

STATE OF HAWAII

**DEPARTMENT OF HUMAN SERVICES
MED-QUEST DIVISION
KAPOLEI, HAWAII**

**Legal Ad Date: January 16, 2008
REQUEST FOR PROPOSALS**

No. RFP-MQD-2008-012

Competitive Sealed Proposals:

**QUEST Expanded Access (QExA) Enrollment Counselor for Medicaid
Eligible Individuals Who Are Aged, Blind, or Disabled**

**will be received up to 4:30 p.m. Hawaii Standard Time (HST)
on February 19, 2008
in the Department of Human Services
Med-QUEST Division (MQD)
1001 Kamokila Boulevard, Room 317
Kapolei, Hawaii 96707**

Note: If this RFP was downloaded from the State Procurement Office RFP Website each applicant must provide contact information to the RFP contact person for this RFP to be notified of any changes. For your convenience, an [RFP Interest form](#) may be downloaded to your computer, completed and e-mailed or mailed to the RFP contact person. The State shall not be responsible for any missing addenda, attachments or other information regarding the RFP if a proposal is submitted from an incomplete RFP.

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SECTION 10 ADMINISTRATIVE OVERVIEW

10.100 Purpose of the Request for Proposals

This Request for Proposals (RFP) solicits participation by qualified entities to assist the State's Medicaid aged, blind, or disabled (ABD) members to select a managed care organization (MCO) in the new QUEST Expanded Access (QExA) program and to increase awareness among potential QExA members about the new managed care service delivery system. Services to be provided under the contract awarded shall commence on the Contract Effective Date identified in Section 20.100.

Applicants are advised that the entire RFP, any addenda and the corresponding proposal shall be part of the contract with the successful applicants.

The Department of Human Services (the DHS) reserves the right to modify, amend, change, add or delete any requirements in this RFP and the documentation library to serve the best interest of the State. If significant amendments are made to the RFP, the applicants will be provided additional time to submit their proposals.

10.200 Authority for Issuance of RFP

This RFP is issued under the authority of Title XIX of the Social Security Act, 42 USC Section 1396 *et seq.*, as amended, the implementing regulations issued under the authority thereof, Hawaii Revised Statutes (HRS) chapter 346-14, and the provisions of HRS Title 9, Chapter 103F. All applicants are charged with presumptive knowledge of all requirements cited by these authorities, and submission of a valid executed proposal by any applicant shall constitute admission of such knowledge on the part of such applicant. Failure to comply with any requirement may result in the rejection of the proposal. The DHS reserves the right to reject any or all proposals received or to cancel this RFP, according to the best interest of the State.

10.300 Issuing Officer

This RFP is issued by the State of Hawaii, the DHS. The Issuing Officer is within the DHS and is the sole point of contact from the date of release of this RFP until the selection of a successful applicant. The Issuing Officer is:

Ms. Lois Lee
Acting Med-QUEST Division Administrator
Department of Human Services/Med-QUEST Division
601 Kamokila Boulevard, Suite 518
Kapolei, HI 96707
Telephone: (808) 692-8050

10.400 Use of Subcontractors

In the event of a proposal submitted jointly or by multiple organizations, one (1) organization shall be designated as the prime applicant and shall have responsibility for not less than forty percent (40%) of the work to be performed. The project leader shall be an employee of the prime applicant. All other subcontractor-participants shall be designated as such. Subcontractors shall be identified by name and by a description of the services/functions they will be performing. The prime applicant shall be wholly responsible for the entire performance whether or not subcontractors are used. The prime applicant shall sign the contract with the DHS.

10.500 Organization of the RFP

This RFP is composed of 10 sections plus appendices:

- Section 10 – Administrative Overview – Provides general information on the purpose of the RFP, the authorities relating to the issuance of the RFP, the use of subcontractors and the organization of the RFP.

- Section 20 – RFP Schedule and Requirements – Provides information on the rules and schedules for procurement.
- Section 30 – Background and the DHS Responsibilities – Describes the QExA program, describes the role of the DHS, and provides definitions.
- Section 40 – Community Education and Outreach – Provides information on the Contractor’s role to raise awareness among stakeholders and potential enrollees about the QExA managed care program and related transition.
- Section 50 – Enrollment Counseling – Provides information on the Contractor’s role in educating individual enrollees and potential enrollees about the QExA health plan choices and the transition to the QExA managed care program.
- Section 60 – Implementation and Administration – Provides information on the Contractor’s deliverables, reporting, and performance standards.
- Section 70 – Terms and Conditions – Describes the terms and conditions under which the work will be performed.
- Section 80 – Technical Proposal – Defines the required format of the technical proposal and the minimum information to be provided in the proposal.
- Section 90 – Business Proposal – Defines the required format of the business proposal and the minimum information to be provided in the proposal.
- Section 100 – Evaluation and Selection – Defines the evaluation criteria and explains the evaluation process.

Various appendices are included to support the information presented in Sections 10 through 100.

SECTION 20

RFP SCHEDULE AND REQUIREMENTS

20.100 RFP Timeline

The delivery schedule set forth herein represents the best estimate by the DHS of the schedule that will be followed. If a component of this schedule, such as Proposal Due Date, is delayed, the rest of the schedule will likely be shifted by the same number of days. The proposed schedule is as follows:

Issue RFP	January 16, 2008
Orientation	January 23, 2008
Submission of Written Questions	January 28, 2008
Written Responses to Questions	February 5, 2008
Notice of Intent to Propose	February 8, 2008
Proposal Due Date	February 19, 2008
Contract Award	March 14, 2008
Contract Effective Date	March 28, 2008

20.200 Orientation

The Orientation for applicants in reference to this RFP will be held on January 23, 2008 at 1:00 p.m. (HST) in Room 577A in the Kakuhihewa Building, 601 Kamokila Boulevard, Kapolei, Hawaii. Teleconference services will be available. Applicants interested in participating via teleconference must send an e-mail requesting that the call-in number be e-mailed to them. The applicant must send this e-mail to geccrfp@medicaid.dhs.state.hi.us no later than 12:00 noon (HST) on the day prior to the Orientation.

Impromptu questions will be permitted at the orientation and spontaneous answers provided at the State purchasing agency's discretion. However, answers provided at the orientation are only intended as general direction and may not represent the State purchasing agency's position. Formal official responses will be provided in writing. To ensure a written response, any oral questions should be submitted in writing following the close of the orientation, but

no later than the deadline for Submission of Written Questions indicated in Section 20.300, Written Questions.

20.300 Submission of Written Questions

Applicants shall submit questions in writing via e-mail or on diskette in Microsoft Word 2003 format or lower to the following mailing address or e-mail address:

Ms. Lois Lee
C/O Ms. Dona Jean Watanabe
Med-QUEST Division (MQD) - Finance Office
Department of Human Services
1001 Kamokila Boulevard, Suite 317
Kapolei, Hawaii 96707-2005
Email Address: geccrfp@medicaid.dhs.state.hi.us

The written questions shall be submitted in the format provided in Appendix B. Applicants must submit written questions on both the technical and business proposal by 4:30 p.m. (H.S.T) on January 28, 2008. The DHS shall respond to the written questions no later than February 5, 2008. No verbal responses shall be considered as official.

20.400 Notice of Intent to Propose

Applicants shall submit a Notice of Intent to Propose (Appendix I to this to RFP) to the Issuing Officer no later than 4:30 p.m. (HST), February 8, 2008. Submission of a Notice of Intent to Propose is not a prerequisite for the submission of a proposal, but it is necessary that the Issuing Officer receive the letter by this deadline to assure proper distribution of amendments, questions and answers and other communication regarding this RFP.

The Notice of Intent can be mailed, e-mailed or faxed to:

Ms. Lois Lee
C/O Ms. Dona Jean Watanabe
Med-QUEST Division-Finance Office
1001 Kamokila Boulevard, Suite 317
Kapolei, Hawaii 96707-2005
Fax Number: (808) 692-7989
Email Address: geccrfp@medicaid.dhs.state.hi.us

20.500 Tax Clearance

A certified copy of a current valid tax clearance certificate issued by the State of Hawaii, Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) will be required upon notice of award.

Tax clearance certificates are valid for a six (6)-month period (not one hundred eighty (180) days) beginning on the later dated DOTAX or IRS approval stamp.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX Tax Clearance Application Form A-6 (rev. 2006) which is available at the DOTAX and IRS office in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): <http://www.state.hi.us/tax/tax.html>

DOTAX forms by mail: (808) 587-7572 or 1-800-222-7572

DOTAX forms by fax: (on Oahu) (808) 587-7272
(outside Oahu) (808) 678-0522

The applicant is also required to submit an original current tax clearance certificate for final payment on the contract.

20.600 Certificate of Good Standing

The applicant receiving a contract shall be required to obtain a Certificate of Good Standing from the Department of Commerce and Consumer Affairs (DCCA) Business Registration Division (BREG). The applicant awarded a contract shall submit the Certificate of Good Standing to the DHS with its signed contract.

A business entity referred to as a “Hawaii business” is registered and incorporated or organized under the laws of the State of Hawaii. The applicant awarded a contract shall submit a “Certificate of Good Standing” issued by the DCCA, BREG. The DCCA website (COGS) is <http://hbe.ehawaii.gov/cogs/search.html>.

A business entity referred to as a “compliant non-Hawaii business” is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State. The applicant awarded a contract shall submit a “Certificate of Good Standing” which may be obtained from www.BusinessRegistrations.com. To register or to obtain a “Certificate of Good Standing” by phone, call (808) 586-2727 (M-F 7:45 to 4:30 p.m. (HST)). The “Certificate of Good Standing” is valid for six (6) months from date of issue and must be valid on the date it is received by the purchasing agency. There are costs associated with registering and obtaining a “Certificate of Good Standing” from the DCCA; these costs are the responsibility of the applicant.

20.700 Documentation

Applicants may review information at the Request for Proposals Documentation link on the Med-QUEST Division website at www.med-quest.us. If the applicant needs to review hard copies of materials in this online documentation library, then the Applicant should contact the Med-QUEST Division, Health Coverage Management Branch secretary by telephone at (808) 692-8085 between 9:00 a.m. (HST) and 3:00 p.m. (HST) for an appointment. The documentation library

contains materials designed to provide additional program and supplemental information and shall have no effect on the requirements stated in this RFP; the documentation library includes but is not limited to the following:

- QExA RFP Summary;
- QExA RFP including all Appendices, Amendments and Posted Questions and Answers;
- DHS and MQD Organizational charts and functional statements;
- QUEST Policy Memorandum Manual; and
- Other pertinent data.

An applicant that requests copies of documentation after visiting the documentation library shall be provided the documents at cost. Packaging and shipping of documentation shall be the responsibility of the applicant.

All reasonable efforts shall be made to ensure that the information contained in the documentation library is complete and current. However, the DHS does not warrant that the information in the documentation library is complete or correct and reserves the right to amend, delete and modify the information at any time without notice to the applicants.

20.800 Rules of Procurement

To facilitate the procurement process, various rules have been established as described in the following subsections. This procurement is subject to HRS chapter 103F and Hawaii Administrative Rules (HAR), Title 3, Subtitle 11 (chapters 3-140, *et seq.*) (hereinafter “the procurement rules”). If the terms of this RFP conflict with the procurement rules, then the procurement rules then in effect will apply.

20.810 No Contingent Fees

No applicant shall employ any company or person, other than a bona fide employee working solely for the applicant or company regularly employed as its

marketing agent, to solicit or secure this contract, nor shall it pay or agree to pay any company or person, other than a bona fide employee working solely for the applicant or a company regularly employed by the applicant as its marketing agent, any fee commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award of a contract to perform the specifications of this RFP.

20.820 Discussions with Applicants

A. Prior to Submittal Deadline:

Discussions may be conducted with potential offerors to promote understanding of the purchasing agency's requirements.

B. After Proposal Submittal Deadline:

Discussions may be conducted with offerors whose proposals are determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions, in accordance with §3-143-403, Hawaii Administrative Rules.

20.830 RFP Amendments

The State reserves the right to amend this RFP at any time prior to the closing date for the submission of proposals.

20.840 Costs of Preparing Proposal

Any costs incurred by the applicants for the development and submittal of a proposal in response to this RFP are solely the responsibility of the applicants, whether or not any award results from this solicitation. The State of Hawaii shall provide no reimbursement for such costs.

20.850 Provider Participation in Planning

Provider participation in a State purchasing agency's efforts to plan for or to purchase health and human services prior to the State purchasing agency's

release of a RFP, including the sharing of information on community needs, best practices, and providers' resources, shall not disqualify providers from submitting proposals if conducted in accordance with HAR § 3-142-202 and 3-142-203, for Chapter 103F, HRS.

20.860 Disposition of Proposals

All proposals become the property of the State of Hawaii. The successful proposal shall be incorporated into the contract and shall be public record. The State of Hawaii shall have the right to use all ideas, or adaptations to those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal shall not affect this right. Written requests for an explanation of rejection shall be responded to in writing within five (5) business days of receipt.

Applicants who submit technical proposals that fail to meet mandatory requirements or fail to meet all threshold requirements during the technical evaluation phase may retrieve their proposal within thirty (30) days after its rejection from the purchasing agency. After thirty (30) days, the purchasing agency may discard the rejected proposal.

20.870 Rules for Withdrawal or Revision of Proposals

A proposal may be withdrawn or revised at any time prior to, but not after, the Proposal Due Date of February 19, 2008, provided that a request in writing executed by an applicant or its duly authorized representative for the withdrawal or revision of such proposal is filed with the DHS before the deadline for receipt of proposals. The withdrawal of a proposal shall not prejudice the right of an applicant to submit a new proposal.

After the Proposal Due Date, all proposals timely received shall be deemed to be firm offers that are binding on the applicants for ninety (90) days. During this period, applicants may neither modify nor withdraw their proposals without written authorization or invitation from the DHS.

20.880 Independent Price Determination

State law requires that a bid shall not be considered for award if the price in the bid was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other applicant or with any competitor.

The applicant shall include a certified statement in the proposal certifying that the bid was arrived at without any conflict of interest, as described above. Should a conflict of interest be detected at any time during the term of the contract, the contract shall be null and void and the applicant shall assume all costs of this project until such time that a new applicant is selected.

20.900 Confidentiality of Information

The DHS will maintain the confidentiality of proposals only to the extent allowed or required by law, including but not limited to HRS § 92F-13, and HAR §§ 3-143-604 and 3-143-616. If the applicant seeks to maintain the confidentiality of sections of the proposal, each page of the section(s) should be marked as “proprietary” or “confidential.” An explanation to the DHS of how substantial competitive harm would occur if the information were released is required. If the explanation is sufficient, then to the extent permitted by the exemptions in HRS § 92F-13 the affected section may be deemed confidential. Such information shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal. **Note that price is not considered confidential and will not be withheld.** Blanket labeling of the entire document as “proprietary” or “confidential” will result in none of the document being considered proprietary or confidential.

21.100 Acceptance of Proposals

The DHS reserves the right to reject any or all proposals received or to cancel this RFP according to the best interest of the State.

The DHS also reserves the right to waive minor irregularities in proposals providing such action is in the best interest of the State. Where the DHS may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse an applicant from full compliance with the RFP specifications and other contract requirements if the applicant is awarded the contract.

The DHS also reserves the right to consider as acceptable only those proposals submitted in accordance with all technical requirements set forth in this RFP and which demonstrate an understanding of the requirements. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

21.200 Submission of Proposals

Each qualified applicant shall submit only one (1) proposal. More than one (1) proposal shall not be accepted from any applicant. The Proposal Application Identification Form (Form SPO-H-200) shall be completed and submitted with the proposal (Appendix A).

The technical proposal shall be submitted in a separate envelope or box from the business proposal. The applicant shall supply six (6) bound and copies and one (1) unbound copy of the technical proposal as well as a complete electronic version, in Microsoft Word 2003 or lower, of the technical proposal on a CD in an envelope or box containing no other materials. In a separate envelope or box, the applicant shall supply three (3) bound copies and one (1) unbound copy of the business proposal and a complete electronic version, in Microsoft Excel (version 2003 or lower) of the business proposal on a CD. Specifically, the

applicant shall submit Appendix F as Microsoft Excel file. Both the technical and business proposals shall be received by the Issuing Officer no later than the Proposal Due Date February 19, 2008, or postmarked by the United States Postal Service (USPS) no later than the date identified in Section 20.100. All mail-ins postmarked by USPS after the Proposal Due Date will be rejected. Hand deliveries will not be accepted after 4:30 p.m. (HST) on the Proposal Due Date. Deliveries by private mail services such as FEDEX shall be considered hand deliveries and will not be accepted if received after 4:30 p.m. (HST) on the Proposal Due Date. Proposals shall be mailed or delivered to:

Attn: Ms. Lois Lee
C/O Ms. Dona Jean Watanabe
Department of Human Services
Med-QUEST Division/Finance Office
1001 Kamokila Boulevard, Suite 317
Kapolei, Hawaii 96707

The outside cover of the package containing the technical proposal shall be marked:

Hawaii DHS/RFP-MQD-2008-012
QUEST Expanded Access (QExA) Enrollment Counselor for Medicaid Eligible
Individuals Who Are Aged, Blind or Disabled
Technical Proposal
(Name of Applicant)

The outside cover of the package containing the business proposal shall be marked:

Hawaii DHS/RFP-MQD-2008-012
QUEST Expanded Access (QExA) Enrollment Counselor for Medicaid Individuals
Who Are Aged, Blind or Disabled
Business Proposal
(Name of Applicant)

Applicants are solely responsible for ensuring receipt of the proposals and amendments by the appropriate the DHS office by the required deadlines.

Any amendments to proposals shall be submitted in a manner consistent with this section.

21.300 Disqualification of Applicants

An applicant shall be disqualified and the proposal automatically rejected for any one or more of the following reasons:

- Proof of collusion among applicants, in which case all bids involved in the collusive action shall be rejected and any participant to such collusion shall be barred from future bidding until reinstated as a qualified applicant;
- An applicant's lack of responsibility and cooperation as shown by past work or services;
- An applicant's being in arrears on existing contracts with the State or having defaulted on previous contracts;
- An applicant shows any noncompliance with applicable laws;
- An applicant's delivery of proposal after the proposal due date;

- An applicant's failure to pay, or satisfactorily settle, all bills overdue for labor and material on former contracts with the State at the time of issuance of this RFP;
- An applicant's lack of financial stability and viability; or
- An applicant's consistently substandard performance related to meeting the MQD requirements from previous contracts.

21.400 Irregular Proposals

Proposals shall be considered irregular and rejected for the following reasons including, but not limited to, the following:

- The transmittal letter is unsigned by an applicant or does not include notarized evidence of authority of the officer submitting the proposal to submit such proposal;
- The proposal shows any non-compliance with applicable law or contains any unauthorized additions or deletions, conditional bids, incomplete bids, or irregularities of any kind, which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning; or
- An applicant adds any provisions reserving the right to accept or reject an award, or enters into a contract pursuant to an award, or adds provisions contrary to those in the solicitation.

21.500 Rejection of Proposals

The State reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the issues involved and comply with the scope of service. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any or more of the following reasons:

1. Rejection for failure to cooperate or deal in good faith (HAR § 3-141-201);
2. Rejection for inadequate accounting system (HAR § 3-141-202);

3. Late Proposals (HAR § 3-143-603);
4. Unauthorized Multiple/Alternate Proposals (HAR § 3-143-605);
5. Inadequate response to RFP (HAR § 3-143-609);
6. Proposal not responsive (HAR § 3-143-610(a)(1)); or
7. Applicant not responsible (HAR § 3-143-610(a)(2)).

21.600 Cancellation of RFP

The RFP may be canceled and any or all proposals may be rejected in whole or in part when it is determined to be in the best interest of the State.

21.700 Opening of Proposals

Proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped and, when possible, time-stamped upon receipt by the DHS. All documents so received shall be held in a secure place by the State purchasing agency and not examined for evaluation purposes until the Proposal Due Date.

Procurement files shall be open for public inspection after a contract has been awarded and executed by all parties.

21.800 Additional Materials and Documentation

Upon request from the State purchasing agency, each applicant shall submit any additional materials and documentation reasonably required by the State purchasing agency in its evaluation of the proposal.

22.100 Final Revised Proposal

If requested, final revised proposals shall be submitted in the manner, and by the date and time specified by the state purchasing agency. If a final revised proposal is not submitted, the previous submittal shall be construed as the offerors best and final offer/proposal. After final revised proposals are received, final evaluations will be conducted for an award.

21.900 Notice of Award

A statement of findings and decision shall be provided to all applicants by mail upon completion of the evaluation of competitive purchase of service proposals.

Any contract arising out of this solicitation is subject to the approval of the Department of Attorney General as to form, and to all further approvals, including the approval of the Governor as required by statute, regulation, rule, order, or other directive.

No work is to be undertaken by the awardee prior to the contract commencement date. The State of Hawaii is not liable for any costs incurred prior to the official starting date.

22.100 Protests

Applicants may file a Notice of Protest against the awarding of the contract. The Notice of Protest form, SPO-H-801, is available on the State Procurement Office (SPO) website <http://www4.hawaii.gov/spoh/>. Only the following may be protested:

1. A State purchasing agency's failure to follow procedures established by HRS Chapter 103F;
2. A State purchasing agency's failure to follow any rule established by HRS Chapter 103F; and
3. A State purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a RFP issued by the state-purchasing agency.

The Notice of Protest shall be postmarked by the USPS or hand delivered to (1) the head of the State purchasing agency conducting the protested procurement and (2) the procurement officer who is conducting the procurement (as indicated below) within five (5) business days of the postmark of the Notice of Findings and Decisions sent to the protestor. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of the actual receipt by the DHS.

Head of State purchasing agency	Chief Procurement Officer for the DHS
<p>Lillian B. Koller, Esq. Director, Department of Human Services, State of Hawaii</p> <p><u>Mailing Address:</u> P.O. Box 339 Honolulu, Hawaii 96809-0339</p> <p><u>Business Address:</u> 1390 Miller St. Honolulu, Hawaii 96813</p>	<p>Lois Lee Acting Administrator, Med-QUEST Division, Department of Human Services, State of Hawaii</p> <p><u>Mailing Address:</u> P.O Box 700190 Kapolei, Hawaii 96709-0190</p> <p><u>Business Address:</u> 1001 Kamokila Boulevard, Suite 317 Kapolei, Hawaii 96707</p>

SECTION 30 BACKGROUND AND CONTEXT FOR ENROLLMENT COUNSELING

30.100 Background

This section describes the new QUEST Expanded Access (QExA) managed care delivery system for the age, blind, and disabled Medicaid members. In addition, this section outlines the State's responsibilities both to operate the QExA program and to assist the Contractor's enrollment counseling activities. The State is providing this information in this section in order to contextualize the Contractor's scope of work, which is detailed in Sections 40 and 50. Thus, the detailed information in this section is mainly for background and reference purposes. Applicants can find additional information about the DHS and the Department's programs at <http://www.hawaii.gov/DHS/>.

In addition, the section includes a glossary of terms and acronyms that appear in the Contract. Unless otherwise specified in a particular Contract provisions, the applicant shall rely on these definitions to interpret all terms in this Contract.

30.110 Purpose

Through a separate, related procurement (i.e., RFP-MQD-2008-006), the State of Hawaii seeks to contract with health plans to provide service coordination, outreach, improved access, and enhanced quality healthcare services to aged, blind or disabled (ABD) Medicaid enrollees. This new, mandatory managed care program is known as the QUEST Expanded Access (QExA) program. The goals of the QExA program are to:

- Improve the health status of the enrollee population;
- Establish a "provider home" for enrollees through the use of assigned primary care providers (PCPs);
- Establish contractual accountability among the State, the health plans and healthcare providers;
- Expand and strengthen a sense of enrollee responsibility and promote independence and choice among enrollees;

- Assure access to high quality, cost-effective care that is provided, whenever possible, in an enrollee's home and/or community;
- Coordinate care for enrollees across the benefit continuum, including primary, acute and long-term care benefits;
- Provide home and community based services (HCBS) to persons with neurotrauma;
- Develop a program that is fiscally predictable, stable and sustainable over time; and
- Develop a program that places maximum emphasis on the efficacy of services and offers health plans both incentives for quality and sanctions for failure to meet measurable performance goals.

Through the procurement described in the present RFP, RFP-MQD-2008-012, the State of Hawaii seeks to contract with a vendor to provide enrollment counseling services to members of the Medicaid ABD population, who will transition from the existing fee-for-service delivery system to the QExA managed care program. The QExA enrollment counselor Contractor (Contractor) shall:

- Develop and distribute educational materials and enrollee correspondence materials;
- Conduct training and outreach activities to educate community stakeholders and providers;
- Assist potential enrollees in understanding the QExA managed care delivery system;
- Record plan selection choices from enrollees and potential enrollees; and
- Refer exemption and disenrollment requests, and certain complaints, to the DHS for resolution.

30.120 Description of Program Population

QExA is a mandatory managed care program that provides for a comprehensive package of medical, dental, long-term care, and behavioral health benefits to the

following individuals if they meet the Medicaid financial and non-financial eligibility requirements:

- ABD individuals living in the community;
- ABD individuals residing in long-term care institutions (e.g., nursing facilities or long-term care hospitals);
- ABD individuals enrolled in A Home and Community Based Services (HCBS) § 1915(c) waiver programs; and
- Other relatively small, specialized populations.

The table below provides additional information about the numbers of QExA eligible individuals who must enroll in the QExA mandatory managed care program.

	0-21 years of age		22 to 64 years of age		65+ years of age		Total	
	<i>Dual Eligibles*</i>	<i>Total</i>	<i>Dual Eligibles</i>	<i>Total</i>	<i>Dual Eligibles</i>	<i>Total</i>	<i>Dual Eligibles</i>	<i>Total</i>
Hawaii	4	599	1,314	3,536	2,197	2,268	3,515	6,403
Kauai	1	157	322	779	799	828	1,122	1,764
Lanai	-	5	6	16	40	41	46	62
Maui	5	223	597	1,297	1,085	1,128	1,687	2,648
Molokai	1	35	54	140	99	103	154	278
Oahu	11	1,507	4,690	10,935	12,770	13,654	17,471	26,096
Total	22	2,526	6,983	16,703	16,990	18,022	23,995	37,251

* Persons eligible for and enrolled in both the Medicare program and the Medicaid program.

Additional detail about the eligibility groups in the QExA program is available in Section 30.300 of the QExA RFP (No. RFP-MQD-2008-006), which is available for review as described in Section 20.700 of this RFP.

30.200 Overview of the Health Plan Enrollment Process

30.210 Health Plan Enrollment Overview

30.210.1 *General Approach.*

After an individual is determined eligible for the QExA program, the enrollment process will begin. Within ten (10) days of the individual being determined eligible, the DHS will send a New Enrollment Package, which will contain the toll-free telephone number for the Contractor. The Contractor shall perform the activities described in this Contract in order to provide information and assistance to individuals in selecting a health plan.

30.210.2 *Effective Date.*

Enrollment into the health plan will generally be effective on the day the DHS determines eligibility as described in Section 30.320. Specific exceptions apply, including:

- Transition period enrollment for existing enrollees as described in Section 30.210.5;
- Newborn enrollment shall be as described in Section 30.210.6; and
- Changes made during the Open Enrollment period as described in Section 30.220.

30.210.3 *Notice.* Using the Contractor's templates, the DHS will provide the enrollee with written notification of the health plan in which the enrollee is enrolled and the effective date of enrollment. These notices will serve verification of enrollment until a Membership card is received by the enrollee from the health plan.

Note: Consistent with Section 50.130, the Contractor shall develop the template for this and other enrollee notices.

30.210.4 *Auto-Assignment.* The DHS will auto-assign any individual who does not select a health plan within fifteen (15) days of receipt of the New Enrollment Package. This fifteen (15) day period starts five (5) days after the date the DHS issues the enrollment letter to the potential enrollee (the DHS assumes mail time of five (5) days). The DHS will make the auto-assignment according to the following algorithm.

For potential enrollees in a long-term care residential facility:

- If the facility is in only one (1) health plan, the enrollee shall be assigned to that health plan provided that health plan has not exceeded the enrollment cap as described in Section 30.230.
- If the facility is in more than one (1) health plan, and the enrollee has a relationship with a PCP that is in only one (1) health plan, the enrollee shall be assigned to that health plan provided that health plan has not exceeded the enrollment cap as described in Section 30.230.
- If the facility is in more than one (1) health plan and the enrollee has a relationship with a PCP that is in more than one (1) health plan, the DHS shall make a random auto-assignment, provided that the health plan has not exceeded the enrollment cap as described in Section 30.230.
- If the facility is in more than one (1) health plan and the enrollee does not have a relationship with any PCP, the DHS shall make a random auto-assignment, provided that the health plan has not exceeded the enrollment cap as described in Section 30.230.

For potential enrollees **not** in a long-term care residential facility:

- If the enrollee has a relationship with a PCP that is in only one (1) health plan, the enrollee shall be assigned to that health plan provided that health plan has not exceeded the enrollment cap as described in Section 30.230.
- If the enrollee has a relationship with a PCP that is in more than one (1) health plan, the DHS shall make a random auto-assignment, provided that the health plan has not exceeded the enrollment cap as described in Section 30.230.

- If the enrollee does not have a relationship with a PCP, the DHS shall make a random auto-assignment, provided that health plan has not exceeded the enrollment cap as described in Section 30.230.
- If no enrollees of a household have selected a health plan, the QExA-eligible individuals in a common household (e.g., a QExA-eligible couple) shall be auto-assigned to the same health plan.

However, all of the auto-assignment rules in this subsection are subject to enrollment cap as described in Section 30.230.

30.210.5 *Transition Period Enrollment.* Sixty (60) days prior to commencement of QExA health plan services to enrollees, potential enrollees will be required to select a health plan. In the event an individual does not select a health plan during this period, the DHS will assign the individual to a health plan according to the auto-assignment algorithm. All enrollments for these individuals will be effective on the date of commencement of QExA services.

30.210.6 *Newborn Enrollment.* Throughout the term of the contract, newborns born to QExA enrolled mothers will be enrolled into the health plan of the mother retroactive to the date of birth (even if such action causes the health plan to exceed its enrollment cap). The newborn auto-assignment will be effective for the first thirty (30) calendar days following the birth or until the DHS notifies the mother's health plan of a change in the health plan enrollment of the newborn, whichever is later. Immediately following receipt of notification from the health plan of the birth, the DHS will notify the mother that she has fifteen (15) days to select a health plan for her newborn. The DHS will inform the mother of the health plan choices, depending upon the eligibility category of the newborn.

If the newborn is eligible for QUEST, and the QExA enrolled mother does not make a selection of a health plan in the allotted time, the DHS will auto-assign the newborn into a health plan according to the auto-assignment algorithm used

in the QUEST program. If the mother's QExA health plan is also a QUEST health plan, the newborn shall be auto-assigned to that health plan.

If the newborn is eligible for QExA, and the QExA enrolled mother does not make a selection of a health plan in the allotted time, the DHS will auto-assign the newborn to the mother's QExA health plan.

30.210.7 *Ninety (90) Day Grace Period.* Subject to the enrollment caps in the QExA managed care program, the DHS will allow (and the Contractor shall process requests from) enrollees who have enrolled during the Transition period to change health plans without cause for the first ninety (90) days from the date of commencement of QExA health plan services to enrollees regardless of whether enrollment is a result of selection or auto-assignment. Thereafter, the DHS will allow (and the Contractor shall process requests from) enrollees who become eligible for QExA after the commencement of QExA health plan services and have been auto-assigned to a health plan to change health plans without cause for the first ninety (90) days from the effective date of enrollment in that health plan.

Enrollments in the new health plan will generally begin the first day of the month following the month in which the enrollee requested the health plan change.

The 90-day grace period has several important limitations. First, enrollees may receive a total of **one** 90-day grace period; enrollees do **not** receive a new 90-day grace period from the date of each plan change. Second, enrollees subject to the 90-day grace period will only be allowed to change health plans after the 90-day grace period in two circumstances: (a) if they make their request during the Open Enrollment period, as described in Sections 30.220 and 50.270; or (b) if they have good cause. Enrollees alleging good cause shall apply to the DHS for a health plan change.

Notwithstanding the provisions of this subsection, enrollees or potential enrollees in the following situations are **not** eligible for or subject to the 90-day grace period:

- The enrollee is changing eligibility categories within the QExA program; or
- The enrollee has lost eligibility for a period of sixty (60) days or less, unless the period of ineligibility spans the Open Enrollment period in which case the enrollee will have the ability to choose a new health plan or be re-enrolled in the previous health plan.

Enrollees who become eligible for QExA after the Transition period and who select a health plan are **not** eligible for or subject to the 90-day grace period. Such enrollees will only be allowed to change plans only during the Open Enrollment period, as described in Sections 30.220 and 50.270, unless they have good cause. Enrollees alleging good cause shall apply to the DHS for a health plan change.

In the event that the DHS determines that an enrollee has good cause, the enroll will be able to change health plans regardless of whether the health plan is currently capped to new enrollees.

30.220 Open Enrollment Period

30.220.1 *General Approach.* The DHS will hold a health plan change (or “Open Enrollment”) period at least annually to allow enrollees the opportunity to change health plans without cause.

30.220.2 *First Change Period.* The first annual health plan change will be in May 2009. Thereafter, unless circumstances prevent the DHS from administering the annual health plan change, it will occur during May of each year with coverage being effective starting on July 1st of that year. The DHS may establish additional plan change periods as deemed necessary on a limited basis (e.g., termination of a health plan during the contract period).

30.220.3 *Notice.* At least sixty (60) days prior to the Open Enrollment period, the DHS will mail an Open Enrollment Notice to all households with individuals who are eligible to participate in the Open Enrollment period. Consistent with Sections

50.120 and 50.130, the Contractor shall develop the template for this and other enrollee notices.

30.220.4 *Lack of Change Request.* If an enrollee makes no health plan selection during an Open Enrollment period, and the enrollee is enrolled in a returning health plan (i.e., a health plan with a current and new contract with the DHS), then the enrollee will remain in the current health plan. This policy also applies to a person enrolled in a returning plan that is capped (see Section 30.230).

If an enrollee makes no health plan selection during an Open Enrollment period, and the enrollee is enrolled in a non-returning health plan (the health plan has a current, but not a new contract with the DHS), then the DHS will auto-assign the enrollee to a health plan using the established auto-assignment algorithm detailed in Section 30.210.4.

30.230 Health Plan Enrollment Caps

30.230.1 *General Approach.* Two (2) health plans will be selected to provide QExA services. The DHS will implement enrollment caps for each of the QExA health plans.

30.230.2 *Monthly Review.* On the fifteenth (15th) of each month (or on the business day immediately following the fifteenth (15th) in the event the day falls on a weekend or holiday), the DHS will review the enrollments of the health plans. Effective the following business day, the DHS will implement an enrollment cap on any health plan that has an enrollment equal to or exceeding its enrollment limit. The enrollment cap will remain in effect until the fifteenth (15th) of the following month when the DHS will again review enrollment and either lift the cap or keep it in place for the following month.

If a health plan is capped, it will not be available for selection or auto-assignment until the next month. There are three (3) exceptions to this policy:

1. Newborns who are eligible for QExA and born to QExA mothers enrolled in the capped plan will be enrolled with the mother;
2. Enrollees enrolled in a health plan with a waiting list for HCBS or personal assistance services Level I may enroll in a capped plan with no waiting list for the necessary service(s); and
3. Enrollees who have lost eligibility for a period of sixty (60) days or less will be reinstated into the capped plan.

The DHS reserves the right to lift an enrollment cap at any time.

30.240 Enrollee Education Regarding Status Changes

30.240.1 *General Approach.* The DHS will educate enrollees concerning the necessity of providing, to the health plan and to the DHS, any information affecting their enrollee status or eligibility.

30.240.2 *Specific Events.* The following events could impact the enrollee's status and may affect the eligibility of the enrollee:

- Death of the enrollee or family enrollee (spouse or dependent);
- Birth;
- Marriage;
- Divorce;
- Adoption;
- Change in health status;
- Change of residence and/or mailing address;
- Entrance into the Hawaii State Hospital or prison;
- Third party liability (TPL) or coverage which includes accident related medical condition;
- Inability of the enrollee to meet citizenship, alien status, photo and identification documentation requirements as required in the § 6037 of the Deficit Reduction Act of 2005 (DRA) and in other federal law; or
- Other household changes.

30.250 Disenrollment Decisions

30.250.1 *General Approach.* Except for the plan changes for enrollees subject to the 90-day grace period described in Section 30.210.7, the DHS shall be the sole authority allowed to disenroll an enrollee from a health plan and exempt persons from the QExA program. The DHS will process all disenrollment requests submitted in writing by the enrollee or his or her authorized representative.

30.250.2 *Bases for Disenrollment.* Appropriate reasons for disenrollment include, but are not limited to, the following:

- Enrollee no longer qualifies based on the medical assistance eligibility criteria or voluntarily leaves the program;
- Death of an enrollee;
- Incarceration of the enrollee;
- Enrollee enters the Hawaii State Hospital;
- Enrollee becomes a PACE or Pre-PACE participant;
- Enrollee enters the State of Hawaii Organ and Transplant (SHOTT) program;
- Enrollee is in foster care and has been moved out-of-state by the DHS;
and
- Enrollee provides false information with the intent of enrolling in a health plan.

Additional appropriate reasons for disenrollment include, but are not limited to, the following:

- Enrollee is enrolled in a health plan with a waiting list for HCBS or personal assistance services Level I and the other health plan does not have a waiting list for the necessary service(s);
- Enrollee's long-term care residential facility is not in the health plan's provider network and is in the provider network of a different health plan (so long as that health plan is not capped);

- Enrollee's PCP is not in the health plan's provider network and is in the provider network of a different health plan (so long as that health plan is not capped); or
- Enrollee requests disenrollment for good cause, at any time, due to:
 - An administrative appeal decision;
 - Provisions in administrative rules or statutes;
 - A legal decision;
 - Relocation of the enrollee to a service area where the health plan does not provide service;
 - An administrative decision for foster children which is the result of an agreement between the DHS, the child welfare service worker and the health plan involved;
 - The health plan's refusal, because of moral or religious objections, to cover the service the enrollee seeks;
 - The enrollee's need for related services (for example a cesarean section and a tubal ligation) to be performed at the same time and not all related services are available within the network and the enrollee's PCP or another provider determines that receiving the services separately would subject the enrollee to unnecessary risk;
 - Other reasons, including but not limited to, poor quality of care, lack of access to services covered under the contract, or lack of access to providers experienced in dealing with the enrollee's healthcare needs, lack of direct access to certified nurse midwives, pediatric nurse practitioners, family nurse practitioners, if available in the geographic area in which the enrollee resides; or
 - Lack of direct access to women's healthcare specialists for breast cancer screenings, pap smears and pelvic exams.

30.250.3 *Effective Date of Disenrollment.* The effective date of all approved disenrollments will be no later than the first day of the second month following the month in which the enrollee files the request. If the DHS fails to make a

determination regarding a properly-submitted disenrollment request in that time frame, the disenrollment shall be considered approved.

30.300 Overview of the Department of Human Services (the DHS) Responsibilities

30.310 General

The DHS will administer this Contract and monitor the Contractor's performance in all aspects of the Contractor's operations. Specifically, the DHS will:

- Develop the rules, policies, regulations, and procedures governing the Contractor operations and delivery of services;
- Oversee and monitor the activities of the Contractor in providing information to enrollees to assist in selecting a health plan and in educating new enrollees;
- Negotiate and contract with the Contractor;
- Negotiate and contract with a mail service vendor for the distribution of individually-addressed New Enrollment Packages and enrollee notices;
- Conduct the readiness review as described in Sections 30.350 and 70.510;
- Determine initial and continued eligibility of QExA enrollees, including Spenddown eligibility;
- Render all exemption determinations;
- Review and approve the Contractor's outreach and enrollment materials (including notice templates and presentation materials);
- Review and approve the Contractor's Project Implementation Plan, Stakeholder list and contact plan, Facility Sweep plan, Policies and Procedures Manual, Training Plan and materials, Call Center Quality Criteria and Protocols, report templates, and other deliverables required under this Contract;
- Facilitate the Contractor's outreach efforts and training seminars with other public agencies;

- Provide information regarding QExA to potential enrollees during Food Stamp and Medicaid eligibility interviews at MQD, BESSD/First-to-Work Centers;
- Provide the Contractor an interface or enrollment system that contains individual-level data on QExA enrollees and potential enrollees (and provide user support for that system);
- Provide updated enrollee information to the health plans and the Contractor on an ongoing basis;
- Conduct auto-assignment for potential enrollees who do not affirmatively select a health plan;
- Provide adequate office space in MQD and BESSD/First-to-Work Centers to the Contractor for face-to-face enrollment counseling;
- Process mail that the U.S. Postal Service returns to the Contractor as undeliverable and for which the Contractor is unable to make any contact by telephone, etc. to obtain an updated address;
- Address complaints from enrollees or potential enrollees that the Contractor refers or that the DHS receives directly;
- Adjudicate disenrollment requests based on good cause and other reasons unless the enrollee is subject to the 90-day grace period as described in Section 30.210.7;
- Oversee the State Administrative Hearing processes;
- Manage the Hawaii Prepaid Medicaid Management Information System (HPMMIS) and the Premium Share Billing System;
- Generate Enrollment Summary Report based on data on HPMMIS;
- Conduct quality assurance and other monitoring of Contractor's performance;
- Respond to all media and legislative inquiries; and
- Impose civil or administrative monetary penalties and/or financial sanctions for violations or Contractor non-compliance with Contract provisions.

The DHS will comply with, and will monitor the health plan's compliance with, all applicable State and Federal laws and regulations.

30.320 Eligibility Determinations

The DHS is the sole authority and is solely responsible for determining eligibility. Provided the individual meets all eligibility requirements, he or she will become eligible for Medicaid and QExA (due to prior period coverage) on:

- The date of the application;
- Up to thirty (30) days prior to the application;
- Any date specified by the individual on which appropriate emergency room or hospital expenses were incurred and which is within the thirty (30) days immediately prior to the date of application; or
- The first day of the subsequent month in which all eligibility requirements were met if the individual could not meet eligibility requirements at the time of the application.

30.330 Monitoring and Evaluation

30.330.1 *General.* The DHS will conduct informal program audits and evaluations and other monitoring activities. The Contractor shall allow the DHS staff prompt and full access to the Contractor's staff, resources, and sites in order to facilitate these reviews.

30.330.2 *Monitoring of Enrollment Counseling.* The DHS will monitor enrollment counseling activities that the Contractor performs in its Call Center and through its community-based staff. This may include, but shall not be limited to, monitoring calls from a remote location.

30.330.3 *Case Study Interviews.* The DHS may conduct case study interviews. These could require that key individuals involved with the program (including representatives of the Contractor, association groups and consumer groups) identify what was expected of the program, changes needed to be made, effectiveness of outreach and enrollment and adequacy of the Contractor in meeting the needs of the populations served.

30.340 QExA Enrollment Counselor Policy Memoranda

The DHS will issue QExA Enrollment Counselor Policy Memoranda to clarify policy, operational issues or legal changes affecting the Contractor. The Contractor shall comply with the requirements of all the policy memoranda during the course of the contract and sign and return to the DHS each memorandum when distributed by the DHS.

30.350 Readiness Review

30.350.1 *General Approach.* Prior to the Transition period, the DHS will conduct a comprehensive readiness review of the Contractor in order to ensure that the Contractor is able and prepared to perform all functions required by this Contract and to provide high quality services to enrollees and potential enrollees.

30.350.2 *Scope of Review.* The DHS review will include, but not be limited to, an on-site review of the Contractor's operations, information system demonstrations and systems testing, and interviews with the Contractor's staff. The review will also include desk reviews of documentation that includes but is not limited to:

- Call Center and community-based enrollment counselor scripts;
- Any and all required policies and procedures;
- Any and all deliverables required under this Contract; and
- Information systems.

30.350.3 *Information Technology (IT) and Telecommunication Technology Reviews.* At its discretion, the DHS may conduct an additional, pre-implementation review of the Contractor's progress towards fulfilling the IT and telecommunication technology requirements of this Contract.

30.350.4 *Findings and Contract Compliance.* Based on the results of the review activities, the DHS will provide the Contractor with a summary of findings, including the

identification of areas requiring corrective action before the Contractor commences operations.

If the Contractor is unable to demonstrate its ability to meet the requirements of the Contract, as determined by the DHS, within the time frames specified by the DHS, the DHS may terminate the Contract in accordance with Section 71.900.

30.360 Information Technology (IT)

30.360.1 *General Approach.* To effectively and efficiently administer QExA and other components of the Medicaid program, the DHS has implemented the Hawaii Prepaid Medicaid Management Information Systems (HPMMIS). Additionally, the DHS is developing a web interface (or similar system) to allow the Contractor access to eligibility and enrollment data and to enter plan selections and changes.

30.360.2 *HPMMIS Overview.* HPMMIS is an integrated system that supports the administration of the program. The major functional areas of HPMMIS include:

- Receiving daily eligibility files from Hawaii Automated Welfare Information Systems (HAWI);
- Processing enrollment/disenrollment of enrollees into and from a health plan based on established enrollment/disenrollment rules;
- Processing enrollee health plan choices;
- Producing daily enrollment/disenrollment rosters, monthly enrollment rosters, and TPL rosters;
- Processing monthly encounter submissions from the health plan and generating encounter error reports for health plan correction.
- Accepting and processing monthly health plan provider network submissions to assign QExA provider IDs for health plan use. Errors associated with these submissions are generated and returned to the health plans on a monthly basis for correction;

- Monitoring the utilization of services provided to the enrollees by the health plans and the activities or movement of the enrollees within and between the health plans;
- Monitoring the activities of the health plans through information and data received from the health plans and generating management reports;
- Determining the amount due to the health plans for the monthly capitated rate for enrolled enrollees;
- Producing a monthly provider master registry file for the health plans to use for assigning QExA provider IDs to health plan providers for the purpose of submitting encounters to the DHS;
- Generating the required reports for the Centers for Medicare and Medicaid Services; and
- Generating management information reports.

Receiving/transmitting of data files between the health plan and HPMMIS will be done via the MQD FTP file server. The MQD requires that the health plans install the DHS approved Virtual Private Network (VPN) software that is provided to the health plans free of charge. The VPN software allows the MQD and health plans to securely transfer enrollee, provider, and encounter data via the internet.

The HPMMIS processes and reports on dental services for the QExA program population and Medicaid fee-for-service payments that are authorized under the program. The HPMMIS and reporting subsystems provide the following:

- Enrollee processing (ID cards, eligibility, buy-in, etc.);
- Claims processing (input preparation, electronic media claim capture, claim disposition, claim adjudication, claim distribution, and payments);
- Provider support (certification, edit and update, rate change, and reporting);
- Management and Administrative Reporting Subsystem (MARS) and Surveillance and Utilization Reporting Subsystem (SURS) reports;
- Reference files for the validation of procedures, diagnosis, and drug formularies; and

- Other miscellaneous support modules (TPL, etc.).

30.360.3 *Web Interface.* The web interface will provide the Contractor with access to enrollee and potential enrollee eligibility and enrollment data contained in HPMMIS. The interface will also enable the Contractor to enroll enrollees and potential enrollees into a health plan. Additionally, it will allow users to execute plan changes.

30.400 **Glossary of Terms and Acronyms**

30.410 Definitions

Abandoned Call: A call in which the caller elects an option and is either not permitted access to that option or disconnects from the system.

Abuse: Provider practices that are inconsistent with sound fiscal, business, or medical practices, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards, and result in unnecessary cost to the Medicaid program or other the DHS or State policies and guidelines.

Adult Mental Health Division (AMHD): Adult Mental Health Division of the Hawaii Department of Health.

Affiliate: A business organization or entity that, directly or indirectly, is owned or controlled by the applicant, or owns or controls the applicant, or is under common ownership or control with the applicant.

After-Hours: Hours between of 5:00 p.m. to 8:00 a.m. HST Monday through Friday and on Hawaii State Holidays.

Annual Health Plan Change Period: See Open Enrollment period.

Applicant: A person, organization or entity proposing to provide the goods and services specified in the RFP.

Appointment: A face-to-face interaction between a community-based enrollment counselor and an enrollee or potential enrollee.

Assisted Living Facility: A facility, as defined in HRS § 321-15.1, that is licensed by the Department of Health. This facility shall consist of a building complex offering dwelling units to individuals and services to allow residents to maintain an independent assisted living lifestyle. The facility shall be designed to maximize the independence and self-esteem of limited-mobility persons who feel that they are no longer able to live on their own.

Authorized Representative: A person who can make care-related decisions for a member who is not able to make such decisions alone. A representative may, in the following order of priority, be a person who is:

- A court-appointed guardian of the person;
- A spouse or other family member (parent) as designated by the member or the State according to HRS § 327 E-5; or
- Any other person who is not court-appointed, not a spouse or other family member who is designated as the member's healthcare representative according to HRS § 327 E-5.

Automatic Assignment (or Auto Assignment): The enrollment of an eligible person, for whom QExA enrollment is mandatory, in a health plan chosen by the DHS.

Balanced Budget Act of 1997 or BBA: Federal legislation that sets forth, among other things, requirements, prohibitions, and procedures for the provision of Medicaid services through managed care organizations and organizations receiving capitation payments.

Benchmark: A target, standard or measurable goal based on historical data or an objective/goal.

Beneficiary: Any person determined eligible by the DHS to receive medical services under the State's Medicaid programs.

Benefit, Employment and Support Services Division (BESSD): The division of DHS that administers eligibility for Food Stamps, cash assistance, child care, employment support, work-training and other programs. Hawaii residents can apply for Medicaid through either MQD or BESSD.

Benefits: See Covered Services.

Blocked Call: A call that can not be connected immediately because no circuit is available at the time the call arrives or the telephone system is programmed to block calls from entering the queue when the queue backs up behind a defined threshold.

Business Days: Traditional workdays, including Monday, Tuesday, Wednesday, Thursday, and Friday. Hawaii State Holidays are excluded.

Calendar Days: All seven days of the week.

Capitated Rate: The fixed monthly payment per member paid by the State to the health plan for which the health plan provides a full range of benefits and services contained in this RFP.

Capitation Payment: A payment the DHS makes to a health plan on behalf of each member enrolled for the provision of medical services under the Medicaid State Plan. The payment is made regardless of whether the particular member receives services during the period covered by the payment.

Centers for Medicare & Medicaid Services (CMS): The organization within the federal Department of Health and Human Services that administers the Medicaid and Medicare programs.

Child and Adolescent Mental Health Division (CAMHD): Child and Adolescent Mental Health Division of the Hawaii Department of Health.

Claim: A bill for services, a line item of services, or all services for one recipient within a bill.

Commencement of QExA Health Plan Services: As defined in RFP-MQD-2008-006, the commencement of QExA health plan services to members begins November 1, 2008.

Community Care Management Agency: An agency licensed by the DHS or its designee under HAR § 17-1454, subchapters 1 and 2, to engage in locating, coordinating and monitoring comprehensive services to residents in community care foster family homes or members in E-ARCHS and assisted living facilities. A health plan may be a community care management agency.

Community Care Foster Family Home (CCFFH): A home issued a certificate of approval by the DHS to provide, for a fee, twenty-four (24) hour living accommodations, including personal care and homemaker services. The home must meet all applicable requirements of HAR §§ 17-1454-37 to 56.

Condition: A disease, illness, injury, disorder, of biological, cognitive, or psychological basis for which evaluation, monitoring and/or treatment are indicated.

Contract: Written agreement between the DHS and the Contractor, which will include the State's Agreement (form AG3-Comp (4/99)), general conditions (AG Form 103F (09/06), see Appendix C), any special conditions and/or appendices, this RFP, including all attachments and addenda, and Contractor's proposal.

Contract Award: The date upon which the DHS issues the Apparent Successful Offeror Letters.

Contract Services: The services to be delivered by the Contractor that is designated by the DHS.

Contractor: Successful applicant that has executed a contract with the DHS.

Contractor's Representative: The individual legally empowered to bind the Contractor, using his/her signature block, including his/her title. This individual shall be considered the Contractor's Representative during the life of any Contract entered into with the State unless amended in writing.

Covered Services: Services covered by Hawaii's Medicaid program, including but not limited to health plan services.

Corrective Action Plan: The detailed written plan required by the DHS to correct or resolve a deficiency or event causing the assessment of a liquidated damage or other remedy against the Contractor.

Cultural Competency: A set of interpersonal skills that allow individuals to increase their understanding, appreciation, acceptance, and respect for cultural differences and similarities within, among and between groups and the sensitivity to know how these differences influence relationships with members. This requires a willingness and ability to draw on community-based values, traditions and customs, to devise strategies to better meet culturally diverse member needs, and to work with knowledgeable persons of and from the community in developing focused interactions, communications and other supports.

Days: Unless otherwise specified, refers to calendar days.

Deficit Reduction Act of 2005 (DRA): Federal legislation that sets forth, among other things, requirements for improved enforcement of citizenship and nationality documentation.

Deliverable: A document, manual or report submitted to the DHS by the Contractor to fulfill requirements of this Contract.

Department of Human Services (the DHS): Hawaii State Department of Human Services. References to the “Department of Human Services,” the “Department,” or “the DHS” shall include its representatives, agents, vendors and subcontractors.

Disenrollment: The removal of an enrollee from a health plan.

Director: Director of the Department of Human Services, State of Hawaii.

Dual Eligible: A person eligible for and enrolled in both the Medicare program and the Medicaid program.

Effective Date Of Enrollment: The date from which a health plan is required to provide benefits to a member. This date is the date when eligibility is determined by the DHS and may precede the date upon which a health plan receives notification of enrollment.

Eligibility Determination: A process of determining, upon receipt of a written request on the Department’s application form, whether an individual or family is eligible for medical assistance.

Enrollee: An individual who has selected or is assigned by the DHS to be a member of a participating QExA health plan. See also Member.

Enrollee (Potential): See Potential Enrollee.

Enrollment: The process by which an individual, who has been determined eligible, becomes a member in a health plan, subject to the limitations specified in the DHS Rules.

Enrollment Counseling: Functions performed by the State or its designee that relate to outreach and education regarding the QExA managed care program and the potential member’s health plan selection.

Enrollment Counselor: The DHS designee who provides one-on-one information and assistance to Medicaid enrollees and potential QExA members in the areas of selecting a QExA health plan and educating them about the QExA program.

Exemption: A determination by the DHS that an aged, blind, or disabled enrollee in Medicaid who is otherwise eligible for QExA is not subject to mandatory enrollment in a QExA health plan.

Expanded Adult Residential Care Home (E-ARCH): A facility, as defined in HAR § 11-100.1.2 and licensed by the Department of Health, that provides twenty-four (24) hour living accommodations, for a fee, to adults unrelated to the family, who require at least minimal assistance in the activities of daily living, personal care services, protection, and healthcare services, and who may need the professional health services provided in an intermediate care facility or skilled nursing facility. There are two types of E-ARCHs in accordance with HRS § 321-1562:

- Type I: home allowing five (5) or fewer residents provided that up to six (6) residents may be allowed at the discretion of the department to live in a type I home, with no more than two (2) nursing facility level residents; and
- Type II: home allowing six (6) or more residents with no more than twenty percent (20%) of the home's licensed capacity as nursing facility level residents.

Federal Financial Participation (FFP): The contribution that the federal government makes to state Medicaid programs.

Fee-for-Service (FFS): A method of reimbursement based on payment for specific services rendered to a Medicaid enrollee.

Financial Relationship: A direct or indirect ownership or investment interest (including an option or non-vested interest) in any entity. This direct or indirect interest may be in the form of equity, debt, or other means and includes an indirect ownership or investment interest no matter how many levels removed from a direct interest, or a compensation management with an entity.

Fraud: The intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or to some other person.

Grievance: An expression of dissatisfaction from a member, member's representative, or provider on behalf of a member about any matter other than an action.

Hawaii State Holidays: Days on which official holidays and commemorations as defined in HRS § 8-1 are observed.

Hawaii Automated Welfare Information System (HAWI): The State of Hawaii certified system that maintains eligibility information for enrollees in Medicaid, Food Stamps and other the DHS-administered programs.

Hawaii Prepaid Medicaid Management Information System (HPMMIS): Computerized system used for the processing, collecting, analyzing, and reporting of information needed to support Medicaid functions.

Health Maintenance Organization (HMO): See Managed Care Organization.

Health Plan: Any healthcare organization, insurance company or health maintenance organization, which provides covered services on a risk basis to members in exchange for capitation payments.

Health Plan Services: Those health services to which the member is entitled under the QExA program and which the health plan arranges to provide to its members.

Health Insurance Portability and Accountability Act of 1996 (HIPAA): Title I of HIPAA protects health insurance coverage for workers and their families when they change or lose their jobs. Title II, the Administrative Simplification (AS) provisions, requires the establishment of national standards for electronic healthcare transactions and national identifiers for providers, health insurance plans and

employers. The HIPAA Administration Simplification provisions also address the security and privacy of health information.

Hospital: Any licensed acute care general hospital in the service area to which a member is admitted to receive hospital services pursuant to arrangements made by a physician.

Information Systems (IS): See Information Technology.

Information Technology (IT): A combination of computing hardware and software that is used in: (a) the capture, storage, manipulation, movement, control, display, interchange and/or transmission of information, i.e. structured data (which may include digitized audio and video) and documents; and/or (b) the processing of such information for the purposes of enabling and/or facilitating a business process or related transaction.

Initial Implementation Period: The 90-day period immediately following the Commencement of QExA Health Plan Services.

Inquiry: A contact from a member that questions any aspect of a health plan, subcontractor's, or provider's operations, activities, or behavior, or to request disenrollment but does not express dissatisfaction.

Insolvent: Unable to meet or discharge financial liabilities.

Limited-English-Proficient Population: Individuals with a primary language other than English who must communicate in that language if the individual is to have an equal opportunity to participate effectively in, and benefit from, any aid, service or benefit provided by the Contractor.

Long-Term Care: A continuum of care and assistance ranging from in-home and community-based services for elderly persons and persons with disabilities who need help in maintaining their independence, to institutional care for those who require that level of support.

Long-Term Care Residential Facility: A facility which cares for members who requiring a nursing facility level-of-care. These facilities are: assisted living facilities, expanded ARCHs, CCFFHs, nursing facilities, and sub-acute units.

Managed Care: A comprehensive approach to the provision of healthcare that combines clinical services and administrative procedures within an integrated, coordinated system to provide timely access to primary care and other necessary services in a cost-effective manner.

Managed Care Organization: An entity that has, or is seeking to qualify for, a comprehensive risk contract under federal law and that is: (1) a federally qualified HMO that meets the requirements under Section 1310(d) of the Public Health Service Act; (2) any public or private entity that meets the advance directives requirements and meets the following conditions: (a) makes the service it provides to its Medicaid members as accessible (in terms of timeliness, amount, duration, and scope) as those services that are available to other Medicaid enrollees within the area served by the entity and (b) meets the solvency standards of 42 CFR Section 438.116 and HRS § 432-D-8.

Medicaid: A federal/state program authorized by Title XIX of the Social Security Act, as amended, which provides federal matching funds for a Medicaid program for recipients of federally aided public assistance and SSI benefits and other specified groups. Certain minimal populations and services must be included to receive federal financial participation (FFP); however, states may choose to include certain additional populations and services at State expense and also receive FFP.

Medically Fragile Child: A child with a condition or conditions that require complex medical and/or ancillary services who is sustained in the community. The child has a need for twenty-four (24) hour oversight of his/her health status and requires an extended amount of multidisciplinary care in a supportive environment to prevent hospitalization or institutionalization.

Medicare: A federal program authorized by Title XVIII of the Social Security Act, as amended, which provides health insurance for persons aged sixty-five (65) and older and for other specified groups. Part A of Medicare covers hospitalization; Part B of the program covers outpatient services and is voluntary; Part C of the program is the Medicare Advantage (managed care) program and is voluntary; Part D of the program covers prescription drugs.

Medicare Special Savings Program Recipients: Qualified Medicare Beneficiaries (QMBs), Specified Low-Income Medicare Beneficiaries (SLMBs), Qualifying Individuals (QIs) and Qualified Disabled Working Individuals (QDWI). In other jurisdictions, this program may be known as the “Medicare Buy-In” process, the “Medicare Savings Plan,” or the “Medicare Savings Program.”

Med-QUEST Division (MQD): The division within the State Department of Human Services that has the responsibility for administering the Medicaid programs, including QExA.

Newborn: Any infant who is born to a mother who is enrolled in a health plan.

Nursing Facility (NF): A facility, as defined in HAR § 11-94-2, which provides appropriate care to persons referred by a physician. Such persons are those who:

- Need twenty-four (24) hour per day assistance with the normal activities of daily living;
- Need care provided by licensed nursing personnel and paramedical personnel on a regular, long-term basis, and;
- May have a primary need for twenty-four (24) hours of skilled nursing care on an extended basis and regular rehabilitation services.

Nursing Facility Level of Care (NF LOC) –The determination that a member requires the services of licensed nurses (as defined in HAR § 16-89) in an institutional setting to carry out the physician's planned regimen for total care. These services can be provided in the home or in community-based programs as a cost-neutral, least restrictive alternative to institutional care in a hospital or nursing home.

Open Enrollment Period: An annual time period established by the DHS during which existing members may transfer between health plans.

Physician: A licensed doctor of medicine or doctor of osteopathy.

Potential Enrollee: An enrollee who is subject to mandatory enrollment and must choose a health plan in which to enroll within a specified time frame determined by the DHS.

Pre-Transition Period: The period between the time that this Contract is executed and the Transition Period.

Primary Care: All healthcare services and laboratory services customarily furnished by or through a general practitioner, family practitioner, internal medicine physician, obstetrician/gynecologist, or pediatrician, to the extent the furnishing of those services is legally authorized in the State.

Primary Care Provider (PCP): A provider who is licensed in Hawaii and is 1) a physician, either an M.D. (Doctor of Medicine) or a D.O. (Doctor of Osteopathy), and must generally be a family practitioner, general practitioner, general internist, pediatrician or obstetrician/gynecologist (for women, especially pregnant women) or geriatrician; or 2) an advanced practice registered nurse with prescriptive authority. PCPs have the responsibility for supervising, coordinating and providing initial and primary care to the member and for initiating referrals and maintaining the continuity of member care.

Private Health Insurance Policy: Any health insurance program, other than a disease-specific or accident-only policy, for which a person pays for insurance benefits directly to the carrier rather than through participation in an employer or union sponsored program.

Program: The QExA managed care program, unless otherwise expressly stated.

Proposal: The applicant's response to this RFP submitted in the prescribed manner to perform the contract services.

Protected Health Information (PHI): As defined in the HIPAA Privacy Rule, 45 CFR § 160.103.

Provider: An individual, clinic, or institution, including but not limited to physicians, osteopaths, nurses, referral specialists and hospitals, responsible for the provision of health services under a health plan.

QExA Implementation Period: See Initial Implementation Period.

Quality Improvement: Methods to identify opportunities for improving organizational performance, identify causes of poor performance, design and test interventions, and implement demonstrably successful interventions system-wide.

QUEST: The capitated managed care program that provides Medicaid State Plan benefits to families and children with income up to the specified federal poverty level (FPL).

QUEST Expanded Access (QExA): The capitated managed care program that provides all acute and long-term care services to individuals eligible as aged, blind or disabled (ABD) under the Medicaid State Plan, including those individuals enrolled in the State of Hawaii's 1915(c) waiver programs as of the date of commencement of QExA health plan services.

Request For Proposals (RFP): This Request for Proposals number RFP-MQD-2008-012, issued on January 16, 2008.

Resident of Hawaii: A person who resides in the State or establishes his or her intent to reside in Hawaii as described in HAR § 17-1714-22.

Service Area: The geographical area defined by zip codes, census tracts, or other geographic subdivisions, i.e. island that is served by a health plan as defined in its contract with the DHS.

Service Region: See Service Area.

Span of Control: Information Technology and telecommunications capabilities that the Contractor itself operates or for which it is otherwise legally responsible according to the terms and conditions of this Contract. The span of control also includes Systems and telecommunications capabilities outsourced by the Contractor.

Special Treatment Facility: A facility, as defined in HAR § 11-98-02, that provides a therapeutic residential program for care, diagnoses, treatment or rehabilitation services for socially or emotionally distressed persons, mentally ill persons, persons suffering from substance abuse, and developmentally disabled persons.

State: The State of Hawaii.

State Fiscal Year (SFY): The twelve (12) month period for Hawaii's fiscal year which runs from July 1 through June 30.

Steady State Period: The period between (a) the Initial Implementation Period and (b) the Open Enrollment Period.

Sub-Acute Care: As defined in HAR § 17-1737-116, a level of care that is needed by a patient not requiring acute care, but who needs more intensive skilled nursing care than is provided to the majority of patients in a skilled nursing facility.

Subcontract: Any written agreement between Contractor and another party to fulfill the requirements of this RFP and contract.

Subcontractor: A party with whom Contractor contracts to provide services and/or conduct activities related to fulfilling the requirements of this RFP and contract.

System Unavailability: As measured within the Contractor's information technology Span of Control, when a system user does not get the complete, correct full-screen response to an input command within three (3) minutes after depressing the "Enter" or other function key.

Telecommunication Device for the Deaf (TDD): Special telephony devices with keyboard attachments for use by individuals with hearing impairments who are unable to use conventional phones. Also known as Teletype (TTY).

Third Party Liability (TPL): Any person, institution, corporation, insurance company, public, private or governmental entity who is or may be liable in contract, tort or otherwise by law or equity to pay all or part of the medical cost of injury, disease or disability of an enrollee in QExA. Also known as Third Party Resource.

Title XIX: Title XIX of the Social Security Act is a program that provides medical assistance for certain individuals and families with low incomes and resources. The program, known as Medicaid, became law in 1965 and is a jointly funded by State and Federal governments to assist states in the provision of adequate medical care to eligible needy persons. See Medicaid.

Transition Period: The sixty (60) day period of time preceding the commencement of QExA health plan services.

Validation: The review of information, data, and procedures to determine the extent to which they are accurate, reliable, free from bias and in accord with standards for data collection and analysis.

Week: The traditional seven-day week, Sunday through Saturday.

30.420 Acronyms

AMHD	Adult Mental Health Division within DOH
BBA	Balanced Budget Act of 1997
BESSD	Benefit, Employment and Support Services Division of DHS

BREG	Business Registration Division of DCCA
CAMHD	Child and Adolescent within DOH
CCFFH	Community Care Foster Family Home
CFR	Code of Federal Regulations
CMS	Centers for Medicare & Medicaid Services
CSB	Customer Service Branch within MQD
DCCA	Department of Commerce and Consumer Affairs
DHS	Hawaii Department of Human Services
DOH	Hawaii Department of Health
DRA	Deficit Reduction Act of 2005
E-ARCH	Expanded Adult Residential Care Home
FFS	Fee-for-Service
HAWI	Hawaii Automated Welfare Information System
HCBS	Home- and Community-Based Services
HHS	US Department of Health and Human Services
HIPAA	Health Insurance Portability and Accountability Act
HPMMIS	Hawaii Prepaid Medicaid Management Information System
HST	Hawaii Standard Time
IT	Information Technology
LOC	Level of Care (also Nursing Facility LOC or NF LOC)
MCO	Managed Care Organization
MQD	Med-Quest Division within the DHS
PCP	Primary Care Provider
PHI	Protected Health Information
QExA	QUEST Expanded Access
RFP	Request for Proposals
SSA	Social Security Act
TDD	Telecommunication Device for the Deaf
TPL	Third Party Liability
TTY	Teletype
USPS	United States Postal Service

SECTION 40 COMMUNITY EDUCATION AND OUTREACH

This section details the Contractor's responsibility to develop and distribute outreach materials (including an educational DVD). It also details the Contractor's obligation to implement a Pharmacy Refill Initiative, develop and distribute radio public service announcements, and conduct stakeholder train-the-trainer sessions. Finally, it describes the Contractor's responsibility to conduct enrollee group education seminars.

40.100 Outreach Materials

40.110 Standards for Materials

- 40.110.1 *General Requirements.* The Contractor shall develop and produce printed and audio-visual outreach materials as specified in this section. Unless otherwise specified, the Contractor shall be responsible for all costs related to the design, development, revision, printing, and delivery to the DHS (or its mailing vendor) of all outreach materials that it is required to produce under the terms of the Contract. The Contractor shall ensure that up-to-date versions of all printed outreach materials can be downloaded from its website (as described in Section 40.160).
- 40.110.2 *DHS Review and Approval.* All materials produced by the Contractor for use in the course of this Contract are subject to prior, written approval by the DHS. The Contractor shall provide the DHS with draft versions of all materials at least fourteen (14) days prior to planned printing, assembly and/or distribution (including web-posting). The Contractor shall not distribute any materials until the DHS issues written approval to the Contractor for the respective materials.
- 40.110.3 *Professional Standards.* The Contractor shall distribute outreach materials that are culturally sensitive and professional in content, appearance and design, subject to the continuing review and approval by the DHS.

40.110.4 *Formatting Standards.* The Contractor shall, to the extent practicable, use relatively large font sizes (e.g., 12-point and above) and standard typeface fonts (e.g., Arial and Times New Roman) in its outreach materials. Additionally, the Contractor shall make maximum use of graphics to communicate key messages to populations with limited literacy or limited English proficiency. The Contractor shall also prominently display a graphic of a telephone and the Call Center's telephone number in large, bolded typeface on all outreach materials.

40.110.5 *Reading Level.* The Contractor shall design all printed outreach materials at the 6.9 grade reading level. Suggested reference materials to determine whether this requirement is being met are the:

- Fry Readability Index;
- PROSE-The Readability Analyst (software developed by Education Activities, Inc.);
- McLaughlin SMOG Index; or
- Flesch-Kincaid Index.

The Contractor shall submit the reading level and the methodology used to measure it concurrent with all submissions of draft outreach materials to the DHS.

When submitting outreach materials to the DHS for approval, the Contractor shall provide a certification of the reading level (and the Contractor's methodology for measuring it) of each piece of material.

40.110.6 *Written Translation Requirements.* The Contractor shall distribute all outreach materials in English, Ilocano, Tagalog, Mandarin Chinese and Korean and at the 6.9 grade reading level.

To the extent practicable, the Contractor shall include a language block in these five languages in all printed outreach materials referring readers to contact the Contractor in order to get a written translation of the materials in any of these five languages or an oral translation in any language. Alternatively, the Contractor may provide a shortened text for the language block for the approval of the DHS (e.g.,

“Questions? 질문? 问题? Tanong? Ania? with a telephone graphic or symbol and Contractor’s toll-free number in large, bold typeface).

40.110.7 *Frequency of Updates.* The Contractor shall update all outreach materials at least annually, or as directed by the DHS but no more frequently than twice per year, to reflect changes in policy and program design and to ensure that the most current materials are available to enrollees and potential enrollees upon enrollment and upon request. At the direction of the State, the Contractor shall provide written notice of any program changes described in the outreach materials to all enrollees and potential enrollees at least thirty (30) days before the intended effective date of the change.

40.110.8 *Alternative Formats.* In accordance with Sections 504 of the Rehabilitation Act of 1973, 29 USC § 794 and Title II of the Americans with Disabilities Act of 1990, 42 USC § 12101 *et seq.*, the Contractor shall make available all printed outreach materials in appropriate alternative formats for enrollees and potential enrollees who are visually impaired, hearing impaired, or unable to read. At a minimum, the Contractor shall make printed materials available in alternative formats that include but are not limited to, large print, Braille, and audiotapes.

40.110.9 *Return Address and Endorsements.* To the extent that the Contractor’s materials include a pre-printed return address, the Contractor shall use its own mailing address. The Contractor shall not include the addresses for the DHS or any designee without receiving prior written authorization from the DHS. For all mailing materials, the Contractor shall use the “Return Service Requested” endorsement as described in Section 507.1.5 of the U.S. Postal Service’s *Domestic Mail Manual* (DMM).

40.120 Outreach Materials

40.120.1 *Stakeholder and Enrollee Educational Presentations.* The Contractor shall develop train-the-trainer presentations for stakeholders and enrollee education presentations for community seminars. The Contractor’s presentations shall be

in Microsoft PowerPoint or equivalent media and shall be prior approved by the DHS.

In the presentations, the Contractor shall include an explanation of the basic features of managed care and how to access services from a health plan. The explanation shall include but not be limited to:

- Explain which populations are included and excluded from the QExA managed care program;
- Explain how an individual can get assistance from the Contractor;
- Describe how the enrollee or potential enrollee may access health plan services, including HCBS services;
- Summarize the rules for special populations as described in Section 50.230.4;
- Provide an explanation of the services that are not covered by the health plans but shall continue to be covered by the fee-for-service (FFS) Medicaid program (e.g., dental, SHOTT, DD/MR waiver, DOH's "Zero to Three" intervention, program services and services for some Spenddown-eligible persons); and
- Explain that the health plans will help the individual to find a doctor or other provider if she or he needs one.

40.120.2 *Decision Assistance Booklet.* The Contractor shall develop a written Decision Assistance Booklet to instruct the enrollee(s) or potential enrollee(s) on factors to consider when selecting a health plan. The Decision Assistance Booklet shall clearly explain which populations are eligible for the QExA managed care program (and therefore must enroll in a health plan). The Decision Assistance Booklet shall also distinguish managed care from the current FFS system.

The Decision Assistance Booklet shall provide practical illustrative information in the form of comparison charts, checklists, examples of different scenarios, or questions and answers to help the enrollee(s) or potential enrollee(s) formulate a determination on which health plan is the most suitable for their needs. The

Decision Assistance Booklet shall also discuss the salient material in the presentations described in Section 40.120.1 and the brochures described in Section 40.120.3. Finally, the Decision Assistance Booklet shall list the name; address(es), telephone number(s), and Uniform Resource Locator (URL) for each health plan.

- 40.120.3 *Brochures.* The Contractor shall develop six (6) brief (front and back of one (1) page) topical brochures to explain key information to enrollees and potential enrollees. In one (1) brochure (“How to Pick a QExA Plan”), the Contractor shall highlight the need to select a health plan, the enrollment process, and the availability of assistance from the Contractor. In another brochure (“How to Get Care under QExA”), the Contractor shall explain how to access health plan and other covered services during the Transition period and after enrollment in a health plan. Based on feedback from stakeholders, enrollees and potential enrollees, the Contractor shall develop the remaining four (4) brochures on pertinent QExA topics as directed by the DHS.
- 40.120.4 *Frequently Asked Questions (FAQs).* The Contractor shall develop a list of FAQs and accurate responses for distribution at train-the-trainer or enrollee group education seminars. At least every two (2) weeks between June 1, 2008 and August 31, 2008, the Contractor shall update the FAQs to reflect questions at the seminars. The Contractor shall also immediately post the updated FAQs on its website as described in Section 40.160.
- 40.120.5 *Reference Materials for Front-line, Direct-Service Staff.* The Contractor shall develop brief reference materials for use by front-line staff in stakeholder organizations that work directly with enrollees and potential enrollees. Such resources may include calendars, mnemonics, graphics, glossaries, “cheat sheets,” step-by-step process instructions, pens, magnets, etc.
- 40.120.6 *Postcards to Stakeholders.* The Contractor shall develop postcard reminders regarding the launch of the Contractor’s Call Center and distribute the postcards no later than by the date specified in Section 60.120. The postcard should prominently display the Call Center’s purpose, toll-free number and hours of

operation. The Contractor shall mail the postcards to all stakeholder attendees at train-the-trainer sessions; additionally, it shall mail the postcards to providers and community stakeholders as directed by the DHS. The recipients shall include but not be limited to those entities identified in Section 40.210.3.

40.130 Pharmacy Refill Initiative

40.130.1 *Development.* The Contractor shall develop the brochures described in Section 40.120.3 regarding the launch of the QExA managed care program. The Contractor shall distribute the brochures for inclusion in enrollee and potential enrollee prescription drug refills during the month of July 2008.

40.130.2 *Distribution.* The Contractor shall distribute by the date specified in Section 60.120 up to 30,000 copies of the brochures to the Hawaii Medicaid pharmacy providers (which are approximately 212 in total) and other stakeholders as directed by the DHS. The recipients shall include but not be limited to those entities identified in Section 40.210.3.

40.140 Enrollment Digital Video Discs (DVDs)

40.140.1 *Development.* The Contractor shall develop an Enrollment DVD regarding the launch of the QExA managed care program. The DVD shall communicate the key issues related to the QExA managed care program, yet remain sufficiently brief so as to maintain the attention of enrollees and potential enrollees.

40.140.2 *Content.* The DVD shall explain the enrollment process, available health plans, and relevant factors for each enrollee or potential enrollee to consider in selecting a health plan. The Contractor's DVD shall use scenes of human interaction to communicate key information to enrollees and potential enrollees. The DVD shall provide maximum graphic/video examples to illustrate all critical program components (including the need to select a health plan and the availability of assistance). Additionally, the DVD shall also provide a detailed, graphic description that informs enrollees and potential enrollees about accessing health care services under the QExA managed care program.

- 40.140.3 *Application of Standards.* The Contractor's DVD shall reflect the standards in Section 40.110. The DVDs shall be available in the required languages and shall be professional in content. To the extent that the DVD shows speakers, the non-English versions shall include speakers of the respective language rather than simply dubbing the English-speaking presenters. For all language versions, the DVD should provide subtitle options for the hearing impaired. To the extent necessary, the Contractor may alter the content of the DVDs in order to render the messages in a more culturally sensitive manner to various subpopulations.
- 40.140.4 *Distribution.* The Contractor shall distribute by the date specified in Section 60.120 up to 1,000 copies of the DVD to stakeholders as directed by the DHS. The recipients shall include but not be limited to those entities identified in Section 40.210.3.
- 40.150 Radio Public Service Ads (PSAs)
- 40.150.1 *Development.* The Contractor shall develop at least four (4) different PSAs for radio of thirty (30) to sixty (60) seconds in length regarding the launch of the QExA managed care program. The Contractor shall develop the PSAs in anticipation that radio stations and other media will broadcast them from July 2008 to 90 days following the commencement of QExA health plan services. The Contractor shall provide each PSA in each of the languages specified in Section 40.110.6.
- 40.150.2 *Content.* The Contractor's PSAs shall briefly explain the QExA transition and/or communicate key information to enrollees and potential enrollees. The Contractor's PSAs shall emphasize the need to select a health plan and the availability of assistance from the Contractor. The Contractor shall ensure that at least one (1) of the PSAs has content that is appropriate for the Transition period; one (1) of the PSAs has content that is appropriate for the 90-day period following commencement of QExA health plan services; and one (1) of the PSAs is appropriate for use during Open Enrollment periods.

40.150.3 *Application of Standards.* The Contractor's PSAs shall reflect the standards in Section 40.110. The PSAs shall be available in the required languages and shall be professional in content. To the extent necessary, and as prior approved by the DHS, the Contractor may alter the content of the PSAs in order to render the messages in a more culturally sensitive manner to various subpopulations.

40.150.4 *Distribution.* The Contractor shall compile an exhaustive list of radio media representatives of stations that broadcast in the State. The Contractor shall provide the DHS with this list and a comprehensive distribution plan by the date specified in Section 60.120. The Contractor shall place particular emphasis on non-English radio media in its distribution plan. At the direction of the DHS, the Contractor shall distribute the PSAs to the contacts no later than the date specified in Section 60.120 and ensure that the PSAs are broadcast during the Transition period.

40.160 Website

40.160.1 *General Requirements.* The Contractor shall develop and maintain a website that contains electronic versions of the outreach and enrollment materials required under Section 40 and 50 of this Contract. The Contractor shall post these files in Portable Document Format (PDF) format.

40.160.2 *Language Accessibility.* Notwithstanding the general rule in Section 40.110.6, the Contractor may display English-only text content on this website. However, the Contractor shall provide a language block that refers users to the Contractor's Call Center telephone number (using each of the languages specified in Section 40.110.6). To the extent that this Contract requires the Contractor to develop outreach and enrollment materials in each of the languages specified in 40.110.6, the Contractor shall post all language versions of all documents on this website. The Contractor shall comply with all other requirements of Section 40.110 as applicable.

40.160.3 *Compliance with Section 508.* To ensure accessibility among persons with a disability, the Contractor's website shall comply with Section 508 of the

Rehabilitation Act of 1973 (29 U.S.C. 794d) and implementing regulations at 36 CFR 1194 Parts A-D.

40.160.4 *Proscribed Activity.* The Contractor shall not allow users of the website to complete or submit health plan selections using the website. Rather, the website shall direct users to use the paper plan selection form (as described in Section 50.230.10) or contact the Call Center.

40.160.5 *DHS Review.* The Contractor shall submit the text and screenshots of the website to the DHS for review and prior, written approval by the date specified in Section 60.120. However, the Contractor shall not re-submit to the DHS the outreach and enrollment materials that it plans to post on the website, provided that the DHS has already reviewed and approved these materials pursuant to this Contract.

40.200 Individual Stakeholder and Enrollee Education Campaign

40.210 Train-the-Trainer Seminars

40.210.1 *General Requirements.* The Contractor shall conduct no fewer than twelve (12) train-the-trainer sessions with stakeholder representatives. The Contractor shall conduct these sessions at locations on Oahu (leeward coast and other locations), Maui, Kauai, and East and West Hawaii.

40.210.2 *Content.* Using the materials discussed in Sections 40.120 and 40.140, the Contractor shall explain the QExA managed care program, the enrollment process, available health plans, and relevant factors for each enrollee or potential enrollee to consider in selecting a health plan. The goal for these train-the-trainer sessions is to empower attendees to assist enrollees with basic questions about:

- Differences between managed care and fee-for-service;
- Distinguishing features of the health plans;
- Access to services during and after QExA transition; and

- Availability of assistance in selecting a health plan.

40.210.3 *Identification of and Outreach to Stakeholders.* The Contractor shall compile a comprehensive list of social service providers and advocacy groups and religious, civic, and other community-based organizations that serve or target the QExA population. The Contractor's list shall include at least forty (40) private organizations and include the most active and/or prominent organizations on each Island. The Contractor's list shall also include the health care providers, health care provider associations, and public agencies specified by the DHS. The Contractor shall provide both this list (with individual contact information) and a detailed outreach plan to the DHS by the date specified in Section 60.120 for the prior, written approval of the DHS. At the direction of the DHS, the Contractor shall by the date specified in Section 60.120 make a good faith effort to contact each private organization on the DHS-approved list to enlist their support for and participation in the train-the-train seminar. Additionally, the Contractor shall work with the DHS to contact and coordinate with public agencies on the list.

For purposes of this section, "social service providers and advocacy groups" shall include but not be limited to providers of and advocates for homeless services, senior and disability services, and legal assistance services.

For purposes of this section, "public agencies" shall include but not be limited to the Hawaii Department of Health, Executive Office on Aging/Sage PLUS; Hawaii Department of Human Services, Social Services Division; Hawaii Public Housing Authority; County Offices on Aging; County Departments of Parks and Recreation (which operate senior service centers and other services).

For purposes of this section, "health care providers" shall include but not be limited to pharmacies; community mental health centers (CHMCs) and other mental health and substance abuse providers; home health agencies, day treatment providers, Residential Alternatives Community Care Program (RACCP) providers, Expanded Adult Residential Care Home (E-ARCH) providers, community care management agencies, community care foster family homes, (CCFFHs) and other

home- and community-based services (HCBS) providers; hospitals; nursing facilities, intermediate care facilities, and assisted living facilities; special treatment facilities; dialysis centers; and transportation providers.

40.210.4 *Coordination of Logistics.* The Contractor shall organize and coordinate all meeting planning and related logistics for the train-the-trainer seminars. The Contractor's tasks shall include securing the meeting spaces, issuing invitations, following up on invitees who have not responded, confirming attendance, and providing materials for attendees. Additionally, the Contractor shall coordinate its logistical planning and all changes thereto with the DHS in order to keep the agency informed and involved.

40.220 Availability of Materials

40.220.1 *General Requirements.* The Contractor shall supply stakeholders with sufficient quantities of outreach materials for distribution to enrollees and potential enrollees.

40.220.2 *Identification of and Outreach to Distribution Venues.* The Contractor shall compile a list of organizations and entities (including but not limited to the stakeholders listed in Section 40.210.3) that would be effective venues for the passive distribution of materials to enrollees and potential enrollees. The Contractor shall provide this list to the DHS with its comprehensive outreach plan, which is due on the date specified in Section 60.120.

For example, the Contractor may include a list of senior service centers that serve a high volume of QExA enrollees and potential enrollees; once the Contractor receives the permission of the respective center, the Contractor shall provide bulk quantities of brochures, etc. for distribution in waiting rooms, etc. The Contractor's list should target those organizations and entities that likely would have the most direct interaction (and therefore impact) on the QExA population.

40.220.3 *Distribution of Bulk Supplies.* At the direction of the DHS, the Contractor shall by the date specified in Section 60.120 deliver bulk quantities of materials to the distribution venues identified in Section 40.210.3. The Contractor shall monitor and replenish supplies as necessary, though it shall do so in a manner that poses no interruption or other disruption to the operations of any stakeholder. In addition, the Contractor shall provide any stakeholder the requested quantity of materials within three (3) business days of any such request.

40.230 Enrollee Group Education Seminars

40.230.1 *General Requirements.* The Contractor shall conduct no fewer than twelve (12) enrollee group education sessions. The Contractor shall conduct at least one session in each of the following locations: Oahu (leeward coast and other locations), Maui, Kauai, and East and West Hawaii.

40.230.2 *Contents.* Using the materials discussed in Sections 40.120 and 40.140, the Contractor shall explain the basics of managed care, the QExA enrollment process, available health plans, and relevant factors for each enrollee or potential enrollee to consider in selecting a health plan. The goal of these seminars is for attendees to know how to select a health plan, access care during the transition and in the new managed care system, and obtain assistance.

40.230.3 *Identification of and Outreach to Seminar Venues.* The Contractor shall compile a list of organizations and entities (including but not limited to the stakeholders listed in Section 40.210.3) that would be effective venues for the enrollee group education seminars. For example, the Contractor may include a list of public housing properties with a relatively high number of residents that are QExA enrollees and potential enrollees. The Contractor shall provide this list to the DHS with its comprehensive outreach plan, which is due on the date specified in Section 60.120. At the direction of the DHS, the Contractor shall by the date specified in Section 60.120 contact each entity and organization to enlist their support for and participation in the enrollee group education seminars.

40.230.4 *Coordination of Logistics.* The Contractor shall organize and coordinate all meeting planning and related logistics for the enrollee group education seminars. The Contractor's tasks shall include securing the meeting spaces, issuing invitations to enrollees and potential enrollees (and, as appropriate, to their families), following up on invitees who have not responded, confirming attendance, and providing materials for attendees. Additionally, the Contractor shall coordinate its logistical planning and all changes thereto with the DHS in order to keep the agency informed and involved.

SECTION 50 ENROLLMENT COUNSELING

This section details the Contractor's responsibility to develop and deliver enrollment materials (including a New Enrollment Package) and enrollee notices. It also details the extensive scope of the Contractor's enrollment counseling responsibilities. Finally, it describes the related administrative requirements, which include the operation of a Call Center and provision of community-based enrollment counselors.

50.100 Enrollment Materials

50.110 Standards

The Contractor shall develop and produce enrollment materials as specified in this section. Unless otherwise specified, the requirements of Sections 40.110 shall apply to the Contractor's enrollment materials (including but not limited to all of the notices described in this section).

50.120 New Enrollment Package

50.120.1 *General Requirements.* The Contractor shall develop a New Enrollment Package to be issued to each new enrollee and potential enrollee.

50.120.2 *Contents.* The New Enrollment Package shall include the following:

- Welcome Letter (described in Section 50.120.3);
- Decision Assistance Booklet (described in Section 40.120.2);
- Enrollment Application Form (described in Section 50.120.4), provided that no health plan has reached its enrollment cap;
- FAQs (described in Section 40.120.4), unless the Contractor incorporated these into the Decision Assistance Booklet; and
- Enrollment DVDs (described in Section 40.140).

At the direction of the DHS, the Contractor shall also include one or more of the brochures described in 40.120.3.

50.120.3 *Welcome Letter.* The Contractor shall develop a Welcome Letter, which will be addressed to individual enrollees and potential enrollees. The Welcome Letter shall include:

- A brief description of QExA;
- The deadline for making a health plan selection;
- The names of the persons in the household required to select a health plan;
- The Contractor's telephone Call Center number to call for individual assistance;
- A description on how the enrollee or potential enrollee can schedule an in-person appointment for assistance;
- An explanation that oral interpretation/translation services are available free of charge in any language and enrollment materials are also available in the languages specified in Section 40.110.6 and in the alternative formats discussed in Section 40.110.8;
- A statement that enrollment materials are available in alternative formats, including audiotapes and large print; and
- Statement that enrollees and potential enrollees can (1) watch the enclosed DVD and share it with neighbors and relatives; and (2) keep the DVD.

The Contractor shall submit the Welcome Letter to the DHS for review and approval by the date specified in Section 60.120.

50.120.4 *Enrollment Application Form.* The Contractor shall develop a one-page Enrollment Application Form on which enrollees and potential enrollees may list their health plan selections in rank order. The Enrollment Application Form shall include fields for enrollee's (or potential enrollee's) name, signature and date; the form shall also include fields for the name, signature, date, and affiliation of assister (if assistance provided by healthcare provider, etc.). The Contractor shall submit the Enrollment Application Form template to the DHS for review and approval by the date specified in Section 60.120.

50.130 Routine Enrollee Correspondence

50.130.1 *Confirmation Notice.* The Contractor shall develop a Confirmation Notice template for use by the DHS. This notice will be addressed to individual enrollees and potential enrollees and will confirm each enrollee or potential enrollee's health plan selection. The Confirmation Notice shall contain these minimum contents:

- The name of the enrollee or potential enrollee;
- The name of the selected health plan and health plan Member Services telephone number;
- The effective enrollment date into the health plan;
- The process and timeframe for changing the health plan selection;
- A notice that the health plan will issue a membership card;
- The Contractor's Call Center telephone number; and
- A reminder that the enrollee or potential enrollee should complete the annual Medicaid redetermination (or recertification/renewal) with BESSD or the DHS.

The Contractor shall submit the Confirmation Notice to the DHS for review and approval by the date specified in Section 60.120.

50.130.2 *Reminder Notice.* The Contractor shall develop a Reminder Notice template for use by the DHS. This notice will be addressed to potential enrollees and will remind those who have not affirmatively selected a health plan to do so. The notice shall invite potential enrollees to select a health plan by the stated deadline; it shall also prominently display the Call Center's purpose, toll-free number and hours of operation.

The Contractor shall submit the Reminder Notice to the DHS for review and approval by the date specified in Section 60.120.

50.130.3 *Auto Assignment Notice.* The Contractor shall develop an Auto-Assignment Notice template for use by the DHS. This notice will be addressed to enrollees and

potential enrollees who did not affirmatively select a health plan by the deadline. The Auto-Assignment Notice shall contain the following:

- The name of the enrollee(s) or potential enrollee(s) automatically assigned to a health plan;
- An explanation of why the auto-assignment was performed i.e., failure to select a health plan within the required time;
- The health plan name and health plan Member Services telephone number;
- The effective enrollment date in the health plan;
- A notice that the health plan will issue a membership card;
- The Contractor's call center telephone number;
- A statement that the enrollee can change plans without cause for during the 90-day grace period; and
- A reminder that the enrollee or potential enrollee should complete the annual Medicaid redetermination (or recertification/renewal) with BESSD or the DHS.

The Contractor shall submit the Auto-Assignment Notice to the DHS for review and approval by the date specified in Section 60.120.

50.130.4 *Disenrollment Notice.* The Contractor shall develop a Disenrollment Notice template for use by the DHS. At a minimum, the notice shall specify:

- Name of the enrollee(s) who is disenrolled;
- Health plan from which the enrollee disenrolled;
- Effective date of the disenrollment;
- Reason for the disenrollment; and
- Contractor's Call Center telephone number for inquiries.

The Contractor shall submit the Disenrollment Notice to the DHS for review and approval by the date specified in Section 60.120.

50.130.5 *Denial of Disenrollment Request.* The Contractor shall develop a Notice of Denial of Disenrollment Request for use by the DHS. This notice will be addressed to enrollees that are ineligible to disenroll from their health plan. At a minimum, the notice shall specify:

- Name of the enrollee(s) who requested disenrollment;
- Health plan from which the enrollee requested disenrollment;
- Stated reason for the enrollee's request;
- Reason for the denial of the request;
- Contractual or other basis for the denial; and
- Appeal procedures and contact information at the DHS.

The Contractor shall submit the Notice of Denial of Disenrollment Request to the DHS for review and approval by the date specified in Section 60.120.

50.130.6 *Open Enrollment Notice.* The Contractor shall develop a template Open Enrollment Notice for use by the DHS. This notice shall explain the enrollee's option to change health plans during Open Enrollment, and it shall outline the procedure and deadline for doing so. It shall also refer enrollees to contact the Contractor's Call Center with any questions. The Contractor shall submit each year a draft notice to MQD for review and approval by the date specified in Section 60.120.

50.140 Mailing Responsibilities

50.140.1 *General Requirements.* The DHS mailing vendor will have responsibility for mailings described in Sections 50.120 (New Enrollment Package) and 50.130 (Routine Enrollee Correspondence). The Contractor shall have the responsibility for ensuring that the DHS mailing vendor has sufficient outreach and enrollment materials on hand for the required mailings. The Contractor shall be responsible for mailing all other mailings (e.g., the Complaint Resolution Notice as described in 50.620.4).

50.140.2 *Assembly and Mailing.* For mailings described in Sections 50.120 (New Enrollment Package) and 50.130 (Routine Enrollee Correspondence), the Contractor shall deliver bulk enrollment materials to the DHS mailing vendor for distribution to

individual enrollees and potential enrollees. With respect to New Enrollment Packages as described in Section 50.120, the DHS mailing vendor shall have the responsibility to collate materials and assemble the enrollee packets. The Contractor shall not be liable for the costs of assembly or mailing of these materials to individual enrollees or potential enrollees.

- 50.140.3 *Envelopes and Stationery.* The State shall provide letterhead stationery and envelopes for the mailing of official notices. For all other mailings, the Contractor shall provide and/or use stationery and mailing envelopes that are distinct and cheerful. The Contractor's envelopes shall not resemble billing, collection, or overdue notices. In addition, the Contractor's envelopes shall not identify the addressees as Medicaid enrollees.
- 50.140.4 *Timeframe for Delivery to Mail Vendor.* The Contractor shall deliver all materials to the DHS mailing vendor at least fifteen (15) days prior to the date as specified in Section 60.120. For bulk materials, the Contractor shall monitor and replenish supplies at the DHS mailing vendor as necessary, though it shall do so in a manner that poses minimal interruption or other disruption to The DHS mailing vendor. In addition, the Contractor shall provide The DHS mailing vendor the quantity of requested materials within fifteen (15) days of any such request.
- 50.140.5 *Complaint Resolution Notice.* The Contractor shall, in accordance with Section 50.620.5, mail the Complaint Resolution Notice directly to the enrollee or potential enrollee. The Contractor shall also maintain a copy of this correspondence in an indexed master log (e.g., in Microsoft Excel), which the DHS may review upon request.
- 50.140.6 *Ad hoc Correspondence.* The Contractor may correspond directly with enrollees and potential enrollees on an *ad hoc* basis when pre-printed notices and mailing may not be appropriate for the circumstances in question. This may include thank you letters, follow-up letters, or response letters to individual inquiries. The Contractor shall maintain a copy of this correspondence in an indexed master log (e.g., in Microsoft Excel), which the DHS may review upon request.

50.150 Returned Mail

50.150.1 *General Requirements.* Within three (3) business days of receipt of mailings returned by the U.S. Postal Service as undeliverable, the Contractor shall attempt to contact the enrollee or potential enrollee by telephone to obtain a correct mailing address.

50.150.2 *Processing Return Service Requests.* Consistent with Section 40.110.9, the Contractor shall use the "Return Service Requested" endorsement on mailings and its own address as the return mailing address. The Contractor shall develop and implement a system to process the new address information, resend the correspondence to the updated address within three (3) business days, and communicate the updated address information to the DHS in writing and in a manner prescribed by the agency.

50.150.3 *Contact Efforts.* The Contractor shall also attempt to process returned mail that has no updated or forwarding address information from the U.S. Postal Service. If the telephone number is working, the Contractor shall make at least three (3) good faith attempts on separate days and at different times to contact the enrollee or potential enrollee. At each attempted contact, the Contractor shall make a good faith effort to obtain updated contact information for the enrollee or potential enrollee by checking the HPMMIS for updated information and searching for more up-to-date information in the telephone book and other sources. Also:

- If HPMMIS has a nursing home code for the enrollee or potential enrollee, then the Contractor shall contact the facility (or contact the DHS in the case of HCBS waivers) to obtain updated contact information; and
- If HPMMIS has a special program code indicating that the customer receives mental health services from AMHD or CAMHD, then the Contractor shall contact DOH to obtain more up-to-date contact information.

The Contractor shall make such contacts and complete all related follow up within four (4) business days.

- 50.150.4 *Suspension of Mailings.* The Contractor may stop all further mailings for enrollees for whom the U.S. Postal Service returns mail until either (a) HPMMIS reports updated contact information for the enrollee or potential enrollee or (b) the Contractor successfully reaches the enrollee or potential enrollee and obtains updated contact information.
- 50.150.5 *Referral to the DHS Customer Service Branch (CSB).* If successful in reaching the enrollee or potential enrollee, the Contractor shall encourage him or her to contact the DHS to report any updated contact information. The Contractor shall clarify with the enrollee or potential enrollee that he or she must contact the CSB with the updated contact information in order for the agency and the health plan to have updated information. In addition, the Contractor shall record the updated contact information and forward this within one (1) business day to the CSB using the form designated by the DHS.
- 50.150.6 *Tracking and Reporting.* With respect to returned mail described in Sections 50.150.2 and 50.150.3, the Contractor shall forward within one (1) business day the correspondence to the CSB if the Contractor is unsuccessful in locating the enrollee or potential enrollee or finding updated contact information for him or her. The Contractor shall note which pieces of returned correspondence are associated with enrollees for whom HPMMIS reflects a nursing home code or special program code.
- 50.160 Processing Mail-In and Faxed Forms
- 50.160.1 *Review for Completeness.* The Contractor shall review all returned Enrollment Application Forms for completion. Upon receipt of an incomplete Enrollment Application Form, the Contractor shall conduct outreach and follow-up as described in Section 50.150.3.

- 50.160.2 *Ineligible Persons.* The Contractor shall within one (1) business day of receipt of the Enrollment Application Form report to the DHS any persons listed on the Form who appear to be ineligible for QExA.
- 50.160.3 *Processing Timeframe.* The Contractor shall process and enter the health plan selection information within three (3) business days of receipt of the Enrollment Application Form.
- 50.160.4 *Change to Contact Information.* The Contractor shall forward any updated contact information for enrollees and potential enrollees within one (1) business day to the CSB using the form designated by the DHS.
- 50.160.5 *Website Use.* The Contractor shall **not** accept Enrollment Application Forms through its website, which is described in Section 40.160.

50.200 Counseling Process

50.210 Standards

- 50.210.1 *General Requirements.* The Contractor shall provide unbiased, non-discriminatory enrollment assistance to enrollees and potential enrollees over the telephone and in person.
- 50.210.2 *Confidentiality.* Consistent with Section 71.100, the Contractor shall develop, adopt, and implement standards to safeguard the privacy and confidentiality of all information about enrollees and potential enrollees. For example, the Contract shall ensure that it does not have completed forms sitting in public view, left in unsecure boxes or files, or left unattended in any off-site location (e.g., in an automobile, etc.). The Contractor's procedures shall include but not be limited to safeguarding the identity of enrollees and potential enrollees as Medicaid beneficiaries, ensuring the privacy of enrollment counseling sessions, and preventing the unauthorized disclosure of information.

50.210.3 *Authorized Representatives.* Consistent with the confidentiality requirements in Section 50.210.2 and 71.100, the Contractor shall not disclose any information about the enrollee or potential enrollees unless (a) such information is strictly necessary to resolve the issue or concern under discussion and (b) the person has adequate permission or legal authority to review such information.

50.220 Access and Scheduling

50.220.1 *General Requirements.* Enrollees and potential enrollees shall be able to access individual enrollment counseling over the phone by calling the Contractor's Call Center. Additionally, enrollees and potential enrollees shall be able to schedule face-to-face enrollment sessions (in community venues or in-home) by contacting the Contractor's Call Center. The Contractor shall have a sufficient number of enrollment counselors to enable it to adhere to the required timeframes in this subsection.

50.220.2 *Face-to-Face Counseling: Community Venues.* The Contractor shall schedule a mutually-convenient appointment at a community venue (as described in Section 50.420) to take place within three (3) business days of the request from an enrollee or potential enrollee.

50.220.3 *Face-to-Face Counseling: In-Home.* The Contractor shall provide an appointment for a face-to-face, in-home counseling session (as described in Section 50.430) to take place within five (5) business days of the request from an enrollee or potential enrollee.

50.220.4 *Language Access and Access for Hearing-Impaired.* Consistent with the requirements of Section 50.310.4 and 50.310.5, the Contractor shall make all arrangements to have a Contractor-provided interpreter available as necessary. The Contractor shall schedule such sessions within the same timeframes specified in this subsection.

50.230 Operating Procedures

- 50.230.1 *General Requirements.* Regardless of venue (i.e., whether via telephone or face-to-face), the Contractor shall adhere to the following procedures when conducting enrollment counseling.
- 50.230.2 *Confirming Identity.* At each contact or encounter, the Contractor shall confirm the identity, address, and telephone number for each enrollee or potential enrollee requesting assistance. If the enrollee or potential enrollee reports address or telephone information different than that in HPMMIS, then the enrollment counselor shall clarify with the enrollee or potential enrollee that he or she must contact the CSB with the updated contact information in order for the agency and the health plan to have updated information. In addition, the Contractor shall record the updated contact information and forward this within one (1) business day to the CSB using the form designated by the DHS.
- 50.230.3 *Authorized Representatives.* Consistent with Section 50.210.3, the enrollment counselor shall confirm that an individual claiming to be an authorized representative actually has the permission of the enrollee or potential enrollee. To the extent possible, the Contractor shall confirm with the enrollee or potential enrollee (in private, without the presence and influence of any other parties) that the individual in question is his or her authorized representative before proceeding; the enrollment counselor should note this fact in the DHS-prescribed paper form. If the enrollee or potential enrollee is unavailable, the Contractor shall confirm the identity of a *bona fide* authorized representative using The DHS protocol.
- 50.230.4 *Special Populations.* The enrollment counselor shall confirm that the enrollee or potential enrollee is eligible for the QExA managed care program. If the caller is requesting an appointment for face-to-face counseling, the Call Center shall clarify the following issues prior to scheduling the appointment:
- For Medically Needy with Spenddown, the enrollment counselor shall explain the “pay-in” option and refer the potential enrollee to the DHS for additional information.

- For ICF-MR residents and DD/MR Waiver enrollees, the enrollment counselor shall clarify that the enrollee or potential enrollee will continue to receive certain services through the fee-for-services system during and after the implementation of the QExA managed care program.
- For participants in the State of Hawaii Organ and Transplant Program (SHOTT), the enrollment counselor shall clarify that they are ineligible for the QExA managed care program and will continue to receive all services covered by the SHOTT through the fee-for-service system.
- For persons who receive mental health services from DOH, the enrollment counselor shall clarify that the enrollee or potential enrollee shall continue to receive those services via DOH during and after the implementation of the QExA managed care program.

50.230.5 *QExA Program.* The Contractor's enrollment counselors shall provide detailed information and respond to enrollee queries regarding the concept of QExA managed care, the scope of covered benefits under the QExA managed care program (e.g., transportation, home- and community-based services); health plan provider networks (e.g., primary care providers (PCPs), pharmacies, specialists, hospitals, home health agencies); and home- and community-based service offerings through the health plans.

50.230.6 *Medicare.* The Contractor's enrollment counselors shall provide detailed information regarding the relationship to and coordination between (a) the QExA managed care program and (b) Medicare fee-for-service, Medicare Advantage plans, Medicare Part D prescription drug plans, and related commercial and other insurance (e.g., Medi-Gap, etc.).

50.230.7 *Third Party Liability (TPL).* If the enrollee or potential enrollee indicates that he or she has Medicare or other third party insurance, the Contractor shall confirm that HPMMIS reflects this information. If the enrollee or potential enrollee reports new or different TPL information than that in HPMMIS, then the enrollment counselor shall

clarify with the enrollee or potential enrollee that he or she must contact the CSB with the updated contact information in order for the agency and the health plan to have updated information. In addition, the Contractor shall record the updated contact information and forward this to the CSB using the form designated by the DHS.

At all times, the Contractor shall reassure the enrollee or potential enrollee that they still remain eligible for QExA managed care even if they have Medicare or other coverage. In all instances, the Contractor shall reinforce to the enrollee that having third party coverage is to the advantage of the enrollee or potential enrollee.

50.230.8 *Capped Plans.* If a health plan has reached the maximum enrollment level or “cap” as described in Section 30.230, then the enrollment counselor shall advise the enrollee or potential enrollees that only one health plan is open for new enrollees.

50.230.9 *Exemption Requests.* The Contractor shall treat any request for an exemption from mandatory enrollment in a QExA health plan from an enrollee and potential enrollee as a request for disenrollment. The Contractor shall process such requests in accordance with Section 50.260.

50.230.10 *Plan Selection Record.* The Contractor shall develop a one-page Plan Selection Record template to record the plan selection and other relevant information for the enrollees and potential enrollees that the Contractor counsels. At the conclusion of the counseling sessions, the Contractor’s enrollment counselor shall note the health plan selection of the enrollee or potential enrollee on the DHS-approved paper form. The enrollment counselor should then reconfirm the marked plan choice with the enrollee or potential enrollee. The enrollment counselor shall then attest to the accuracy of the information by signing and dating the form.

The Contractor shall submit the Plan Selection Record template to the DHS for review and approval by the date specified in Section 60.120.

50.230.11 *Data Entry.* For all plan selections received during phone-based or community-based enrollment counseling sessions, the Contractor shall enter the health plan

selection into the system provided by the DHS within one business day. The Contractor shall also supply copies of all plan selection forms to the DHS twice per month on a schedule provided by the DHS.

Absent explicit, case-specific guidance from the State, the Contractor shall **not** use retroactive effective dates.

50.240 Referrals

50.240.1 *General Requirements.* The enrollment counselors shall be able to provide referrals as needed. To this end, the enrollment counselors shall be familiar with the DHS program as well as the structure and contacts within MQD and other divisions of the DHS.

50.240.2 *Complaints and Grievances.* The Contractor shall refer disenrollment requests to the DHS as appropriate and in accordance with Section 50.260. The Contractor shall resolve complaints related to enrollment or disenrollment according to Section 50.600. The Contractor shall immediately refer enrollees with any other complaints or grievances to their respective health plans.

50.240.3 *External Referrals.* The Contractor's enrollment counselors shall be able to refer non-QExA inquiries to the appropriate entities. Specifically, enrollment counselors shall be able to identify and correctly refer inquiries regarding the following issues:

- Medicaid eligibility (QUEST, QExA, QUEST-Net, Quest-ACE);
- Medicare Special Savings Program questions (e.g., premium deductions and cost-sharing issues), particularly as they related to deductions from Social Security payments;
- Medicare (including Parts A, B, C, and D), including both Medicare fee-for-service and Medicare Advantage plans and prescription drug plans;
- Social Security payments (particularly the Social Security retirement, disability, and Supplemental Security Income (SSI) programs); and
- Food Stamps and cash assistance questions.

50.250 Outbound Counseling Contacts

- 50.250.1 *General Requirements.* The Contractor shall initiate outbound counseling contacts for each potential enrollee that has not selected a health plan. In this way, the Contractor shall maximize the likelihood that the potential enrollee is familiar with QExA managed care and has the opportunity to select a health plan. Given the volume of needed calls during the Transition period, the Contractor shall be prepared to make calls during evening and weekend hours.
- 50.250.2 *Procedures.* The Contractor develop shall develop procedures and scripts for conducting outbound contacts. The Contractor shall submit these materials to the DHS for review and approval by the date specified in Section 60.120. Once approved by the DHS, the Contractor shall incorporate these procedures in the Interview Guide described in Section 50.530.2.
- 50.250.3 *Initiation.* During the Transition period, the Contractor shall attempt the first outbound counseling contact thirty (30) days after mailing the New Enrollment Package. Thereafter, the Contractor shall attempt the first outbound counseling contact ten (10) days after mailing the New Enrollment Package.
- 50.250.4 *Completion.* If the telephone number reported in HPMMIS for the enrollee or potential enrollee is working, the Contractor shall make at least three (3) good faith attempts on separate days and at different times to contact the enrollee or potential enrollee. The Contractor shall make all such contacts within five (5) business days of initiating the first attempt.
- 50.250.5 *Effect of Enrollment Cap.* The Contractor shall modify its script for outbound counseling contacts if and when one of the health plans reaches its enrollment cap. Thereafter, the Contractor shall focus on educating potential enrollees about managed care during these outbound contacts.
- 50.250.6 *Targeting during Transition Period.* The Contractor shall use GeoMapping or conduct analyses of response rates by ZIP codes to determine areas of higher

concentration of potential enrollees who have not chosen a plan. The Contractor shall prioritize these areas for outbound counseling contacts and additional outreach efforts.

50.260 Disenrollment

50.260.1 *General Requirements.* The Contractor shall follow the provisions of this subsection except during the Open Enrollment period. For enrollees who are subject to the 90-day grace period as described in Section 30.210.7, the Contractor shall process the plan change requests in accordance with that section. For enrollees who are **not** subject to the 90-day grace period, the Contractor shall refer to the State all disenrollment requests from enrollees within one (1) business days of receiving the request. The Contractor shall track the start and end date of each enrollee's enrollment to determine whether good cause is required for the enrollee to change health plans.

50.260.2 *Reporting.* The Contractor shall compile a list of disenrollment requests during the preceding month and forward this to the DHS within five (5) business days after the end of the month.

50.260.3 *Assistance.* The Contractor shall provide assistance to enrollees in completing any required written requests to the State for plan disenrollments.

50.270 Open Enrollment

50.270.1 *General Requirements.* The Contractor shall assist the DHS with the Open Enrollment period as described in Section 30.220. This shall include but not be limited to expanding capacity and staff as needed to adhere to the Call Center performance requirements in Section 60.300 and to conduct the outreach described in this section.

50.270.2 *Procedure.* The Contractor shall inform **all** enrollees who contact the Call Center during the Open Enrollment period that, if the enrollee does not elect to change health plans during the Open Enrollment period, then the enrollee shall remain in his

or her current health plan for the forthcoming twelve (12) months. Additionally, the Contractor shall clarify that, if the enrollee does change health plans under the Open Enrollment provisions, the effective date of the change shall be as described in Section 30.220.

50.270.3 *Special Circumstances.* In the event that a temporary loss of eligibility (a period of less than sixty (60) days) caused an enrollee to miss the Open Enrollment period, the Contractor shall enroll the potential enrollee in the health plan in which he or she was enrolled prior to the loss of eligibility. The enrollee shall have ninety (90) days to disenroll without cause.

50.270.4 *Outreach.* The Contractor shall begin advising enrollees about the upcoming Open Enrollment by April 15th of each year. The Contractor shall supplement the required Open Enrollment notice described in Section 50.130.6 with other outreach and educational efforts. These efforts shall include but not be limited to the following:

- Contacting the stakeholders identified through the activities described in Sections 40.210.3 and 40.230.3;
- Conducting stakeholder train-the-trainer and enrollee group education seminars as described in Section 40.210 and 40.230;
- Distributing informational materials in a manner similar to that as described in Section 40.220; and
- Distributing relevant radio PSAs described in Section 40.150 to media with sufficient lead time to secure air time for these public service messages.

At The DHS direction, the Contractor shall submit an Open Enrollment Outreach Plan to the DHS for review and comment on or before February 17, 2009.

50.300 Call Center

50.310 Standards

50.310.1 *General Requirements.* The Contractor shall operate a Call Center with a dedicated, toll-free contact number (the same dedicated number for all islands). The Contractor's Call Center shall have dedicated enrollment counselors to respond to inquiries from enrollees and potential enrollees.

50.310.2 *Location.* The Contractor's Call Center and dedicated Call Center enrollment counselors shall be located in the State of Hawaii.

50.310.3 *Hours of Operations.* The Contractor's Call Center shall accept calls, at a minimum, from 8:00 a.m. to 5:00 p.m. HST Monday through Friday except on Hawaii State Holidays. In addition, the Contractor shall remain open 8:00 a.m. to 5:00 p.m. HST on Saturday, August 2, 2008.

50.310.4 *Language Accessibility.* In addition to the requirements for bilingual and poly-lingual enrollment counselors in Section 50.510.2, the Contractor shall provide free oral translation and interpreter services in all non-English languages to enrollees and potential enrollees with limited English proficiency (LEP). To this end, the Contractor shall secure real-time access to a telephonic translation service. Additionally, the Contractor shall allow both LEP and hearing-impaired enrollees or potential enrollees to schedule community-based enrollment counseling sessions with a Contractor-provided interpreter.

The Contractor shall **not** permit family members, especially minor children, or friends to provide oral translation and interpreter services, unless specifically requested by the enrollee.

50.310.5 *Access for Hearing Impaired.* The Contractor's Call Center shall be equipped with TDD (Telephone Device for the Deaf) or TTY (Teletype) in order to serve the hearing impaired population. Additionally, the Contractor shall allow hearing-impaired

enrollees or potential enrollees to schedule face-to-face enrollment counseling sessions with a Contractor-provided American Sign Language interpreter present.

50.320 Telecommunications Technology

50.320.1 *General Requirements.* The Call Center shall have call management systems and communications infrastructure that can process (a) up to 1,000 calls per day during the Transition period and periods of surge activity; and (b) up to 200 calls per day during “steady-state” (i.e., non-surge) operations.

50.320.2 *Scalability.* The Contractor’s call management systems shall be scalable and flexible so they can be adapted as needed, within negotiated timeframes where applicable, in response to program or enrollment changes. In particular, the Contractor should have adequate capacity to handle likely “surges” of call volume during the following events:

- Transition Period;
- Initial Implementation Period;
- Open Enrollment period (May and June);
- Medicare annual open enrollment for Parts D (November 15th to December 31st);
- Medicare annual open enrollment for Parts A and B (November 15th to March 31st);
- Medicare annual open enrollment for Part C-Advantage plans (January 1st to March 31st); and
- Social Security COLA, Civil Service Retirement Benefits OLA, and Hawaii State Retirement System COLA mailings.

50.320.3 *Caller Identification.* The Contractor’s call management systems shall be equipped with caller identification.

50.320.4 *Greeting.* The Contractor’s call management systems shall provide greeting messaging when necessary. The Contractor may play music for the callers while

- they are on hold. Unless approved in advance and in writing by the State, the Contractor shall not play advertising or informational messages for callers while they are on hold. Additionally, the Contractor's systems shall provide a message that notifies callers that calls may be monitored by the Contractor and the DHS for quality control purposes.
- 50.320.5 *Call Management.* The Contractor's call management systems shall facilitate the processing of all calls received and assign incoming calls to available enrollment counselor in an efficient manner. The system shall transfer calls to other telephone lines as necessary and appropriate.
- 50.320.6 *Introductory Prompts.* The Contractor may use an automated interactive voice response (IVR) system for managing inbound calls, provided that the caller always has the ability to speak with an enrollment counselor rather than continue through additional prompts.
- 50.320.7 *Voicemail Option.* The Contractor shall have voice-mail capabilities such that Callers can record messages after business hours or when all Call Center enrollment counselors are occupied tending to other callers. The Contractor shall return all calls by the end of the following business day.
- 50.320.8 *Outbound Calls.* The Contractor shall have the ability to make outbound calls without interrupting the ability of callers to continue to access the Call Center. Consistent with Section 50.310.4, the Contractor's call management systems shall support the availability of real-time oral translation and interpreter services such that callers will not have to end a call and initiate another call to access such services.
- 50.320.9 *Monitoring.* The Contractor shall have the ability to allow third parties to monitor calls from a remote location. Additionally, the Contractor's system shall be able to record calls for monitoring.
- 50.320.10 *Call Logs.* The call management system shall enable the logging of all calls, including:

- The caller's identifying information (e.g., Medicaid ID);
- The call date and time;
- The caller's language;
- The reason for the call;
- The caller's health plan at the beginning of the call;
- The caller's health plan (if different) at the end of the call (or will be, pending any requested change that the Contractor is empowered to make);
- The Call Center enrollment counselor that handled the call; and
- The resolution of the call.

The call management systems shall maintain a history of adds, deletes and changes to the aforementioned data elements for performance management, quality management and audit purposes. This history will contain the actual Information, a date/time stamp that corresponds to when the add, delete or change was made, the origin of the data management transaction (the DHS and/or one of its Agent(s), the Customer, etc.) and the Contractor resource that processed the transaction. The history shall be maintained for a minimum of two (2) years.

50.320.11 *Data Collection.* The Contractor's call management systems shall have the ability to provide hourly analysis of the quantity, length, and types of calls received, average wait time, Blocked Calls and Abandoned Calls.

50.400 Community-Based Counseling

50.410 Standards

50.410.1 *General Requirements.* The Contractor shall offer enrollees and potential enrollees the opportunity to have face-to-face meetings with enrollment counselors as described in Section. The Contractor shall supplement these community-based enrollment counseling activities with facility sweeps as described in Section 50.440.

50.410.2 *Safety and Supervision.* The Contractor shall develop safeguards, including the issuance of cell phones, in order to maintain the safety of community-based enrollment counselors. The Contractor shall also provide adequate supervision of community-based enrollment counselors. As part of its Policies and Procedures Manual described in Section 50.530.3, the Contractor shall submit a plan to supervise community-based enrollment counselors to the DHS by the date specified in Section 60.120.

50.410.3 *Procedures.* To the maximum extent possible, the Contractor shall abide by the standards in Section 50.210 and follow the operating procedures outlined in Section 50.230 when providing community-based enrollment counseling. If the community-based enrollment counselor does not have Internet access when conducting a counseling session, then the enrollment counselor shall bring a case summary in order to verify identity, address, telephone number, etc. In such circumstances, the enrollment counselor shall also bring up-to-date copies of all relevant materials (including the most recent copies of each health plan's provider directory) to the meeting.

50.410.4 *Confidentiality.* Consistent with the confidentiality requirements in Section 50.210.2 and 71.100, the Contractor shall ensure that the community access points have adequate privacy for enrollees and potential enrollees. The Contractor shall further ensure that the access points, automobiles, etc. are in no way designated with "Medicaid," "Department of Human Services" or other identifying mark or designation that would reveal the eligibility status of an enrollee or potential enrollee.

50.420 Community Venues

50.420.1 *General Requirements.*

The Contractor shall provide real-time, actual face-to-face counseling with community-based enrollment counselors and enrollees or potential enrollees at designated community venues.

50.420.2 *DHS and BESSD/First-to-Work Centers.*

The Contractor shall offer enrollees or potential enrollees the option to have a face-to-face appointment with an enrollment counselor at any of the eight MQD eligibility offices or any of the 20 BESSD offices and first-to-work centers.

50.420.3 *Community Venues.*

The Contractor shall provide enrollees or potential enrollees with the option to have face-to-face counseling at a sufficient number of community access points throughout the State. Such access points may include the offices of organizations listed in Section 40.210.3. The Contractor shall develop a draft list of designated community venues and submit this list by the date specified in Section 60.120 to the DHS for prior, written approval. At the direction of the DHS, the Contractor shall then negotiate and execute agreements with these venues in order to secure access to their facilities on an ad hoc basis for face-to-face enrollment counseling sessions.

For purposes of this subsection, a “sufficient number of community access points” shall include access to venues (other than the DHS eligibility offices described in 50.420.2) in all cities and on each Island. In addition, the Contractor shall ensure access to multiple venues (other than the DHS eligibility offices described in 50.420.2) in Oahu (leeward coast and other locations), Maui, Kauai, and East and West Hawaii.

50.430 In-Home Meetings

50.430.1 *General Requirements.*

The Contractor shall provide real-time, actual face-to-face counseling with community-based enrollment counselors to enrollees and potential enrollees in the homes of the enrollees and potential enrollees.

50.430.2 *No Unannounced Visits.*

The Contractor shall make no unannounced visits to enrollees or potential enrollees without the prior, written approval of the DHS.

50.440 Facility Sweeps

50.440.1 *General Requirements.* At the direction of the DHS and with the permission of the respective venue, the Contractor shall conduct individual enrollment counseling sessions for enrollees and potential enrollees at the Hawaii Public Housing Authority properties that primarily served the ABD population, homeless shelters, nursing facilities, assisted living facilities, intermediate care facilities, Residential Alternatives Community Care Program (RACCP) providers, hospitals, Continuing Care Foster Family Homes (CCFFH), Expanded Adult Residential Care Home (E-ARCH) providers, residential services providers, and special treatment facilities.

50.440.2 *Targeted Approach.* The Contractor shall develop a list of at least 30 providers and other organizations for which it plans to dedicate at least one-half day to conduct onsite, face-to-face enrollment counseling. The Contractor shall submit this list to the DHS by the date specified in Section 60.120. At the direction of the DHS, the Contractor shall coordinate with the providers and other organizations to issue invitations to these events to QExA-eligible residents (and their families, authorized representatives, etc.).

50.500 **Staffing, Staff Training and Resources**

50.510 Staffing

50.510.1 *General Requirements.* The Contractor shall provide and maintain qualified personnel and staffing to provide the deliverables and services in accordance with the RFP, the Contractor's proposal and this Contract.

50.510.2 *Communication and Language.* The Contractor's staff shall be "culturally competent" (i.e., respectful of health-related beliefs, communication styles, cultural values, behaviors and attitudes) of enrollee and potential enrollees. Additionally, the Contractor shall have an adequate number of enrollment counselors who are able to communicate effectively with the QExA population, including enrollment counselors who speak two or more of the languages specified in Section 40.110.6.

50.510.3 *Qualifications.* The Contractor shall ensure that all persons, including independent Contractors, subcontractors and consultants assigned by it to perform under the Contract, shall be employees or formal Agents of the Contractor and shall have the credentials necessary (i.e., licensed, and bonded, as required) to perform the work required herein. In addition, the Contractor shall ensure that all persons assigned by it to perform work under the Contract shall be fully qualified, as required in the RFP and specified in the Contractor's proposal and in this Contract, to perform the services required herein. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work hereunder.

For its work under this Contract, the Contractor shall employ no employees or contract with subcontractors that are on the Office of Inspector General (OIG) exclusions list unless the Contractor receives prior, written approval from the DHS.

50.510.4 *Staffing Plan.* As part of its Project Implementation Plan described in Section 60.110, the Contractor shall submit to the DHS for review and approval a detailed staffing plan. The staffing plan shall provide staffing estimates for all functions and requirements of the Contract, including:

- Enrollment counselors, both those serving in the Call Center and in community-based venues;
- Enrollment counselor supervisory staff; and
- Technical Staff, who shall be responsible for resolving data quality issues and for compiling and analyzing required reports. Technical staff shall be responsible for supporting Contractor's Information Technology within its Span of Control.

The Contractor shall submit to the DHS its Staffing Plan with its Project Implementation Plan by the date specified in Section 60.120.

50.510.5 *Key Personnel.* The Contractor shall recruit, hire and retain employees for the following positions:

- Project Leader, who shall serve as the single point of contact for the DHS and have overall responsibility for the Contractor's functions under the Contract. The Project Leader shall have the authority to make decisions and resolve problems on behalf of the Contractor with the DHS. This individual shall be available on a full-time basis during the Transition period and Open Enrollment, but the Contractor may allocate part of the Project Leader's time to other projects during other periods.
- Customer Services Manager, who shall have overall responsibility for performance of the Contractor's enrollment functions and oversee the Call Center. At the Contractor's discretion, this individual may also have overall responsibility to oversee the outreach functions of the Contract described in Section 40. This individual shall remain dedicated to the work of the Contract for the duration of the Contract.
- Information Technology Director/Manager, who shall have overall responsibility for the Information Technology operations under the Contract. The Information Technology Director/Manager shall participate in the Systems Work Group. This individual shall be available on a full-time basis during the Transition period and Open Enrollment periods of the Contract, but the Contractor may allocate part of his or her time to other projects during other periods.

50.510.6 DHS Review and Approval. The Contractor agrees that the DHS may approve or disapprove the Contractor's Subcontractors or its staff assigned to this Contract prior to the proposed staff assignment. The decision of the DHS on this matter shall not be subject to appeal.

50.510.7 Staff Changes. Key personnel commitments made in the Contractor's proposal shall not be changed unless prior approved by the DHS in writing. The Contractor shall notify the DHS at least thirty (30) days in advance and shall submit justification (including proposed substitutions), in sufficient detail to permit evaluation of the

impact upon the Contract. Staffing shall include the named individuals at the levels of effort proposed.

50.520 Staff Training

50.520.1 *General Requirements.* The Contractor shall conduct a training program for enrollment counselors and other staff. The Contractor's staff shall successfully complete the training program prior to assuming their duties. The Contractor shall conduct regular staff refresher training to address program, process, and policy changes.

50.520.2 *Training Plan.* The Contractor shall develop comprehensive training materials for enrollment counselors and other staff to enable them to provide the deliverables and services under this Contract. The Contractor shall submit its Training Plan (which shall include its curriculum outline and training timeline) to the DHS for review and approval by the date specified in Section 60.120. Additionally, the Contractor shall submit its actual training materials to the DHS for review and approval by the date specified in Section 60.120.

50.530 Resources

50.530.1 *General Requirements.* The Contractor shall have adequate written and other reference materials to support the Call Center enrollment counselors and community-based enrollment counselors. At minimum, the Contractor shall have a comprehensive Interview Guide.

50.530.2 *Interview Guide.* The Contractor shall develop an Interview Guide (or "scripts") to guide enrollment counselors as they provide enrollment assistance to enrollees and potential enrollees. The Interview Guide shall include but not be limited to the following:

- Description of intake process (including confirmation of name, address, telephone) and referral procedures if information is different than that in HPMMIS;

- Questions to verify that the individual is eligible to enroll in QExA managed care;
- Description of enrollment counseling procedures (as outlined in summary form in Section 50.230);
- Detailed description of disenrollment process (as outlined in summary form in Section 50.260);
- Detailed description of complaint process (as outlined in summary form in Section 50.600);
- Explanation of the QExA managed care program;
- Explanation of the importance of a prompt selection of a health plan;
- Explanation of how to request assistance if an enrollee or potential enrollee receives a bill for services from his/her provider;
- Guidelines to assist the enrollee in selecting a health plan;
- Explanation of how a potential enrollee shall be auto-assigned to a health plan if he or she does not select a health plan within sixty (60) days (or, during steady-state operations, within fifteen (15) days);
- Explanation of the disenrollment process;
- Explanation of the requirement for disclosing third party liability information, when applicable; and
- Explanation of the outbound contact procedures.

50.530.3 *Policies and Procedures Manual.* The Contractor shall develop and implement Policies and Procedures for employees and subcontractors performing work under this Contract. The Contractor's Policies and Procedures Manual shall include but not be limited to the following:

- Staff Training and Re-training Process;
- Enrollment Process;
- Disenrollment Process;
- Complaints Process;
- Process for Referring Materials to the DHS for Review;
- Returned Mail Process and Follow-Up Protocol;

- Outbound Counseling Process;
- Scheduling Process for Offsite Enrollment Counseling Appointments;
- Community-Based Enrollment Counseling Process;
- In-Home Enrollment Counseling Process (including safety policy);
- Procedures to Ensure Access for LEP Individuals;
- Procedures to Ensure Access for Hearing Impaired Persons; and
- Procedures for Media, Legislative and Other Inquiries.

To the extent helpful, the Contractor should include process flow diagrams or other illustrations of the process or procedures in question.

50.530.4 *Department Review and Approval.* The Contractor shall submit a draft Interview Guide and Policies and Procedures Manual to the DHS for review and approval by the date specified in Section 60.120. However, consistent with Section 50.250.2, the Contractor may submit the Outbound Contract component of the Interview Guide by the date specified in Section 60.120.

50.600 Complaints and Customer Satisfaction

50.610 Complaint Plan

50.610.1 *General Requirements.* The Contractor shall develop and implement a process to receive and resolve complaints and/or disputes concerning enrollment and other Contractor functions.

50.610.2 *Policy.* The Contractor's policy shall reflect the State's requirement that enrollees and potential enrollees have the right to dispute any enrollment action within thirty (30) days of the decision.

50.610.3 *Department Review and Approval.* As part of its Policies and Procedures Manual described in Section 50.530.3, the Contractor shall submit a Complaint Process Plan to the DHS by the date specified in Section 60.120.

50.620 Complaint Process

50.620.1 *General Requirements.* The Contractor shall develop and implement a complaint process that incorporates the requirements described in this section. In general, the Contractor should help to identify the basis for the complaint and attempt to resolve it informally (as described in Section 50.620.2). Additionally,

- If the complaint relates to a healthcare provider or health plan, the Contractor shall refer the complainant to the health plan in accordance with Section 50.240.2; and
- If the enrollee or potential enrollee makes a request to disenroll, the Contractor shall refer the enrollee or potential enrollee to the DHS in accordance with Section 50.260.

50.620.2 *Informal Resolution.* The Contractor shall attempt to resolve informally any complaint related to enrollment and offer, at a minimum, the following assistance:

- Discuss the problem, the actions that shall be taken on behalf of the enrollee to resolve the problem, and potential resolutions to the problem; and
- Refer calls to the health plans (in accordance with Section 50.240.2), provider, or other party, as necessary, to facilitate the resolution of the complaint.

50.620.3 *Procedure.* For complaints that the Contractor is unable to resolve informally, the Contractor shall record each complaint in a complaint log with the following details:

- Name, Medicaid ID number, and telephone number of the enrollee or potential enrollee;
- Name of the investigator;
- Dates the investigation was opened and completed;

- Results of the investigation and a summary of the steps taken on behalf of the enrollee to resolve the issue; and
- Resolution of the complaint.

The Contactor shall promptly investigate and take all reasonable actions to resolve the complaint.

50.620.4 Timeframe. The Contractor shall resolve every complaint related to enrollment determinations within two (2) business days from receipt of the complaint unless the Contractor notifies the enrollee or potential enrollee in writing of a specific extended period needed to resolve the issue. The extension shall not exceed ten (10) business days. The Contractor shall issue a written Complaint Resolution Notice (as described in Section 50.620.5) to the enrollee or potential enrollee within five (5) business days from the date that the Contractor resolved the complaint.

50.620.5 Complaint Resolution Notice. The Contractor shall develop and submit the Complaint Resolution Notice to the DHS for review and approval. At a minimum, the notice shall contain the following:

- Contractor action(s);
- The rationale for the action(s);
- The specific policies that support the action(s);
- The enrollee's right to appeal the action(s) with the DHS; and
- A statement that the complainant shall in no way be penalized for filing a complaint.

The Contractor's notice shall comport with the requirements of Section 50.110.

The Contractor shall issue a Complaint Resolution Notice to the enrollee describing the resolution of all complaints filed. The Contractor shall send this notice via first-class mail (with return address endorsement) directly to the respective enrollee or potential enrollee.

50.620.6 *Referral to the DHS.* The Contractor shall forward to the DHS within one (1) business day any complaints that the Contractor did not resolve in the favor of the enrollee or potential enrollee. The Contractor shall forward the complaints (along with copies of all materials from the Contractor's investigation along with the Complaint Resolution Notice) to the DHS on the same day on which it issues the Complaint Resolution Notice.

50.620.7 *Language Access.* The Contractor shall ensure that all written materials regarding the complaint process, including complaint notices, forms and decisions, are available in the languages specified in Section 40.110.6 and in the alternative formats specified in Section 40.110.8.

50.700 Information Technology

50.710 Global Requirements

50.710.1 *General Statement/Systems Functions.* The Contractor shall have information management processes and Information Technology that enable it to the requirements under this Contract.

50.710.2 *General Statement/Systems Capacity.* The Contractor's Information Technology shall possess capacity sufficient to handle the workload projected for the start of the program and will be scalable and flexible so they can be adapted as needed, within negotiated timeframes, in response to a possible expansion of the QExA initiative, changes in enrollment rules, increases in caseload estimates, etc.

50.710.3 *General Statement/System Availability.* The Contractor's Information Technology shall meet the systems availability standards set forth in subsequent sections of and/or attachments to this Contract. The Contractor shall promptly notify the DHS of any call management system, communications infrastructure or Information Technology problem that compromises the Contractor's ability to meet contract standards.

- 50.710.4 *E-Mail System.* The Contractor shall provide a continuously available electronic mail communication link (e-mail system) with the DHS. This system shall be: available from the workstations of the designated Contractor contacts; and capable of attaching and sending documents created using software products other than Contractor systems, including the State's currently installed version of Microsoft Office and any subsequent upgrades as adopted.
- 50.710.5 *Data and Document Management Standards.* The Contractor's Systems shall conform to HIPAA standards for data and document management that are currently under development within one hundred twenty (120) Calendar Days of the standard's effective date or, if earlier, the date stipulated by CMS.
- 50.710.6 *Information Retention.* The Contractor's Systems shall retain Information for seven (7) years in either live and/or archival systems and for a minimum of three (3) years in live systems. The duration of the retention period may be extended at the discretion of and as indicated to the Contractor by the DHS as needed for ongoing audits or other purposes. All information retained in an archival system shall be retrievable within three (3) business days of the request by the DHS.
- 50.710.7 *Routine System Maintenance.* The Contractor shall absorb the cost of routine maintenance, inclusive of defect correction, System changes required to effect changes in State and federal statute and regulations, and production control activities, of all Systems within its Span of Control.
- 50.710.8 *File Format Specifications.* Unless otherwise specified, the format specifications associated with a file or a stream of data being exchanged between the Contractor, the DHS and health plans will conform to applicable HIPAA standards.
- 50.710.9 *Connectivity to State Network and Systems.* If required by the DHS, the Contractor shall (at the direction of the DHS) establish connectivity to the State's wide area data communications network, and/or the relevant Information Technology attached to this network, in accordance to all applicable State policies, standards and guidelines. Connectivity includes provision of (a) sufficiently robust end user computing devices with the requisite browser and/or terminal emulation software; and (b) data

communications bandwidth sufficient to enable operation of QEMS and/or other the DHS Systems, such that performance standards specified in this Contract can be achieved. The cost of establishing such connectivity shall be borne in full by the Contractor.

50.710.10 Open Systems. The Contractor shall ensure that data in its Systems are readily accessible by designated staff of the DHS; specifically, Contractor Systems shall be Open Database Connectivity (ODBC) compliant and shall be architected following relational database conventions.

50.710.11 Participation in Systems Workgroups/Committees. The Contractor shall participate in the DHS-sponsored or led work groups and committees that relate to Information Technology strategies, projects and changes that impact the operation of the Medicaid Reform program.

50.710.12 Inquiry Access to HPMMIS. The Contractor shall have adequate on-line inquiry access to potential enrollee beneficiary data in HPMMIS as needed to facilitate the performance of its duties as specified herein.

50.710.13 Errors and Corrections. The Contractor shall immediately report to the DHS any potential corrections in enrollee and potential enrollee data plan assignments arising from the Contractor's internal quality control activities and reviews.

50.710.14 Scheduling System. To facilitate requests from enrollees and potential enrollees for face-to-face counseling, the Contractor shall have a scheduling system that provides Call Center enrollment counselors with locations, dates and times available on the respective island for such counseling. The Contractor's systems shall also measure compliance with the timeframes specified in Section 50.220.

50.720 Customer Interaction Management

50.720.1 General Requirements. The Contractor shall maintain customer interaction management functionality in its Systems whereby all interactions with enrollees and

potential enrollees irrespective of medium (mail, phone, electronic messaging, fax, Web, self-service, face-to-face, etc.), are recorded and date/time stamped.

50.720.2 *Additional Features.* The customer interaction management functionality shall also:

- Support the recording of any Contractor personnel that participated in an interaction with enrollees and potential enrollees;
- Support the recording of the status of any action resulting from a customer interaction through resolution along with the date/time stamp of any status update; and
- Maintain linkages and parent-child relationships between the initial interaction with enrollees and potential enrollees and any subsequent actions and interactions.

50.730 Reporting

50.730.1 *General Requirements.* The Contractor's Systems shall enable the production of automatically generated reports, or reports created and/or prompted on an ad-hoc basis, such that the Contractor shall comply with comprehensive reporting requirements as specified throughout the Contract.

50.730.2 *Ad hoc Functionality.* If the Contractor's Systems possess ad-hoc reporting functionality and this functionality is made available to the DHS, the Contractor shall provide it at no additional cost to the DHS.

50.740 System and Information Security, Access Management and Integrity

50.740.1 *General Requirements.* The Contractor shall ensure that all data in its Information Technology are kept up-to-date, accurate, and accessible to the State for inspection, upon request.

50.740.2 *Controls.* The Contractor's Systems shall contain controls to maintain Information integrity. These controls shall be in place at all appropriate points of processing. The controls shall be tested in periodic and spot audits, including SAS-70 audits, following a methodology to be developed jointly by and mutually agreed upon by the Contractor and the DHS.

50.740.3 *Audit Trails.* The Contractor shall incorporate audit trails into all Systems to allow Information on source data files and documents to be traced through the processing stages to the point where the Information is finally recorded. The Contractor's audit trails shall:

- Contain a unique log-on ID (or batch update identifier), terminal ID, date, and time of any create/modify/delete action and, if applicable, the ID of the system job that effected the action;
- Have the date and identification "stamp" displayed on any on-line inquiry;
- Have the ability to trace data from the final place of recording back to its source data file and/or document shall also exist;
- Be supported by listings, transaction Reports, update Reports, transaction logs, or error logs; and
- Be maintained for three (3) years. The duration of the retention period may be extended at the discretion of and as indicated to the Contractor by the DHS as needed for ongoing audits or other purposes.

50.740.4 *Access Management.* The Contractor's Systems shall employ an access management function that shall:

- Restrict access to Information on a "need to know" basis (e.g. users permitted inquiry privileges only will not be permitted to modify Information);

- Restrict access to specific system functions based on an individual user profile, including inquiry only capabilities;
- Limit attempts to access system functions to a set number with a system function that automatically prevents further access attempts and records these occurrences; and
- Allow global access to all functions to specified DHS staff.

50.740.5 *Procedural and System Safeguards.* The Contractor shall put in place procedures, measures and technical security to prohibit unauthorized access to the regions of the data communications network inside of a Contractor's Span of Control. Additionally, the Contractor shall put in place procedures and measures for safeguarding the State from unauthorized modifications to Contractor Systems.

50.740.6 *Physical Safeguards.* The Contractor shall provide for the physical safeguarding of its data processing facilities and the systems and Information housed therein, as well as accountability control to record access attempts, including attempts of unauthorized access.

50.740.7 *Department Review.* The Contractor shall provide the DHS with access to data facilities upon the request of the DHS.

50.750 Business Continuity and Disaster Recovery

50.750.1 *General Requirements.* Regardless of the architecture of its Systems, the Contractor shall develop and be continually ready to invoke a business continuity and disaster recovery (BC-DR) plan. The BC-DR plan shall encompass all Information and Communications Technology as defined in this Contract. At a minimum the Contractor's BC-DR plan shall address the following scenarios:

- Central and/or satellite data processing, telecommunications, print and mailing facilities and functions therein, hardware and software are destroyed or damaged;
- System interruption or failure resulting from network, operating hardware, software, communications infrastructure or operational errors that compromise the integrity of transactions that are active in a live system at the time of the outage;
- System interruption or failure resulting from network, operating hardware, software, communications infrastructure or operational errors that compromises the integrity of data maintained in a live or archival system; and
- System interruption or failure resulting from network, operating hardware, software, communications infrastructure or operational errors that does not compromise the integrity of transactions or data maintained in a live or archival system but does prevent access to the System (i.e., causes unscheduled System Unavailability).

50.750.2 *Testing.* The Contractor shall periodically, but no less than annually, test its BC-DR plan through simulated disasters and lower level failures in order to demonstrate to the State that it can restore System functions per the standards outlined in this Section of the Contract.

50.750.3 *Corrective Action Plan.* In the event that the Contractor fails to demonstrate in the tests of its BC-DR plan that it can restore system functions per the standards outlined in this Contract, the Contractor shall submit to the State a corrective action plan that describes how the failure will be resolved. The Contractor shall deliver the corrective action plan within ten (10) business days of the conclusion of the test.

50.760 Problem and Change Management

- 50.760.1 *Problem Notifications.* Upon discovery of any problem within its Span of Control that may jeopardize the Contractor's ability to perform any function as specified in this Contract, the Contractor shall notify the applicable the DHS staff in person, via phone or electronic mail as soon as possible but no later than the close of business if the problem is identified during the business day and no later than 9:00 a.m. the following business day if the problem occurs after close of business.
- 50.760.2 *Corrective Action Plan.* Within ten (10) business days of a problem's occurrence, the Contractor shall delivery full written documentation (including a corrective action plan) that describes how the Contractor shall prevent a problem from occurring again.
- 50.760.3 *Change Notifications.* The Contractor shall notify the applicable the DHS staff person of the following changes to Systems within its Span of Control at least twenty-four (24) hours prior to the change:
- Router/switch code upgrades;
 - Router/switch configuration modifications;
 - Firewall upgrades/modifications; and
 - Any changes to its physical network infrastructure including wide area network connectivity for both voice and data communications.
- 50.760.4 *Escalation Procedures.* The Contractor shall furnish the DHS with all internal escalation procedures and with at least two levels of management escalation to deal with emergency or unresolved Information and Telecommunications Systems issues.
- 50.760.5 *Change Requests.* The Contractor shall maintain a service management system and related processes for tracking all problems and the DHS-initiated and/or Contractor-initiated change requests. The DHS reserves the right to change the priority of Contractor problem resolution and/or the implementation of System changes.

50.770 Information Technology Documentation

50.770.1 *General Requirements.* The Contractor shall ensure that written System Process and Procedure Manuals document and describe all manual and automated system procedures for its Information management processes and Information Technology and the architecture of said systems.

50.770.2 *Department Review.* The Contractor shall make these Manuals available to the DHS staff as requested.

SECTION 60 IMPLEMENTATION AND ADMINISTRATION

This section details the Contractor's responsibility to develop and submit a Project Implementation Plan to the DHS. Further, it delineates the due dates for other Contract deliverables, and summarizes the reporting requirements under the Contract. Finally, it details the performance requirements for the Contractor.

60.100 Implementation

60.110 Project Implementation Plan

60.110.1 *General Requirements.* The Contractor shall develop a comprehensive implementation plan, which shall outline the steps necessary both (a) for the Contractor to submit deliverables by the date specified in Section 60.120; and (b) for the Contractor to be fully operational by the beginning of the Transition period.

60.110.2 Plan shall include the following:

- An itemization of activities that the Contractor shall undertake during the period between Contract Award and the end of the Transition period. These activities shall have established deadlines and conform to the timeframes established in this Contract;
- An estimate of person-hours associated with each activity in the Project Implementation Plan;
- Identification of interdependencies between activities in the Project Implementation Plan;
- Identification of Contractor expectations regarding participation by the DHS in the activities in the Project Implementation Plan and

dependencies between these activities and implementation activities for which the DHS will be responsible; and

- Contractor’s Staffing Plan, which shall include:
 - Organization chart listing all positions that will be involved with this project and clarifying which positions are part-time, not dedicated to the project, and/or based outside of the State;
 - Resumes for current employees who are or will be working on this project;
 - Job descriptions for all vacant positions; and
 - Detailed recruiting plan.

60.110.3 *DHS Review and Approval.* The Contractor shall submit the Project Implementation Plan to the DHS for review and approval by the date specified in Section 60.120.

60.120 Due Dates for Project Deliverables

The Contractor shall adhere to the following schedule for the deliverables for which it is responsible under this Contract:

	Deliverable	RFP Reference(s) (12/19 version)	Tentative Due Date
Outreach and Enrollee Materials			
1	Decision Assistance Booklet (for enrollees and stakeholders)	40.120.2	May 2, 2008
2	Brochures	40.120.4	April 14, 2008
3	FAQs	40.120.5	May 30, 2008
4	Reference Materials for Front-Line Stakeholder Staff	40.120.7	May 30, 2008
5	DVD scripts	40.140.2	April 14, 2008
6	DVD copies	40.140.4	June 13, 2008
7	Radio PSAs scripts	40.150.1	April 14, 2008
8	Radio PSA distribution plan	40.150.4	April 14, 2008

	Deliverable	RFP Reference(s) (12/19 version)	Tentative Due Date
9	Train-the-trainer seminar presentation materials	40.120.1; 40.210.2	May 30, 2008
10	Enrollee education seminar presentation materials	40.120.1; 40.230.2	June 13, 2008
11	Stakeholder postcard template(s)	40.120.6	May 30, 2008
12	Informational website	40.160	May 30, 2008
Outreach Planning			
13	List of venues for materials distribution to enrollees	40.220.2	April 14, 2008
14	Stakeholder list and contact plan (for both train-the-trainer and enrollee education seminars)	40.120.1; 40.210.3; 40.230.3	April 14, 2008
15	Facility sweep plan	50.440.2	May 2, 2008
Enrollee Notices, Etc.			
16	Welcome Letter template	50.120.3	May 16, 2008
17	Enrollment Application form template	50.120.4	May 16, 2008
18	Confirmation Notice template	50.130.1	May 16, 2008
19	Reminder Notice template	50.130.2	May 16, 2008
20	Auto-Assignment Notice template	50.130.3	May 16, 2008
21	Disenrollment Notice template	50.130.4	May 16, 2008
22	Denial of Disenrollment Request Notice	50.130.5	May 16, 2008
23	Open Enrollment Notice template	50.130.6	May 16, 2008
24	Complaint Resolution Notice template	50.620.4	May 16, 2008
Training, Etc.			
25	Training Plan and curriculum	50.520.2	May 2, 2008
26	Training materials and presentations	50.520.2	May 2, 2008
27	Interview Guide (i.e., scripts for enrollment counselors)	50.530.2; 50.530.4	May 2, 2008
28	Outbound Counseling Contact scripts	50.240	June 13, 2008
Planning/Standard Operating Procedures			
29	Project Implementation Plan	60.110	March 31, 2008
30	List of venues for face-to-face enrollment counseling	50.430.3	May 2, 2008
31	Plan Selection Form template	50.230.10	May 16, 2008
32	Policies and Procedures Manual	50.530.3; 50.530.4	April 21, 2008

	Deliverable	RFP Reference(s) (12/19 version)	Tentative Due Date
33	Community-Based Staff Safety Policy	50.410.2; 50.530.3	April 21, 2008
34	Complaint/Grievance Plan	50.610.2; 50.530.2	April 21, 2008
35	Call Center Quality Criteria and Protocols	60.310.1	May 16, 2008
Systems			
36	Corrective Action Plan template	50.850.3	June 2, 2008
37	IT Design, Process and Procedure Manual	50.870.2	Readiness Review
38	Disaster Recovery Plan	50.850.1	Readiness Review
Reporting (Does not include Systems)			
39	Real-Time Reports templates	60.210.1	July 18, 2008
40	Monthly Summaries of Real-Time Reports	60.220.1	July 18, 2008
41	Call Center Activity Report templates	60.220.1	July 18, 2008
42	Enrollment Counseling Activity reports	60.220.1	July 18, 2008
43	Monthly Summaries of Real-Time Reports	60.220.2	Monthly
44	Call Center Activity	60.220.3	Weekly during Transition period and Open Enrollment; otherwise, monthly
45	Enrollment Counseling Activity Report (Call Center and Community-Based Staff)	60.220.4	Weekly during Transition period and Open Enrollment; otherwise, monthly
46	Voluntary Enrollment Rate	60.350.3	Within ninety (90) days of the commencement of QExA health plan services; thereafter, within 30 days of the end of the month
47	Address/Telephone changes	50.150.5; 50.230.2	Monthly (also forward individual changes as received)
48	Disenrollment requests	50.260.1	Monthly (also forward individual changes as received)
49	Undelivered mail, no contact information	50.150.6	Monthly (also forward individual changes as received)

	Deliverable	RFP Reference(s) (12/19 version)	Tentative Due Date
50	Enrollment Errors reports	50.710.14	Forwarded to the DHS as errors discovered

60.200 Reporting

60.210 Real-Time Reporting

60.210.1 *General Requirements.* Using the DHS-approved forms, the Contractor shall report the following to the DHS within one (1) business day:

- Updated contact information for enrollees and potential enrollees (as described in Sections 50.150.5 and 50.230.2);
- Disenrollment requests (as described in Section 50.260.1);
- Certain undeliverable mail (as described in Section 50.150.6); and
- Unresolved complaints (as described in Section 50.620.6).

The Contractor shall develop templates for the real-time reports and submit these to the DHS for review and approval by the date specified in Section 60.120.

60.210.2 *Special Rules for IT Reports.* With respect to the Corrective Action Plan as described in Section 50.750.3, the Contractor shall adhere to the requirements for submission in that section.

60.220 Recurring Reporting

60.220.1 *General Requirements.* Using the DHS-approved forms, the Contractor shall promptly submit the following reports to the DHS:

- Monthly Summaries of Real-Time Reports (described in Section 60.220.2);
- Call Center Activity (described in Section 60.220.3); and

- Enrollment Counseling Activity (described in Section 60.220.4).

The Contractor shall develop templates for each of these reports and submit these templates to the DHS for review and approval by the date specified in Section 60.120.

60.220.2 *Monthly Summaries of Real-Time Reports.* The Contractor shall submit by the tenth (10th) day of each month a summary of all Real-Time Reports that Contractor submitted to the DHS during the previous month pursuant to Section 60.210.1. In its Monthly Summaries, the Contractor shall report data by month for the three preceding months for the following:

- New Enrollment Packages as described in 50.120;
 - Returned as undeliverable, with forwarding address or for which updated contact information located (i.e., those individuals whom the Contractor can locate); and
 - Returned as undeliverable, without forwarding address or for which no updated contact information available (i.e., those individuals whom the Contractor cannot locate).
- Auto-Assignment Notices as described in Section 50.130.3;
 - Returned as undeliverable, with forwarding address or for which updated contact information located; and
 - Returned as undeliverable, without forwarding address or for which no updated contact information available.
- Open Enrollment Notices as described in Section 50.130.6;
 - Returned as undeliverable, with forwarding address or for which updated contact information located; and
 - Returned as undeliverable, without forwarding address or for which no updated contact information available.

60.220.3 *Call Center Activity.* The Contractor shall submit a summary of the key Call Center metrics described in Sections 60.320, 60.330 and 60.340. During the Transition period and Open Enrollment, the Contractor shall submit by the first business day of each week a report with data on each metric for the preceding week. During other periods, the Contractor shall submit by the 5th day of each month a summary report with data on each metric for the preceding month.

In addition, the Contractor's report shall include the following data:

- Total Call Volume by Date;
 - Total number of calls by Island;
 - Total number of calls resulting in a health plan selection or change; and
 - Total number of calls not resulting in a health plan selection or change;

- Duration of Calls;
 - Average length of calls resulting in a health plan selection or change; and
 - Average length of calls not resulting in a health plan selection or change;

- Distribution of Total Call Volume;*
 - Average number of total calls received on Mondays;
 - Average number of total calls received on Tuesdays;
 - Average number of total calls received on Wednesdays;
 - Average number of total calls received on Thursdays;
 - Average number of total calls received on Fridays;
 - Average number of calls received during mornings (8:00am to 12:30pm HST);
 - Average calls received during afternoons (12:30pm to 5:00pm);

* If the Call Center is also open on weekends, the Contractor shall include data for those days as well.

- Higher and Lower Periods of Total Call Volume;
 - Four days during the month with the largest total call volume (report day of week and date);
 - The five one-hour call periods (e.g., 9:00am to 10:00am) during the month with the largest total call volume (report hour, day of week, and date);
 - Four days during the month with the smallest total call volume (report day of week and date); and
 - The five one-hour call periods (e.g., 9:00am to 10:00am) during the month with the smallest total call volume (report hour, day of week, and date);

- Total numbers of calls requiring oral translation/interpreter services, by language (including American Sign Language and TTD/TTY) and identify total calls, by Island, for each language other than English;

- Total number of calls during the month requiring “specialized” counseling as described in Section 50.230.4, by Island;

- Total number of Outbound Counseling Contacts as described in Section 50.250, by Island;

- Number of Call Center calls monitored; and

- Direct Staff Time;
 - Total Call Center enrollment counselor hours paid;
 - Total Call Center enrollment counselor hours in which employees were actively taking calls;
 - Total Call Center enrollment counselor FTEs.

The Contractor shall also report the date and weekday (e.g., Monday, Tuesday, etc.), for each morning (8:00am to 12:30pm HST) and for each afternoon (12:30pm to 5:00pm) during which it does not meet the targets as described in Section 60.320.1, 60.330.1, and 60.340.1.

60.220.4 *Community-Based Enrollment Counseling Activity.* The Contractor shall submit a summary of the following activity metrics:

- Community-Based Enrollment Counseling Activity by Island
 - Number of enrollment counseling sessions (MQD-BESSD venues);
 - Number of enrollment counseling sessions (community venues); and
 - Number of enrollment counseling sessions (in-home);

- Duration of community-based enrollment counseling sessions
 - Average length of enrollment counseling sessions (MQD-BESSD venues);
 - Average length of enrollment counseling sessions (community venues); and
 - Average length of enrollment counseling sessions (in-home);

- Total community-based enrollment counseling sessions requiring oral translation/interpreter services, by language (including American Sign Language and TTD/TTY), by Island;

- Total community-based enrollment counseling sessions requiring “specialized” counseling as described in Section 50.230.4;

- Total number of appointments at which the enrollment counselor arrived 15 minutes or more after the scheduled appointment time;

- Direct Staff Time

- Total community-based enrollment counselor hours paid; and
- Total community-based enrollment counselor FTEs.

During Transition period and Open Enrollment, the Contractor shall submit, by the first business day of each week, a report with data on each element for the preceding week. During other periods, the Contractor shall submit by the 5th day of each month a summary report with data on each metric for the preceding month. The monthly report shall include daily, weekly, and monthly data for each metric.

60.300 Performance Standards

60.310 Call Center Quality Criteria and Protocols

The Contractor shall develop Call Center Quality Criteria and Protocols to measure and monitor the accuracy of responses and phone etiquette for Call Center operations. This document shall detail the exact manner in which the Contractor shall measure and report the metrics described within Sections 60.320, 60.330, and 60.340. The Contractor shall submit the Call Center Quality Criteria and Protocols to the DHS for review and approval by the date specified in Section 60.120.

60.320 Call Answer Rate

60.320.1 General Requirements. The Contractor's Call Center shall answer, by a person, eighty-five percent (85%) of incoming calls within thirty (30) seconds. Additionally, the Call Center shall answer, by a person, ninety-five percent (95%) of incoming calls within one-hundred eighty (180) seconds.

60.320.2 Measurement. The Contractor shall calculate both monthly rates by using all calls (including abandoned and blocked calls) during the month as the denominator. For the first measure, the Contractor shall use all calls answered within thirty (30) seconds during the month as the numerator. For the second measure, the Contractor shall use all calls answered within one-hundred eighty (180) seconds (including those answered in thirty (30) seconds) during the month as the numerator.

60.330 Blocked Call Rate

60.330.1 *General Requirements.* The Contractor's Call Center shall maintain a Blocked Call rate of less than one percent (1%) per day.

60.330.2 *Measurement.* The Contractor shall calculate the monthly rate by using all calls (including abandoned and blocked calls) during the month as the denominator and all blocked calls during the month as the numerator.

60.340 Abandoned Call Rate

60.340.1 *Abandoned Call Rate.* The Contractor's Call Center shall maintain an Abandoned Call rate of not more than five percent (5%).

60.340.2 *Measurement.* The Contractor shall calculate the monthly rate by using all calls (including abandoned and blocked calls) during the month as the denominator and all abandoned calls during the month as the numerator.

60.350 Voluntary Enrollment Rate

60.350.1 *General Requirements.* The Contractor shall ensure that eighty-five percent (85%) or more potential enrollees affirmatively choose a health plan.

60.350.2 *Measurement.* The Contractor shall calculate the Voluntary Enrollment Rate for potential enrollees as follows:

- The total number of potential enrollees who became eligible for QExA during the respective time period, and who either (a) return an Enrollment Application Form to the Contractor or (b) select a health plan with an enrollment counselor, shall be the numerator; and
- The total number of potential enrollees who became eligible for QExA during the respective time period shall be the denominator.

The Contractor shall calculate a single Voluntary Enrollment Rate for potential enrollees who became eligible for QExA before the commencement of QExA health plan services. The Contractor shall also calculate a monthly Voluntary Enrollment Rate for potential enrollees who became eligible for QExA on or after the commencement of QExA health plan services.

60.350.3 *Reporting.* The Contractor shall begin reporting these rates and provide supporting documentation to the DHS within ninety (90) days of the commencement of QExA health plan services. Thereafter, the Contractor shall report to the DHS the rates within 30 days of the end of the month.

SECTION 70 TERMS AND CONDITIONS

70.100 General

This RFP, appendices, any amendments to the RFP and/or appendices, and the Contractor's technical and business proposals submitted in response to this RFP form an integral part of the contract between the Contractor and the DHS (see Section 100.700). In exchange for payment from the DHS, the Contractor agrees to provide enrollment counselor services as described in this RFP. The Contractor shall perform all of the services and shall develop, produce and deliver to the DHS all of the data requirements described in this RFP. The DHS shall make payment as described in this RFP.

QExA Enrollment Counselor Policy Memoranda are issued primarily to clarify process or operational issues with the Contractor. The Contractor shall comply with the requirements of the memoranda and sign each memorandum as it is issued to acknowledge receipt and intention to implement.

In the event of a conflict between the language of the contract, and applicable statutes and regulations, the latter shall prevail. In the event of a conflict among the contract documents, the order of precedence shall be as follows: (1) Agreement (form AG Form 103F-Comp (9/06)) including all general conditions (see Appendix C), special conditions, attachments, and addenda; (2) the RFP, including all attachments and addenda; and (3) applicant's proposal. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. The sections of the rules and regulations cited in this RFP may change as the rules and regulations are amended for MQD. No changes shall be made to this RFP due to changes in the section numbers. The documents in the documentation library as described in Section 20.700 shall be changed as needed. The availability and extent of the materials in the documentation library shall have no effect on the requirements stated in this RFP.

The Contractor shall comply with all laws, ordinances, codes, rules and regulations of the federal, state and local governments that in any way affect its performance

under this contract. The standard State General Conditions found in Appendix C shall be incorporated into and become part of the contract between the Contractor and the DHS.

Time is of the essence in the contract. As such, any reference to "days" shall be deemed calendar days unless otherwise specifically stated.

The Contractor shall pay all taxes lawfully imposed upon it with respect to the contract or any product delivered in accordance herewith. The DHS makes no representations whatsoever as to the liability or exemption from liability of the Contractor to any tax imposed by any governmental entity.

The contract shall be executed by the State purchasing agency in accordance with the Chapter 103F, HRS.

The head of the purchasing agency (which includes the designee of the head of the purchasing agency), shall coordinate the services to be provided by the Contractor in order to complete the performance required in this RFP. The Contractor shall maintain communications with the head of the purchasing agency at all stages of the Contractor's work, and submit to the head of the purchasing agency for resolution any questions which may arise as to the performance of the contract.

70.110 Compliance with other Federal Laws

The Contractor shall agree to conform with such federal laws as affect the delivery of services under the Contract, including but not limited to Titles VI, VII, XIX, and XXI of the Social Security Act, the Federal Rehabilitation Act of 1973, the Davis Bacon Act (40 U.S.C. Section 276a *et seq.*), the Copeland Anti-Kickback Act (40 U.S.C. Section 276c), the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as Amended (33 U.S.C. 1251 *et seq.*), the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), the Debarment and Suspension (45 CFR 74 Appendix A (8) and Executive Order 12549 and 12689), Education programs and activities: Title IX of the Education Amendment of 1972, EEO provisions, and Contract Work Hours and Safety Standards.

The Contractor shall comply with all State and Federal laws relating to non-discrimination and equal employment opportunity, including but not limited to the:

- Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*; 47 U.S.C. § 225; 47 U.S.C. § 611;
- Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e;
- Title VI of the Civil Rights Act, 42 U.S.C. § 2000d *et seq.*;
- Civil Rights Act of 1991;
- Section 504 of the Rehabilitation Act, 29 U.S.C. § 794 *et seq.*;
- Age Discrimination in Employment Act of 1975. 29 U.S. C. §§ 621-634;
- Regulations issued pursuant to those Acts; and
- Provisions of Executive Order 11246 dated September 26, 1965 entitled “Equal Employment Opportunity” as amended by Federal Executive Order 11375, as supplemented in the United States Department of Labor Regulations (41 CFR Part 60-1 *et seq.*, Obligations of Contractors and Subcontractors).

The Contractor shall have administrative and management procedures and a mandatory compliance plan to detect and prevent fraud, waste and abuse. The Contractor’s compliance plan shall establish written policies, procedures and standards that demonstrate compliance with all applicable State and Federal fraud and abuse requirements. These relevant statutes include but are not limited to the following:

- Section 1902(a)(68) of the Social Security Act, 42 U.S.C. § 1396a(a)(68);
- False Claims Act (FCA), 31 U.S.C. §§ 3729-33;
- Program Fraud and Civil Remedies Act (PFCRA), 31 U.S.C. §§ 3801-12;
- Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a *et seq.*; and
- Hawaii False Claims Act, HRS § 661-2 *et seq.*

The Contractor shall comply with all applicable standards, orders or requirements issued under section 306 if the Clean Air Act (42 USC 1857 (h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental

Protection Agency regulations (40 CFR part 15). The Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issues in compliance with the Energy Policy and Conservation Act (Pub. L. 94-165).

The Contractor shall include notice of grantor agency requirements and regulations pertaining to reporting and patient rights under any contracts involving research, developmental, experimental or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under such contract, and of grantor agency requirements and regulations pertaining to copyrights and rights in data.

70.120 Non-Discrimination

Consistent with State and Federal civil rights laws (including but not limited to those listed in Section 70.110), the Contractor shall not discriminate in the provision of materials, outreach counseling services or other activities under this contract on the basis of health or health status, race/ethnicity, national origin, language, sex, disability, or religion. In addition, the Contractor shall not discriminate on the basis of geography or location within the State of Hawaii.

70.130 Freedom of Choice

Subject to the enrollment caps in the QExA managed care program, enrollees and potential enrollees may freely choose their health plans. Consistent with State and Federal laws regarding the Medicaid program and other provisions of this contract, the Contractor shall facilitate the enrollees' and potential enrollees' freedom to choose their QExA health plan. The Contractor shall not endorse, recommend, or show preference to any health plan in any materials, presentations, counseling sessions, or other activities under this contract.

70.140 Media and Legislative Inquiries

The Contractor shall refer all media and legislative inquiries of any type to the DHS, which will have the sole and exclusive responsibility to respond on behalf of the QExA managed care program.

70.200 Term of the Contract

This is a two-year term contract solicitation that has been deemed to be in the best interest of the State by the Director of the DHS. The contract is for the initial term beginning on the date of March 28, 2008 through March 27, 2010. Unless terminated, the contract may be extended without the necessity of re-bidding, for not more than three (3) additional twelve (12) month periods or parts thereof, only upon mutual agreement of the parties in writing, at least sixty (60) days prior to expiration of the contract term, provided that the contract price for the extended period shall remain the same or lower than the initial bid price or changed in accordance with the provisions of HRS Title 9, Chapter 103F

The State of Hawaii operates on a fiscal year basis, which runs from July 1st to June 30th of each year. Funds are available for only the first fiscal period of the contract ending June 30th in the first year of the initial term. The contractual obligation of both parties in each fiscal period succeeding the first fiscal period is subject to the appropriation and availability of funds to the DHS.

The contract will be terminated only if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the initial fiscal period of the contract; however this does not affect either the State's rights or the Contractor's rights under any termination clause of the contract. The State shall notify the Contractor, in writing, at least sixty (60) days prior to the expiration of the contract whether funds are available or not available for the continuation of the contract for each succeeding contract extension period. In the event of termination, as provided in this paragraph, the Contractor will be reimbursed for the unamortized, reasonably incurred, nonrecurring costs.

The Contractor acknowledges that other unanticipated uncertainties may arise that may require an increase or decrease in the original scope of services to be performed, in which event the Contractor agrees to enter into a supplemental agreement upon request by the State. The supplemental agreement may also include an extension of the period of performance and a respective modification of the compensation.

70.210 Availability of Funds

The award of a contract and any allowed renewal or extension thereof, is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, HRS, and subject to the availability of State and/or Federal funds.

70.300 Contract Changes

Any modification, alteration, amendment, change or extension of any term, provision, or condition of the contract shall be made by written amendment signed by the Contractor and the State. No oral modification, alteration, amendment, change or extension of any term, provision or condition shall be permitted, except as otherwise provided within this RFP.

All changes to the scope of services to be provided by the Contractor shall be negotiated and accompanying payment amounts established. If the parties reach an agreement, the contract terms shall be modified accordingly by a written amendment signed by the Director of the DHS and an authorized representative of the Contractor. If the parties are unable to reach an agreement within thirty (30) days of the Contractor's receipt of a contract change, the MQD Administrator shall make a determination as to the revised price, and the Contractor shall proceed with the work according to a schedule approved by the DHS, subject to the Contractor's right to appeal the MQD Administrator's determination of the price.

The State may, at its discretion, require the Contractor to submit to the State, prior to the State's approval of any modification, alteration, amendment, change or extension of any term, provision, or condition of the contract, a tax clearance from the Director

of DOTAX, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under State law against the Contractor have been paid.

70.400 General and Special Conditions of Contract

The general conditions found in Appendix C will become part of the contract between the contractor and the State. Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary.

70.500 Contractor Progress

70.510 Readiness Review

Prior to the Contractor providing services, the DHS will conduct a comprehensive readiness review as described in Sections 30.350 in order to verify the accuracy and appropriateness of information provided by the Contractor in its proposal. The DHS will provide additional guidance on readiness review activities following Contract Award.

70.520 Ongoing Inspection of Work Performed

In addition to its ongoing monitoring, the DHS, the State Auditor of Hawaii, the U.S. Department of Health and Human Services (DHHS), the General Accounting Office (GAO), the Comptroller General of the United States, the Office of the Inspector General (OIG), Medicaid Fraud Control Unit of the Department of the Attorney General, or their authorized representatives shall, during normal business hours, have the right to enter into the premises of the Contractor and all subcontractors, or such other places where duties under the contract are being performed, to inspect, monitor, or otherwise evaluate the work being performed. All inspections and evaluations shall be performed in such a manner to not unduly delay work. All records and files pertaining to the Contractor shall be located in Hawaii at the Contractor's principal place of business or at a storage facility on Oahu that is accessible to the foregoing identified parties.

70.530 Site Visits

The DHS reserves the right to conduct visits of established applicant sites where the applicant is performing work similar in scope and equivalent in volume to the expected work associated with the QExA Enrollment Counselor contract. At a minimum a site visit would consist of a walkthrough of call center, mail processing, and other back office operations. The DHS reserves the right to meet with the applicant's management to discuss potential contingency scenarios.

70.600 Subcontractor Agreements

The Contractor may negotiate and enter into contracts or agreements with subcontractors to the benefit of the Contractor and the State. All such agreements shall be in writing. No subcontract that the Contractor enters into with respect to the performance under the contract shall in any way relieve the Contractor of any responsibility for any performance required of it by the contract.

The Contractor shall submit to the DHS for review and prior approval all subcontractor agreements related to the provision of enrollment counseling and public outreach campaign activities. This includes, but is not limited to, subcontractors for language lines and translation services. The Contractor shall submit these subcontractor agreements prior the Readiness Review as described in Section 70.510. In addition, the DHS reserves the right to inspect all subcontractor agreements at any time during the contract period.

The Contractor shall notify the DHS at least fifteen (15) days prior to adding or deleting subcontractor agreements or making any change to any subcontractor agreements which may materially affect the Contractor's ability to fulfill the terms of the contract.

The Contractor shall provide the DHS with immediate notice in writing by registered or certified mail of any action or suit filed against it by any subcontractor, and prompt notice of any claim made against the Contractor by any subcontractor that in the

opinion of the Contractor may result in litigation related in any way to the contract with the State of Hawaii.

Additionally, no assignment by the Contractor of the Contractor's right to compensation under the contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in Section 40-58, HRS, or its successor provision.

All subcontractor agreements must, at a minimum:

- Describe the activities, including reporting responsibilities, to be performed by the subcontractor and require that the subcontractor meet all established criteria prescribed and provide the services in a manner consistent with the minimum standards specified in the Contractor's contract with the State;
- Require that the subcontractor fulfill the requirements of 42 CFR § 438.6 that are appropriate to the service delegated under the subcontract;
- Include a provision that allows the Contractor to:
 - Evaluate the subcontractor's ability to perform the activities to be delegated;
 - Monitor the subcontractor's performance on an ongoing basis and subject it to formal review according to a periodic schedule (the frequency should be stated in the agreement) established by the DHS and consistent with industry standards or State laws and regulations;
 - Identify deficiencies or areas for improvement; and
 - Take corrective action or impose other sanctions, including but not limited to revoking delegation, if the subcontractor's performance is inadequate.
- Require that the subcontractor submits to the Contractor a tax clearance certificate from the Director of the Department of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under State law against the subcontractor have been paid;

- Include a provision that the Contractor shall designate itself as the sole point of recovery for any subcontractor;
- Include a provision that neither the State and nor any QExA members shall bear any liability of the Contractor's failure or refusal to pay subcontractors;
- Require that the subcontractor track and report complaints against them to the Contractor;
- Require that the subcontractor follow all audit requirements as outlined in Section 70.900 inclusive. The actual requirements shall be detailed in the agreement;
- Require that the subcontractor fully adhere to the privacy, confidentiality and other related requirements stated in the RFP and in applicable State and Federal law;
- Require that that the subcontractor agreement details the requirements of Section 71.100;
- Require that the subcontractor notify the Contractor and the MQD of all breaches of confidential information relating to Medicaid applicants and recipients. The notice to the State shall be provided within two (2) business days of discovery of the breach and a written report of the investigation and resultant mitigation of the breach shall be provided to the State within thirty (30) business days of the discovery of the breach.

70.700 Applicability of Hawaii Revised Statutes

70.710 Wages, Hours and Working Conditions of Employees Providing Services

Services to be performed by the Contractor and its subcontractors or providers shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work. Additionally, the Contractor shall comply with all applicable laws of State and Federal government relative to workers compensation, unemployment compensation, payment of wages, prepaid healthcare, and safety standards. The Contractor shall complete and submit the Wage Certification provided in Appendix H pursuant to § 103-55, HRS.

70.720 Standards of Conduct

The Contractor shall execute the Provider's Standards of Conduct Declaration, a copy of which is found in Appendix E, and which shall become part of the contract between the Contractor and the State.

70.730 Campaign Contributions by State and County Contractors

Contractors are subject to HRS § 11-205.5, which states that campaign contributions are prohibited from specified State or county government Contractors during the term of the contract if the Contractors are paid with funds appropriated by a legislative body. For more information, Act 203/2005 FAQs are available at the Campaign Spending Commission webpage. See www.hawaii.gov/campaign.

70.800 Disputes

Any dispute concerning a question of fact arising under the contract which is not disposed of by agreement shall be decided by the Director of the DHS or his/her duly authorized representative who shall reduce his/her decision to writing and mail or otherwise furnish a copy to the Contractor within ninety (90) days after written request for a final decision by certified mail, return receipt requested. The decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious or arbitrary, or so grossly erroneous as necessarily to imply bad faith. In connection with any dispute proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his/her dispute. The Contractor shall proceed diligently with the performance of the contract in accordance with the disputed decision pending final resolution by a circuit court of this State.

Any legal proceedings against the State of Hawaii regarding this RFP or any resultant contract shall be brought in a court of competent jurisdiction in the City and County of Honolulu, State of Hawaii.

70.900 Audit Requirements

The State and Federal standards for audits of the DHS designees, Contractors and programs conducted under contract are incorporated by reference into the contract. The DHS may inspect and audit any records of the Contractor and its subcontractors or providers.

70.910 Accounting Records Requirements

The Contractor shall, in accordance with generally accepted accounting practices, maintain fiscal records and supporting documents and related files, papers and reports that adequately reflect all direct and indirect expenditures and management and fiscal practices related to the Contractor's performance of services under the contract.

The Contractor's accounting procedures and practices shall conform to generally accepted accounting principles and the costs properly applicable to the contract shall be readily ascertainable from the records.

70.920 Inclusion of Audit Requirements in Subcontracts

The provisions of Section 70.900 and its associated subsections shall be incorporated in any subcontract/provider agreement.

71.100 Confidentiality of Information

The Contractor understands that the use and disclosure of information concerning applicants, enrollees or members is restricted to purposes directly connected with the administration of the Hawaii Medicaid program, and agrees to guard the confidentiality of an applicant's, enrollee's or member's information as required by law. The Contractor shall not disclose confidential information to any individual or entity except in compliance with the following:

- 42 CFR Part 431, Subpart F;

- The Administrative Simplification provisions of HIPAA and the regulations promulgated thereunder, including but not limited to the Security and Privacy requirements set forth in 45 CFR Parts 160, 162 and 164, (if applicable);
- HRS Section 346-10; and
- All other applicable federal and State statutes and administrative rules, including but not limited to:
 - HRS § 325-101 relating to persons with HIV/AIDS;
 - HRS § 334-5 relating to persons receiving mental health services;
 - HRS § 577A relating to emergency and family planning services for minor females;
 - 42 CFR Part 2 relating to persons receiving substance abuse services.

Access to member identifying information shall be limited by the Contractor to persons or agencies that require the information in order to perform their duties in accordance with this contract, including the DHHS, the DHS and other individuals or entities as may be required by the DHS. (See 42 CFR § 431.300 et seq. and 45 CFR Parts 160 and 164.)

Any other party shall be granted access to confidential information only after complying with the requirements of State and Federal laws, including HIPAA, and regulations pertaining to such access. The Contractor is responsible for knowing and understanding the confidentiality laws listed above as well as any other applicable laws.

The Contractor is a “business associate” of the DHS, as that term is defined under the HIPAA regulations, 45 CFR §160.103. Therefore, Contractor agrees to comply with the terms of the Business Associate Agreement found in Appendix D.

The Contractor is cautioned that State and Federal Medicaid rules, and some other State and Federal statutes and rules, including but not limited to those listed above, are often more stringent than the HIPAA regulations. Moreover, for purposes of this contract, the Contractor agrees that the confidentiality provisions contained in HAR

Chapter 17-1702 shall apply to the Contractor to the same extent as they apply to MQD.

The Contractor shall implement a secure electronic mail (email) encryption solution to ensure confidentiality, integrity, and authenticity of email communications that contain information relating to members.

71.200 Liquidated Damages, Sanctions and Financial Penalties

71.210 Liquidated Damages

In the event of any breach of the terms of the contract by the Contractor, liquidated damages shall be assessed against the Contractor in an amount equal to the costs of obtaining alternative enrollment counseling services for its members. The damages shall include, without limitation, the difference in the payment rates to the Contractor and the payments to a replacement Contractor.

Notwithstanding the above, the Contractor shall not be relieved of liability to the State for any damages sustained by the State due to the Contractor's breach of the contract.

The DHS may withhold amounts for liquidated damages from payments to the Contractor until such damages are paid in full.

71.220 Sanctions

The DHS may impose sanctions for non-performance or violations of contract requirements. Sanctions will be determined by the State and may include:

- Imposing civil monetary penalties (as described below);
- Suspending payment;
- Appointment of temporary management (as described in Section 71.230);
- or
- Terminating the contract (as described in Section 71.900).

The State will give the Contractor timely written notice that explains the basis and nature of the sanction. The Contractor may follow the DHS appeal procedures to contest the penalties or sanctions. The DHS shall provide these appeal procedures to the Contractor within one (1) month of the Contract Effective Date identified in Section 20.100.

The civil or administrative monetary penalties imposed by the DHS shall not exceed the maximum amount established by federal statutes and regulations on the Contractor.

The civil monetary penalties that may be imposed on the Contractor by the State are as follows:

Number	Activity	Penalty
1	Failure to implement requirements stated in the Contractor's proposal, the RFP or the Contract, or other material failures in the Contractor's duties	A maximum of ten thousand dollars (\$10,000) for each determination
2	Failure to submit to the DHS the deliverables required under this Contract by the timeframes in Section in 60.100	A maximum of five thousand dollars (\$5,000) for each determination of failure and an additional two hundred dollars (\$200) per day until all required materials are received, up to a maximum of ten thousand dollars (\$10,000) in additional daily fines
3	Distribution, directly or indirectly through any agent or independent Contractor, of materials that have not been approved by the State or that contain false or materially misleading information	A maximum of ten thousand dollars (\$10,000) for each determination
4	Misrepresentation or false statements to stakeholder, enrollees, or potential enrollees	A maximum of ten thousand dollars (\$10,000) for each determination

Number	Activity	Penalty
5	Failure to provide oral translation and interpreter services as described by Sections 50.310.3, 50.310.4, and 50.310.5 when the Contractor knows or should have known of the need for such services	A maximum of ten thousand dollars (\$10,000) for each determination
6	Failure to schedule enrollment appointments for dates within the timeframes in Sections 50.220.2 and 50.220.3	A maximum of one thousand dollars (\$1,000) for each determination of failure
7	Failure to complete data entry of plan selections by the timeframes in Section 50.230.10	A maximum of one thousand dollars (\$1,000) for each determination of failure (i.e., per plan selection that is not entered timely)
8	Failure to submit to the DHS the reports described in this Contract by the timeframes herein	A maximum of one thousand dollars (\$1,000) for each determination of failure and an additional two hundred dollars (\$200) per day until all required information, data, and reports are received, up to a maximum of twenty-five thousand dollars (\$25,000) in additional daily fines
9	Failure to maintain a Call Answer rate at or below the monthly target described in Section 60.320	A maximum of one thousand dollars (\$1,000) for each percentage point below the monthly target
10	Failure to maintain a Blocked Call rate at or below the monthly target described in Section 60.330	A maximum of one thousand dollars (\$1,000) for each percentage point above the monthly target
11	Failure to maintain an Abandoned Call rate at or below the monthly target described in Section 60.340	A maximum of one thousand dollars (\$1,000) for each percentage point above the monthly target
12	Failure to maintain an Auto-Assignment Rate at or below the monthly target described in Section 60.350	A maximum of fifty thousand dollars (\$50,000) for each determination

13	Acts to discriminate among enrollees or potential enrollees in violation of provisions of Sections 71.210 or 71.220	A maximum of fifty thousand dollars (\$50,000) for each determination
14	Acts to endorse, recommend, or show preference to any health plan in any materials, presentations, counseling or other activities under this contract (in violation of Section 71.230)	A maximum of fifty thousand dollars (\$50,000) for each determination

71.230 Special Rules for Temporary Management

The sanction of temporary management may be imposed by the State if it finds that:

- There is continued egregious behavior by the Contractor, including, but not limited to, behavior that acts to discriminate among members on the basis of their health status or need for health care services, misrepresents or falsifies information furnished to CMS or to the State, misrepresents or falsifies information that it furnishes to an enrollee or potential enrollee, or that is contrary to any requirements of Sections 1903(m) and 1932 of the SSA;
- There is continued lack of performance on the part of the Contractor, including, but not limited to, failure to meet call center standards, lack of completion of outreach activities, and failure to produce required materials;
- There is substantial risk to the members' health; or
- The sanction is necessary to ensure the health of QExA members while improvements are made to remedy violations or until there is an orderly termination or reorganization of the Contractor.

The State will impose temporary management if it finds that the Contractor has repeatedly failed to meet the substantive requirements in Sections 1903(m) and 1932 of the SSA. The State will not provide the Contractor with a pre-termination hearing before the appointment of temporary management.

71.300 Use of Funds

Except for costs allowed under federal Medicaid law for outreach to inform or persuade Medicaid recipients or potential recipients to enter into care through the Medicaid system, including nominal incentives and promotional items used to stimulate interest in the community outreach activities described in Section 40, the Contractor shall not use any public funds for purposes of entertainment prerequisites and shall comply with any and all conditions applicable to the public funds to be paid under the contract, including those provisions of appropriate acts of the Legislature or by administrative rules adopted pursuant to law.

71.400 Performance Bond

The Contractor shall obtain a performance bond issued by a reputable surety company authorized to do business in the State of Hawaii in the amount of one-hundred thousand dollars (\$100,000) or more, conditioned upon the prompt, proper, and efficient performance of the contract, and shall submit same to the DHS prior to or at the time of the execution of the contract. The performance bond shall be liable to forfeit by the Contractor in the event the Contractor is unable to properly, promptly and efficiently perform the contract terms and conditions or the contract is terminated by default or bankruptcy of the Contractor.

The Contractor may, in place of the performance bond, provide for the following in the same amount as the performance bond:

- Certificate of deposit; share certificate; or cashier's, treasurer's, teller's or official check drawn by, or a certified check and made payable to the Department of Human Services, State of Hawaii, issued by a bank, a savings institution, or credit union that is insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration, and payable at sight or unconditionally assigned to the procurement officer advertising for offers. These instruments may be utilized only to a maximum of one-hundred thousand dollars (\$100,000) each and must be issued by different financial institutions.

- Letter of credit with a bank insured by the FDIC with the Department of Human Services, State of Hawaii, designated as the sole payee.

Upon termination of the contract, for any reason, including expiration of the contract term, the Contractor shall ensure that the performance bond is in place until such time that all of the terms of the contract have been satisfied. The performance bond shall be liable for, and the DHS shall have the authority to, retain funds for additional costs, including but not limited to:

- Any costs for services provided prior to the date of termination that are paid by MQD;
- Any additional costs incurred by the State due to the termination; and
- Any sanctions or penalties owed to the DHS.

71.500 Acceptance

The Contractor shall comply with all of the requirements of the contract and the DHS shall have no obligation to transfer enrollment responsibilities to the Contractor until such time as all of said requirements have been met.

71.600 Employment of Department Personnel

The Contractor shall not knowingly engage any persons who are or have been employed within the past twelve (12) months by the State of Hawaii to assist or represent the Contractor for consideration in matters which he/she participated as an employee or on matters involving official action by the State agency or subdivision, thereof, where the employee had served.

71.700 Warranty of Fiscal Integrity

The Contractor warrants that it is of sufficient financial solvency to assure the DHS of its ability to perform the requirements of the contract. The Contractor shall provide sufficient financial data and information to prove its financial solvency.

71.800 Full Disclosure

The Contractor warrants that it has fully disclosed all business relationships, joint ventures, subsidiaries, holding companies, or any other related entity in its proposal and that any new relationships shall be brought to the attention of the DHS as soon as such a relationship is consummated.

The Contractor shall not knowingly have a director, officer, partner, or person with more than five percent (5%) of the Contractor's equity, or have an employment, consulting, or other agreement with such a person for the provision of items and services that are significant and material to the entity's contractual obligation with the State, who has been debarred, suspended or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. The Contractor shall not, without prior approval of the DHS, lend money or extend credit to any related party. The Contractor shall fully disclose such proposed transactions and submit a formal written request for review and approval.

The Contractor shall include the provisions of this section in any subcontract or provider agreement.

The Contractor shall complete and provide all information required in the Disclosure Statement in Appendix H.

The Contractor shall comply with General Condition 1.4 I Appendix C and submit to the DHS the insurance information requested in Appendix H.

71.810 Litigation

The Contractor shall disclose any pending litigation to which they are a party, including the disclosure of any outstanding judgment. If applicable, please explain.

71.900 Termination of the Contract

The contract may terminate or may be terminated by the DHS for any or all of the following reasons in addition to the General Conditions in Appendix C:

- Termination for Default;
- Termination for Expiration of the Programs by CMS; or
- Termination for Bankruptcy or Insolvency

71.910 Termination for Default

The failure of the Contractor to comply with any term, condition, or provision of the contract shall constitute default by the Contractor. In the event of default, the DHS shall notify the Contractor by certified or registered mail, with return receipt requested, of the specific act or omission of the Contractor, which constitutes default. The Contractor shall have fifteen (15) days from the date of receipt of such notification to cure such default. In the event of default, and during the above-specified grace period, performance under the contract shall continue as though the default had never occurred. In the event the default is not cured within fifteen (15) days, the DHS may, at its sole option, terminate the contract for default. Such termination shall be accomplished by written notice of termination forwarded to the Contractor by certified or registered mail and shall be effective as of the date specified in the notice. If it is determined, after notice of termination for default, that the Contractor's failure was due to causes beyond the control of and without error or negligence of the Contractor, the termination shall be deemed a termination for convenience under General Condition 4.3 in Appendix C.

The DHS' decision not to declare default shall not be deemed a waiver of such default for the purpose of any other remedy the Contractor may have.

71.920 Termination for Expiration or Modification of the Programs by CMS

The DHS may terminate performance of work under the contract in whole or in part whenever, for any reason, CMS terminates or modifies the programs. In the event

that CMS elects to terminate its agreement with the DHS, the DHS shall so notify the Contractor by certified or registered mail, return receipt requested. The termination shall be effective as of the date specified in the notice.

71.930 Termination for Bankruptcy or Insolvency

In the event that the Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any State relating to insolvency or the protection of the rights or creditors, the DHS may, at its option, terminate the contract. In the event the DHS elects to terminate the contract under this provision it shall do so by sending notice of termination to the Contractor by registered or certified mail, return receipt requested. The termination shall be effective as of the date specified in the notice.

In the event of insolvency of the Contractor, the Contractor shall cover continuation of services to members for the duration of period for which payment has been made, as well as for inpatient admissions up until discharge. Members shall not be liable for the debts of the Contractor. In addition, in the event of insolvency of the Contractor, members may not be held liable for the covered services provided to the member, for which the State does not pay the Contractor.

71.940 Procedure for Termination

In the event the State decides to terminate the contract, it will provide the Contractor with a pre-termination hearing. The State will:

- Give the Contractor written notice of its intent to terminate, the reason(s) for termination, and the time and place of the pre-termination hearing; and
- Give QExA members written notice of the intent to terminate the contract and notify members of the hearing.

Following the termination hearing, the State will provide written notice to the Contractor of the termination decision affirming or reversing the proposed termination. If the State decides to terminate the contract, the notice shall include the effective date of termination. In addition, if the contract is to be terminated, the State shall notify QExA members in writing of their options for receiving enrollment counseling services following the effective date of termination.

In the event of any termination, the Contractor shall:

- Stop work under the contract on the date and to the extent specified in the notice of termination;
- Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of the work under the portion of the contract that is not terminated;
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
- Assign to the DHS in the manner and to the extent directed by the MQD Administrator of the right, title, and interest of the Contractor under the orders or subcontracts so terminated, in which case the DHS shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- With the approval of the MQD Administrator, settle all outstanding liabilities arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the contract;
- Complete the performance of such part of the work as shall not have been terminated by the notice of the termination;
- Take such action as may be necessary, or as the MQD administrator may direct, for the protection and preservation of any and all property or information related to the contract which is in the possession of the Contractor and in which the DHS has or may acquire an interest; and

- Within thirty (30) business days from the effective date of the termination, deliver to the DHS copies of all current data files, program documentation, and other documentation and procedures used in the performance of the contract at no cost to the DHS. The Contractor agrees that the DHS or its designee shall have a non-exclusive, royalty-free right to the use of any such documentation.

The Contractor shall create written procedures for the orderly termination of services to any members receiving the required services under the contract, and for the transition to services supplied by another Contractor upon termination of the contract, regardless of the circumstances of such termination. These procedures shall include, at the minimum, timely notice to the Contractor's members of the termination of the contract, and appropriate counseling. The Contractor shall submit these procedures to the DHS for approval upon their completion, but no later than one-hundred eighty (180) days after the effective date of the contract.

71.950 Termination Claims

After receipt of a notice of termination, the Contractor shall submit to the MQD Administrator any termination claim in the form and with the certification prescribed by the MQD Administrator. Such claim shall be submitted promptly but no later than six (6) months from the effective date of termination. Upon failure of the Contractor to submit its termination claims within the time allowed, the MQD Administrator may, subject to any review required by the State procedures in effect as of the date of execution of the contract, determine, on the basis of information available to him/her, the amount, if any, due to the Contractor by reason of the termination and shall thereupon cause to be paid to the Contractor the amount to be determined.

Upon receipt of notice of termination, the Contractor shall have no entitlement to receive any amount for lost revenues or anticipated profits or for expenditures associated with this or any other contract. The Contractor shall be paid only a price mutually agreed to by the Contractor and the DHS.

In the event the Contractor and the DHS fail to agree, in whole or in part, on the amount of costs to be paid to the Contractor in connection with the total or partial termination of work pursuant to this section, the DHS shall determine, on the basis of information available to the DHS, the amount, if any, due to the Contractor by reason of the termination and shall pay to the Contractor the amount so determined.

The Contractor shall have the right to appeal any such determination made by the DHS as stated in Section 70.800, Disputes.

72.100 Conformance with Federal Regulations

Any provision of the contract which is in conflict with federal Medicaid statutes, regulations, or CMS policy guidance is hereby amended to conform to the provisions of those laws, regulations, and federal policy. Such amendment of the contract will be effective on the effective date of the statutes or regulations necessitating it, and will be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

72.200 Force Majeure

If the Contractor is prevented from performing any of its obligations hereunder in whole or in part as a result of major epidemic, act of God, war, civil disturbance, court order or any other cause beyond its control, the Contractor shall make a good faith effort to perform such obligations through its then-existing facilities and personnel; and such non-performance shall not be grounds for termination for default.

Neither party to the contract shall be responsible for delays or failures in performance resulting from acts beyond the control of such party.

Nothing in this section shall be construed to prevent the DHS from terminating the contract for reasons other than default during the period of events set forth above, or for default if such default occurred prior to such event.

72.300 Conflict of Interest

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance hereunder. The Contractor further covenants that in the performance of the contract no person having any such interest is presently employed or shall be employed in the future.

No official or employee of the State of Hawaii or the federal government who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of the programs shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract. All officials or employees of the State of Hawaii shall be bound by HAR§ 84, State Ethics Code.

72.400 Prohibition of Gratuities

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of the contract shall offer or give, directly or indirectly, to any employee or designee of the State of Hawaii, any gift, money or anything of value, or any promise, obligation, or contract for future reward or compensation at any time during the term of the contract.

72.500 Publicity

General Condition 6.2.1 is amended to read as follows: Acknowledgment of State Support. The Contractor shall not use or the name, logo or other identifying marks of the State, the DHS or MQD on any materials produced or issued without the prior written consent of the DHS. The Contractor also agrees not to represent that it was supported by or affiliated with the State of Hawaii without the prior written consent of the DHS.

72.600 Notices

All notices under the contract shall be deemed duly given upon delivery, if delivered by hand (against receipt); or three (3) days after posting, if sent by registered or

certified mail, return receipt requested, to a party hereto at the address set forth below or to such other address as a party may designate by notice pursuant hereto:

Healthcare Management Branch Administrator
Med-QUEST Division
Department of Human Services
State of Hawaii
601 Kamokila Boulevard, Suite 518
Kapolei, Hawaii 96707

The same provisions apply to notices delivered to or sent to the Contractor. The Contractor shall specify the notice address in its proposal. Both parties shall immediately inform the other in writing of any changes to its notice contact and/or address.

72.700 Attorney's Fees

In addition to General Condition 5.2, in the event that the DHS should prevail in any legal action arising out of the performance or non-performance of the contract, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees and costs. The term 'legal action' shall be deemed to include administrative proceedings of all kinds, as well as all actions at law or equity.

72.800 Authority

Each party has full power and authority to enter into and perform the contract, and the person signing the contract on behalf of each party certifies that such person has been properly authorized and empowered to enter into the contract. Each party further acknowledges that it has read the contract, understands it, and agrees to be bound by it.

72.900 Insurance Requirement

The Contractor shall obtain from a company authorized by law to issue such insurance in the State of Hawai'i commercial general liability insurance ("liability insurance") in an amount of at least One Million Dollars (\$1,000,000.00) per occurrence (not claims made), and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage resulting from the Contractor's performance under the contract. The Contractor shall maintain in effect this liability insurance until the State certifies that the Contractor's work under the Contract has been completed satisfactorily.

The liability insurance shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith. A certificate of the liability insurance shall be given to the State by the Contractor. The certificate shall provide that the State and its officers and employees are Additional Insureds. The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the State at least 30 days prior written notice by registered mail.

Should the "liability insurance" coverages be cancelled before the Contractor's work under the Contract is certified by the State to have been completed satisfactorily, the Contractor shall immediately procure replacement insurance that complies in all respects with the requirements of this section. Nothing in the insurance requirements of this Contract shall be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from its operations under this Contract, including the Contractor's separate and independent duty to defend, indemnify, and hold the State and its officers and employees harmless pursuant to other provisions of this Contract.

The Contractor shall obtain from a company authorized by law to issue such insurance in the State of Hawai'i automobile liability insurance in an amount of at least One Million Dollars (\$1,000,000.00) per accident. Contractor shall attach a certificate of insurance or policy declaration when Contractor's automobile insurance

is to insure personally owned vehicles used to perform services as described in this RFP, showing appropriate coverage, which includes hired and non-owned vehicles.

If Contractor requires or permits its employees to use automobiles owned by Contractor to carry out services specified in this RFP, then Contractor shall require said employees to have a valid driver's license and to use only vehicles which have the required minimum coverage stated above.

Contractor's employees who are required or permitted to use personally-owned automobiles to carry out services specified in this Agreement must have a valid driver's license and use only vehicles with the minimum coverage required herein. Contractor shall maintain a copy of such policy(ies) in Contractor's employee file.

SECTION 80

MANDATORY AND TECHNICAL PROPOSAL

80.100 Introduction

The applicant shall comply with all content and format requirements for the technical proposal. The proposal shall be on standard 8 ½" by 11" paper, single spaced, singled sided and with text no smaller than 11-point font. The pages must have minimum margins of three-quarters (3/4) of an inch. All proposal pages must be numbered and identified with the applicant's name.

The applicant shall answer all questions in the order in which they appear in each sub-section. The applicant shall restate each question above the applicant's response. The questions related to any attachment do not need to be restated as long as the referenced attachment is clear from its title. The applicant shall place any attachments in the order in which they are requested behind the narrative responses for that sub-section.

The Technical Proposal narrative shall not exceed one-hundred (100 pages), excluding Attachments. The DHS values economy of presentation in RFP responses - consistent with this principle, narrative in excess of this maximum page limit as well as any documentation not specifically requested in this RFP will not be reviewed for bid evaluation purposes. Additionally, providing applicant literature, such as company reports or policies and procedures from a related contract, in lieu of a narrative that directly addresses an RFP question may result in the applicant receiving a *non-responsive* score for that question.

80.200 Mandatory Requirements

80.210 Attachment: Transmittal Letter

The transmittal letter shall be on official business letterhead and shall be signed by an individual authorized to legally bind the applicant. It shall include:

- A. A statement indicating that the applicant is a corporation or other legal entity. All subcontractors shall be identified and a statement included indicating the percentage of work to be performed by the prime applicant and each subcontractor, as measured by percentage of total contract price;
- B. A statement that the applicant is or will be registered to do business in Hawaii and has or will obtain a State of Hawaii General Excise Tax License, if applicable, and that this will be submitted to the DHS with the signed contracts (following the Contract Award date and prior to the Contract Effective Date identified in Section 20.100);
- C. A statement identifying all amendments and addenda to this RFP issued by the issuing office. If no amendments or addenda have been issued, a statement to that effect shall be included;
- D. A statement of affirmative action that the applicant does not discriminate in its employment practices with regard to race, color, religion, creed, age, sex, national origin or mental or physical handicap, except as provided by law;
- E. A statement that neither cost nor pricing is included in the mandatory or the technical proposal;
- F. A statement that no attempt has been made or will be made by the applicant to induce any other party to submit or refrain from submitting a proposal;
- G. A statement that the applicant has read, understands and agrees to all provisions of this RFP;
- H. A statement that it is understood that if awarded the contract, the applicant's organization will deliver the goods and services meeting or exceeding the specifications in the RFP and amendments;
- I. The applicant's Hawaii excise tax number (if applicable);
- J. A statement that the person signing this proposal certifies that he/she is the person in the applicant's organization responsible for, or authorized to make, decisions as to the prices quoted, that the offer is firm and binding, and that he/she has not participated and will not participate in any action contrary to the above conditions; and
- K. A statement of independent price determination as described in Section 20.880.

80.220 Company Background

The applicant shall provide a description of its company that includes:

- A. The applicant's current legal name;
- B. All other names under which the applicant has done business over the last ten (10) years;
- C. Address, main telephone number, main fax number and e-mail address of the applicant's headquarters;
- D. Date company was established;
- E. Date company began operations;
- F. Names and addresses of officers and directors; and
- G. The size and resources, including total number of employees and their locations.

The information required above shall also be supplied for each subcontractor the applicant intends to use.

80.230 Attachment: Financial Statements

Financial statements for the applicant (each partner if the applicant is a joint venture), shall be provided for each of its last three (3) fiscal years. These statements shall include:

- A. Balance Sheets;
- B. Statements of Income;
- C. Statements of Cash flow;
- D. Auditor's reports;
- E. Amounts associated with related party transactions;
- F. Management letters;
- G. Federal Income Tax returns; and
- H. The name and address of any sponsoring corporation or others who provide financial support to your company, and the type of support (e.g. guarantees, letters of credit, etc.). Indicate if there are maximum limits to this financial support.

If an applicant seeks confidentiality on a part of a submission, the section of that submission which is sought to be protected must be marked as "Proprietary". Additionally, the applicant must submit an explanation of how substantial competitive harm would occur if the requested information were released. If the explanation is deemed sufficient, to the extent permitted by the exemptions in Section 92F-13, HRS, State of Hawaii Office of Information Practices, or a Court, the affected section may be deemed confidential. Blanket labeling of the entire document as "Proprietary," however, will result in none of the document being considered proprietary.

80.240 Attachment: Other Documentation

The applicant shall attach, in the following order:

- A. The Proposal Application Identification form (Form SPO-H-200);
- B. The State of Hawaii the DHS Proposal Letter (Appendix J);
- C. The Certification for Contracts, Grants, Loans and Cooperative Agreements form;
- D. The Disclosure Statement (CMS required) form;
- E. Disclosure Statement;
- F. The Disclosure Statement (Ownership) form;
- G. The Organization Structure and Financial Planning form;
- H. The Financial Planning form;
- I. The Financial Performance form;
- J. The Controlling Interest form;
- K. The Background Check Information form;
- L. The Operational Certification Submission form;
- M. Applicant's Proof of Insurance;
- N. The Wage Certification form;
- O. The Standards of Conduct Declaration form; and
- P. The State and Federal Tax Clearance certificates from the prime applicant and, upon request from subcontractors, as assurance that all federal and state tax liabilities have been paid and that there are no significant outstanding balances owing (a statement shall be included if certificates are

not available at time of submission of proposal that the certificates will be submitted in compliance with Section 20.500.).

80.300 Technical Proposal

80.310 Experience and Past Performance

The applicant's response shall reflect all relevant contracts, contacts and work performed by a joint venture partner and/or subcontractor, in which case the response must clearly identify when the response is referring to the applicant, a joint venture partner or a subcontractor.

In its response the applicant shall address the following:

- A. Prior experience as an enrollment counselor/enrollment broker/choice counselor for a Medical Assistance population within the past five (5) years. Provision of no more than three (3) distinct and verifiable references for current or past health and human services program clients, including the following information:
 - 1. The name, title, address, telephone number and e-mail address of the client and/or contract manager;
 - 2. The number of years that services were or have been provided for that program; and
 - 3. Contract award and program implementation dates.

Clients that are listed as joint venture partners or subcontractors in the applicant's response to this RFP cannot be accepted as Past Performance references under this solicitation.

- B. Whether or not any contract has been terminated or not renewed for non-performance or poor performance within the past five (5) years.
- C. Instances where a full contract term has not been completed or where contracts have been self-terminated. Please include information on the details of the termination, non-renewal, failure to complete a full contract term or self-termination.

As part of the technical proposal evaluation, the evaluation committee will interview at least three (3) of the listed references to determine their satisfaction with the applicant/joint venture partner/subcontractor(s) and to confirm the accuracy of the information provided. In addition, the evaluation committee may solicit from the references names and contact information for other individuals inside the reference's organization and/or member advocacy groups in the State or service region. The evaluation committee may contact these additional individuals to discuss the applicant/joint venture partner/subcontractor.

This section will be scored based upon:

- The relevance of the cited experience and past performance references, i.e. whether they involve work similar in scope and equivalent in volume to the expected work associated with the QExA Enrollment Counselor contract;
- Whether or not a contract has been terminated or not renewed for non-performance or for poor performance; and
- The level of satisfaction of the references and other contacts with whom the member(s) of the evaluation committee spoke.

80.320 Community Education and Outreach

The applicant shall:

- A. Explain how it will communicate effectively with potential enrollees and distinguish these communications from overall awareness efforts (through community outreach, radio PSAs, etc.); and
- B. Discuss the critical design considerations necessary for an informational DVD for potential enrollees.

The responses for (A) and (B) must take into account non-English populations, populations with hearing and visual impairments, populations with limited literacy, and populations with cognitive impairments and other special health care needs. Additionally, the responses should be crafted (and framed, as needed) such that they convey the applicant's strategies for ensuring that its community education and

outreach activities yield the greatest benefit to the populations which will be served by the QExA program.

80.330 Call Center and Mail Processing Operations

The applicant shall provide a detailed proposal for how it will operate a Call Center as specified in Section 50.300, and conduct mail processing functions as specified in Sections 50.130, 50.150 and 50.160. The applicant will provide a description of how it will ensure compliance with the language and hearing-impaired accessibility requirements in Sections 50.220.4, 50.310.4 and 50.310.5.

80.340 Community-Based Counseling

The applicant shall describe its proposal for fulfilling the community-based counseling requirements for enrollees and potential enrollees as described in Section 50.400. At a minimum the proposal shall address:

- A. How the applicant will determine the appropriate level and geographic coverage of field-based enrollment counseling resources (including, if applicable, how the applicant will use third parties) for the following phases of the project:
 - 1. Transition period;
 - 2. Initial Implementation period;
 - 3. Operations following the Initial Implementation period; and
 - 4. Open Enrollment periods.
- B. How the applicant will handle fluctuations in community-based counseling activity, including deviations from projections of workload metrics such as average face time with beneficiaries, and thus potential fluctuations in staffing, facilities and technology requirements; and
- C. How the applicant will ensure compliance with the language and hearing-impaired accessibility requirements in Sections 50.220.4, 50.310.4 and 50.310.5;
- D. If applicable, how the applicant will incorporate the outbound contacts requirement into its field operation.

80.350 Enrollment Materials

The applicant shall describe its proposal for fulfilling the enrollment materials standards requirements prescribed in Sections 40.110 and 50.110.

80.360 Information Management and Systems

The applicant shall:

- A. Describe how it will continuously meet the connectivity, capacity and scalability requirements outlined in Section 50.710;
- B. Describe how it will use customer relationship management (CRM) software and/or other information system(s) to meet the customer interaction management requirement outlined in Section 50.720; the applicant shall also discuss how use of this technology will be integrated into its Call Center and Community-Based Counseling operations;
- C. Elaborate on how it will meet the System and Information Security, Access Management and Integrity requirements outlined in Section 50.740; and
- D. Describe its business continuity and disaster recovery (BC-DR) strategy outlined in Section 50.750.

80.370 Implementation Management: Capabilities and Preparedness

The applicant shall:

- A. The applicant shall discuss its proposal for meeting the aggressive implementation requirements associated with the Enrollment Counselor contract. At a minimum this proposal will include a detailed description of the applicant's approach to managing the implementation requirements to include establishing an office and interfacing with the DHS during the implementation.
- B. The applicant shall elaborate on how it will mitigate the risks associated with the following contingency scenarios that could be encountered during implementation of the Enrollment Counselor:
 - 1. Delays in building the appropriate organization, inclusive of delays in hiring and training of staff; required to operate program functions;

2. Delays in building and/or configuring and testing the telecommunications and information systems within the Contractor's Span of Control required to implement the Enrollment Counselor;
3. Delays in the publication and/or delivery of outreach materials; and
4. Delays in the publication and/or delivery of enrollment materials.

For each contingency scenario, your response must address: problem identification/determination, specific alternative/backup option(s), how each alternative/backup option would be implemented, how progress in implementing each alternative/backup option would be measured, and how the applicant would determine that the contingency has been dealt with effectively.

- C. The applicant shall discuss its approach for determining its readiness to undertake the functions outlined in this RFP.

SECTION 90 BUSINESS PROPOSAL

90.100 Introduction

This section describes the approach to completing and submitting an applicant's business proposal for the QExA Enrollment Counselor contract.

90.200 Description of In-Scope Costs

The applicant's business proposal shall encompass all costs associated with the following project phases:

- **PRE-TRANSITION.** Covers activities, most of which are expected to be implementation or outreach related, that precede the first day of the Transition period. Costs incurred in this phase are inherently non-recurring.
- **QExA INITIAL IMPLEMENTATION.** The operation of Enrollment Counselor functions during the Transition period and the QExA Implementation period. The total duration of this time period is one-hundred-and-fifty (150) days. As this time period occurs only once in the life of the Enrollment Counselor contract, the costs associated with operating Enrollment Counselor functions during this period are inherently non-recurring.
- **STEADY STATE.** The operation of Enrollment Counselor functions after the completion of the QExA Transition and Implementation period, which would include annually recurring open enrollment and other periods, including but not limited to those periods described in section 50.320.2. In its business proposal the applicant shall include the average cost of operating these functions for each twelve-month period following the conclusion of the QExA Transition and Implementation period.

The applicant shall present its business proposal costs broken down by project phase and by the following cost categories:

1. Call Center and Mail Processing Operations: includes intake (by phone, mail or fax), recording and entry of enrollment requests and valid requests for plan changes without cause as described in Section 30.210.7; intake and recording of disenrollment and program exemption requests and the forwarding of said requests to the DHS; handling of returned mail as prescribed in Section 50.150; scheduling of community-based counseling activities as described in Sections 50.220; handling of complaints as described in Sections 50.140.5 and 50.600; handling of *ad hoc* correspondence as described in Section 50.140.6; outbound counseling contacts as described in Section 50.250; and handling of inquiries including external referrals where applicable as described in Section 50.240.3.
2. Community-Based Counseling: all of the Enrollment Counselor functions encompassed in Section 50.400 of this RFP.
3. Materials and Outreach: all of the Enrollment Counselor functions encompassed in Sections 40, 50.110, 50.120, 50.130, and 50.620.5.
4. Enrollment Counselor Implementation: non-recurring costs which are not specific to any of the other cost categories. This would include, but not necessarily be limited to, costs associated with readiness reviews, project management staff and related functions.

90.300 Submission Specifics

Applicants to this RFP are expected to submit a business proposal consistent with this expected break down of costs. The business proposal shall consist of a completed Budget Schedule (Appendix F). The applicant shall use the Budget Schedule to submit its projected costs by major cost object (manpower, information and telecommunications technologies, facilities, etc.), cost category and project phase. All costs incurred prior to the Steady State phase are to be non-recurring, i.e. one-time costs. All other costs shall be presented as average annual costs to be incurred during the Steady State period.

Applicants shall also provide a summary of projected headcount requirements by project phase and cost category by completing the Staffing Summary section of the Budget Schedule. The summary shall include estimated headcount for functions which the applicant proposed to outsource as well as for functions which would be performed by in-house staff.

SECTION 100 EVALUATION AND SELECTION

100.100 Introduction

The DHS shall conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP. The DHS shall be the sole judge in the selection of the applicant(s). The evaluation of the proposals shall be conducted as follows:

- Review of the proposals to ensure that all mandatory requirements detailed in Section 80.200 are met;
- Evaluation and scoring of the technical proposals – “technical proposal review” – for proposals that meet all mandatory requirements to determine whether the applicant meets the minimum technical criteria and requirements detailed in Section 80.300;
- Opening and scoring of the business proposals – “business proposal review” – for proposals that pass the technical proposal review to determine the applicant with the lowest total weighted cost score (term defined in Section 100.500);
- Compilation of technical and business proposal scores; and
- Award of the contract to the selected applicant.

Failure of the applicant to comply with the instructions of this RFP or failure to submit a complete proposal shall be grounds for deeming the proposal non-responsive to the RFP. However, the DHS reserves the right to waive minor irregularities in proposals provided such action is in the best interest of the State. Where the DHS may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the applicant from full compliance with the RFP specifications and other contract requirements if the applicant is awarded the contract.

Proposals deemed by the evaluation committee(s) to be incomplete or not in accordance with the specified requirements shall be disqualified.

100.200 Evaluation Committee

The DHS will establish an evaluation committee, which will consist of individuals who are familiar with the program and services in-scope and the minimum standards/criteria. Additionally the DHS may, at its discretion, designate additional representatives to assist in the evaluation process. The committee(s) shall evaluate the assigned section of each qualifying proposal and document their comments, concerns and questions.

100.300 Mandatory Proposal Evaluation

Each proposal shall be evaluated to determine whether the requirements as specified in this RFP have been met. The proposal will first be evaluated against the following criteria:

- Proposal was submitted within the closing date and time for proposals as required in Section 20.100;
- The applicant's technical and business proposals are in separate envelopes/boxes as required in Section 21.200;
- The proper number of separately bound copies is sealed envelopes/boxes as required in Section 21.200;
- All information required in Section 80.200 has been submitted;
- Certified statement as specified in Section 20.880 regarding Independent Price Determination is included; and
- Proposal contains the necessary information in the proper order.

A proposal must meet all mandatory requirements in order to be considered for technical proposal review. Any proposal that does not meet all mandatory requirements will not have its technical proposal reviewed; the technical proposal will be returned to the applicant.

100.400 Technical Proposal Review

The technical proposals that have met all mandatory requirements shall be reviewed in order to identify those applicants that meet the technical requirements detailed in Sections 40 and 50 of this RFP.

The evaluation committee will award points to the applicant's responses to the RFP questions in Section 80 according to the following methodology:

5 – The response is **excellent**: it exceeds most, if not all, expectations/requirements and has no deficiencies.

4 – The response is **good**: it meets the expectations/requirements with no deficiencies.

3 – The response is **acceptable**: it meets most expectations/requirements with no deficiencies, and would meet all expectations/requirements if minor deficiencies noted were corrected in the allotted implementation timeframe.

2 – The response is **inadequate**: only a minority of the expectations/requirements is met without deficiencies; the response has significant deficiencies in the proposed approach to meeting the remaining requirements (these deficiencies may or may not be correctible in the allotted implementation timeframe).

1 – The response is **unacceptable**: it fails to meet expectations/requirements and has major deficiencies that do not appear to be correctible.

0 – **Non-responsive**: no response provided.

The DHS reserves the right to add, delete or modify criteria used to assign points to applicant responses to RFP questions.

A maximum of 700 points will be awarded to each applicant's technical proposal.

The allocation of points to technical proposal questions is as follows:

RFP Section/Technical Proposal Area	Max. Points per Area
80.310 - Experience and Past Performance	100
80.320 - Community Education and Outreach (Including Outreach Materials)	120
80.330 - Call Center and Mail Processing Operations	130
80.340 - Community-Based Counseling	140
80.350 - Enrollment Materials	15
80.360 - Information Management and Systems	60
80.370 - Implementation Management	135
Maximum Points, Technical Proposal	700

In order for an applicant’s technical proposal to be deemed “passing,” the applicant must:

- Obtain a minimum of seventy percent (70%) of the total points; and
- Obtain an average score of 2 or higher for its responses to every question in each *technical proposal area*.

The DHS will open and evaluate business proposals only for those applicants with “passing” technical proposals. For applicants that do not submit a “passing” proposal, the proposals shall be returned with a letter of explanation and their business proposals will not be opened.

100.500 Business Proposal Review

A maximum of 300 points will be awarded to each applicant’s business proposal. Points will be awarded to each applicant based on the lowest *weighted cost score* for each of the three project phases as follows:

1. Allocating the maximum evaluation points assigned to the business proposal to each project phase based on weights assigned to each phase as determined by the DHS.

EXAMPLE: In Exhibit X, these weights are set as follows: 25 percent to the Pre-Transition phase, 55 percent to the QExA Initial Implementation phase, and 20 percent to the Steady State phase. These weights are then applied to the maximum points that can be awarded to a business proposal. As a result, the maximum points that an applicant can receive for having the lowest cost for a particular project phase are: 75 points (300 x 25%) for Pre-Transition, 165 points (300 x 55%) for QExA Initial Implementation and 60 points (300 x 20%) for Steady State.

2. Computing for each applicant the evaluation points it can receive by project phase, based on its cost for a project phase relative to the lowest applicant cost for that phase. For instance, an applicant whose cost for the transition period is twice as high as the lowest applicant cost for the same period would be awarded half of the maximum evaluation points allotted to the Transition Period project phase. The applicant with the lowest cost for a project phase would receive the maximum evaluation points for that phase.

EXAMPLE: In Exhibit X, Applicant 3 receives 75 points for having the lowest Pre-Transition costs. Applicant 1's Pre-Transition costs are ten percent higher than Applicant 3's; as a result Applicant 1 is awarded 67.5 points for its Pre-Transition business proposal. The 67.5 points awarded to Applicant 1 are 90 percent (100%-10%) of the points awarded to the lowest-cost applicant for the Pre-Transition phase (conversely, the 67.5 points are 10 percent less than the points awarded to Applicant 3).

3. Adding an applicant's earned points as described in (2.) for all project phases to compute the weighted cost score for that applicant.

100.600 Selection of Applicants

Upon completion of the Technical and Business Proposal reviews, the DHS will sum the scores from both reviews to compute a total score for each proposal. Prior to final selection and contract award, and as part of negotiations prior to actual contract

award, the DHS reserves the right to request that the applicants with the highest total scores agree to site visits and submittal of a Best and Final Offer (BAFO) proposal.

100.700 Contract Award

Upon selection of the applicant to whom the QExA Enrollment Counselor contract will be awarded, the DHS will initiate the contracting process. The applicant shall be notified in writing that its RFP proposal has been accepted and that the DHS intends to contract with the applicant. This letter will also serve as notification that the applicant should begin to develop its programs, materials, policies and procedures for the Enrollment Counselor functions.

The contracts will be awarded no later than the Contract Award date identified in Section 20.100. If an awarded applicant requests to withdraw its bid without incurring penalties, it must be requested in writing to the MQD before the close of business (4:30 p.m. HST) on the Contract Award date identified in Section 20.100. After that date, the State will expect to enter into a contract with the applicant.

This RFP and the applicant's technical and business proposals shall become part of the contract.

APPENDIX A – PROPOSAL APPLICATION FORM (SPO-H-200)

APPENDIX B – WRITTEN QUESTIONS FORMAT

APPENDIX C – GENERAL CONDITIONS

APPENDIX D – BUSINESS ASSOCIATE LANGUAGE

APPENDIX E – STANDARDS OF CONDUCT

APPENDIX F – PROPOSAL BUDGET SCHEDULE

APPENDIX G – BUSINESS PROPOSAL EVALUATION TOOL

APPENDIX H – DISCLOSURE STATEMENT

APPENDIX I – NOTICE OF INTENT

APPENDIX J – PROPOSAL LETTER