROR'S CHECKLIST

IMPORTANT NOTE TO OFFERORS: This checklist is provided to assist Offerors and the Procurement Officer in addressing and/or locating specific requirements identified in the RFP for the Offeror's proposal. **Offerors are to complete and return this form.** Completion of this form does not guarantee a declaration of responsiveness.

Offeror: _____

1. Per section 2.12, evidence that the Offeror holds a valid Alaska business license.

Evidence is provided on page # _____.

2. Per section 1.16, provide a Statement regarding Offeror's Certification.

Evidence is provided on page # _____.

3. Per section 1.17, provide a Conflict of Interest Statement.

Evidence is provided on page # _____.

4. Per section 2.08, evidence that the Offeror meets the minimum prior experience requirements.

- Provide in writing the offer has a minimum of three (3) years successful experience providing case management services for an active caseload using current case management standards,

Evidence is provided on page # _____.

- Provide the name of the person assign and assure one (1) full time equivalent CM/UR direct supervisor to this project,

Evidence is provided on page # _____.

- Provide a certificate showing the CM/UR direct supervisor is a licensed professional who is:

- appropriate for the type of CM/UR services the Contractor proposes to provide and

- has experience managing the medical complexities of the population

Evidence is provided on page # _____.

- Provide in writing the CM/UR direct supervisor has a minimum of three (3) years health care supervisory experience,

Evidence is provided on page # _____.

5. Per section 1.16, proposal has been **signed** by an individual authorized to bind the Offeror to the provisions of the RFP.

Evidence is provided on page # _____.

6. Per section 1.24, Offeror has signed and returned the *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions* form.

Evidence is provided on page # _____.

7. Per section 7.01, how comprehensive is the narrative and how well has the Offeror demonstrated a thorough understanding of the purpose, scope and requirements of the project?

Evidence to provide on Page # _____.

8. Per section 7.01, how well does Offeror understand and describe their capacity for behavioral health integration?

Evidence to provide on Page # _____.

9. Per section 7.01, does Offeror propose a quality improvement process with a focus on continuous patient-centered experience and patient-centered health care values?

Evidence to provide on Page # _____.

10. Per section 7.01, how well has the Offeror identified pertinent issues and potential problems related to the project?

Evidence to provide on Page # _____.

11. Per section 7.01, to what degree has the Offeror demonstrated an understanding of the deliverables the State expects it to provide?

Evidence to provide on Page # _____.

12. Per section 7.01, has the Offeror provided evidence of recent quality improvement activities? Are previous QA lessons learned applied to this project?

Evidence to provide on Page # _____.

13. Per section 7.02, how comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

Evidence to provide on Page # _____.

14. Per section 7.02, how well does the methodology match and achieve the objectives set out in the RFP?
Evidence to provide on Page # _____.
15. Per section 7.02, does the methodology interface with the time schedule in the RFP?
Evidence to provide on Page # _____.
16. Per section 7.03, how well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
Evidence to provide on Page # _____.
17. Per section 7.03, how well is accountability completely and clearly defined?
Evidence to provide on Page # _____.
18. Per section 7.03, is the organization of the project team clear?
Evidence to provide on Page # _____.
19. Per section 7.03, how well does the management plan illustrate the lines of authority and communication?
Evidence to provide on Page # _____.
20. Per section 7.03, to what extent does the Offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
Evidence to provide on Page # _____.
21. Per section 7.03, does it appear that the Offeror can meet the schedule set out in the RFP?
Evidence to provide on Page # _____.
22. Per section 7.03, has the Offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
Evidence to provide on Page # _____.
23. Per section 7.03, to what degree is the proposal practical and feasible?
Evidence to provide on Page # _____.
24. Per section 7.03, to what extent has the Offeror identified potential problems?
Evidence to provide on Page # _____.
25. Per section 7.03, does the project proposal provide an opportunity for project growth and sustainability?
Evidence to provide on Page # _____.
- 26.
27. Per section 7.04, do the individuals assigned to the project have experience on similar projects?

Evidence to provide on Page # _____.

28. Per section 7.04, are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? In order for offers to be considered responsive Contractors must provide evidence that the Management and Case Managers meet the minimum prior experience requirements. Evidence of meeting prior experience requirements must be shown in the experience section of the Offeror's proposal and include a cross reference to the requirement it is satisfying. Include the start and end dates, including month and year, in which the minimum requirements were satisfied.

Evidence to provide on Page # _____.

29. Per section 7.04, how extensive is the applicable education and experience of the personnel designated to work on the project?

Evidence to provide on Page # _____.

30. Per section 7.04, how well has the firm demonstrated experience in completing similar projects on time and within budget?

Evidence to provide on Page # _____.

31. Per section 7.04, how successful is the general history of the firm regarding timely and successful completion of projects?

Evidence to provide on Page # _____.

32. Per section 7.04, has the firm provided letters of reference from previous clients?

Evidence to provide on Page # _____.

33. Per section 7.04, if a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the Offeror?

Evidence to provide on Page # _____.

COST PROPOSAL

Note: The Offeror must provide a comprehensive and detailed narrative that describes its proposed methodologies and costs for meeting all requirements of, and providing all services described in, Section 5, Scope of Work.

The purpose of the cost formula is to provide a mechanism for Offerors to submit costs per hour in a manner that DHSS can evaluate and score. The hours indicated below do not necessarily represent the actual hours the successful Contractor will perform.

Hourly Consultant Rate (\$ _____) x 100 hrs = \$ _____

This page must be completed and submitted with all offers and received by the State at the time and date set for receipt of proposals.

PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

RFP Number _____

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000

7.01 Understanding of the Project—10 Percent

Maximum Point Value for this Section - 100 Points
1000 Points x 10 Percent = 100 Points

Proposals will be evaluated against the questions set out below.

[a] How comprehensive is the narrative and how well has the Offeror demonstrated a thorough understanding of the purpose, scope and requirements of the project?

EVALUATOR'S NOTES _____

[b] How well does Offeror understand and describe their capacity for behavioral health integration?

EVALUATOR'S NOTES _____

[c] Does Offeror propose a quality improvement process with a focus on continuous patient-centered experience and patient-centered health care values?

EVALUATOR'S NOTES _____

[d] How well has the Offeror identified pertinent issues and potential problems related to the project?

EVALUATOR'S NOTES _____

[e] To what degree has the Offeror demonstrated an understanding of the deliverables the State expects it to provide?

EVALUATOR'S NOTES _____

[f] Has the Offeror provided evidence of recent quality improvement activities? Are previous QA lessons learned applied to this project?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.01 _____

7.02 Methodology Used for the Project—15 Percent

Maximum Point Value for this Section - 150 Points
1000 Points x 15 Percent = 150 Points

Proposals will be evaluated against the questions set out below.

[a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

EVALUATOR'S NOTES _____

[b] How well does the methodology match and achieve the objectives set out in the RFP?

EVALUATOR'S NOTES _____

[c] Does the methodology interface with the time schedule in the proposal?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.02 _____

7.03 Management Plan for the Project—10 Percent

Maximum Point Value for this Section - 100 Points
1000 Points x 10 Percent = 100 Points

Proposals will be evaluated against the questions set out below.

[a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

EVALUATOR'S NOTES _____

[b] How well is accountability completely and clearly defined?

EVALUATOR'S NOTES _____

[c] Is the organization of the project team clear?

EVALUATOR'S NOTES _____

[d] How well does the management plan illustrate the lines of authority and communication?

EVALUATOR'S NOTES _____

[e] To what extent does the Offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

EVALUATOR'S NOTES _____

[f] Does it appear that Offeror can meet the schedule set out in the RFP?

EVALUATOR'S NOTES _____

[g] Has the Contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

EVALUATOR'S NOTES _____

[h] To what degree is the proposal practical and feasible?

EVALUATOR'S NOTES _____

[i] To what extent has the Offeror identified potential problems?

EVALUATOR'S NOTES _____

[j] Does the project proposal provide an opportunity for project growth and sustainability?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.03 _____

7.04 Experience and Qualifications—15 Percent

Maximum Point Value for this Section - 150 Points
1000 Points x 15 Percent = 150 Points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

[a] Do the individuals assigned to the project have experience on similar projects?

EVALUATOR'S NOTES _____

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

EVALUATOR'S NOTES _____

[c] How extensive is the applicable education and experience of the personnel designated to work on the project?

EVALUATOR'S NOTES _____

[d] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? Did the resumes provide evidence that the Management and Case Managers meet the minimum prior experience requirements in section 2.08? Does the Offeror's proposal include a cross reference to the requirement it is satisfying? Include the start and end dates, including month and year, in which the minimum requirements were satisfied.

EVALUATOR'S NOTES _____

[e] Is there a sufficient number of qualified CM/UR staff as defined in the RFP that are meeting the organization's training and experience requirements to assure access to case management services, depending on the number of recipients the Offer chooses to serve.

EVALUATOR'S NOTES _____

[f] Are the Case Managers "qualified" through a combination of education and/or experience to provide responsive, client centered services (examples of "qualified" case managers could be nurses, physician's assistants, advanced nurse practitioners, social workers, paramedics, behavioral health specialists).

EVALUATOR'S NOTES _____

Questions regarding the firm.

[g] Has the firm demonstrated evidence of successful internal quality assurance activities?

EVALUATOR'S NOTES _____

[h] Has the firm assured case managers are "qualified" through a combination of education and/or experience to provide responsive, client centered services?

EVALUATOR'S NOTES _____

[i] Has the firm included a description of the ongoing methods they will use to ensure and attest that any person providing services under this contract, including subcontractors, are not excluded from participation in federal programs as specified in 42 U.S.C. 1320a-7 (2009)?

EVALUATOR'S NOTES _____

[j] Has the firm demonstrated experience in completing similar projects on time and within budget?

EVALUATOR'S NOTES _____

[k] How successful is the general history of the firm regarding timely and successful completion of projects?

EVALUATOR'S NOTES _____

[l] Has the firm provided letters of reference from previous clients?

EVALUATOR'S NOTES _____

[m] If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the Offeror?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.04 _____

7.05 Contract Cost — 40 Percent

Maximum Point Value for this Section - 400 Points
1000 Points x 40 Percent = 400 Points

Overall, 40 percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.15.

EVALUATOR'S POINT TOTAL FOR 7.05 _____

7.06 Alaska Offeror Preference — 10 Percent

Alaska bidders receive a 10 percent overall evaluation point preference.
Point Value for Alaska bidders in this section -- 100 Points
1000 Points x 10 Percent = 100 Points

If an Offeror qualifies for the Alaska Bidder Preference, the Offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan Offeror.

EVALUATOR'S POINT TOTAL FOR 7.06 (either 0 or 100) _____

EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.