

**State of Hawaii
Department of Human Services
Med-QUEST Division
Contract Monitoring and Compliance Section**

Request for Proposals

RFP-MQD-2010-003

**To provide Care Coordination/Case
Management Services for the State of Hawaii
Organ and Tissue Transplant Program
(SHOTT)**

5/14/09

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, you may download the [RFP Interest form](#), complete and e-mail or mail 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.

Table of Contents

SECTION 10	ADMINISTRATIVE OVERVIEW	6
10.100	PURPOSE OF THE REQUEST FOR PROPOSAL.....	6
10.200	AUTHORITY FOR ISSUANCE OF RFP.....	6
10.300	ISSUING OFFICER.....	7
10.400	USE OF SUBCONTRACTORS.....	7
10.500	ORGANIZATION OF THE RFP.....	7
SECTION 20	RFP SCHEDULE AND REQUIREMENTS	9
20.100	RFP TIMELINE.....	9
20.200	ORIENTATION CONFERENCE.....	9
20.300	SUBMISSION OF QUESTIONS.....	10
20.400	NOTICE OF INTENT.....	10
20.500	TAX CLEARANCE.....	11
20.600	CERTIFICATE OF GOOD STANDING.....	11
20.610	<i>Hawaii Compliance Express (HCE)</i>	11
20.700	DOCUMENTATION.....	12
20.800	RULES OF PROCUREMENT.....	12
20.810	<i>No Contingent Fees</i>	12
20.820	<i>Discussion with Applicants</i>	12
20.830	<i>RFP Amendments</i>	13
20.840	<i>Costs of Preparing Proposal</i>	13
20.850	<i>Provider Participation in Planning</i>	13
20.860	<i>Disposition of Proposals</i>	13
20.870	<i>Rules for Withdrawal or Revision of Proposals</i>	14
20.880	<i>Independent Price Determination</i>	14
20.900	CONFIDENTIAL INFORMATION.....	14
20.910	<i>Confidentiality of Personal Information</i>	14
21.100	ACCEPTANCE OF PROPOSALS.....	15
21.200	SUBMISSION OF PROPOSALS.....	15
21.300	DISQUALIFICATION OF OFFERORS.....	16
21.400	IRREGULAR PROPOSALS.....	17
21.500	REJECTION OF PROPOSALS.....	18
21.600	MULTIPLE OR ALTERNATE PROPOSALS.....	18
21.700	CANCELLATION OF RFP.....	18
21.800	OPENING OF PROPOSALS.....	18
21.900	ADDITIONAL MATERIALS AND DOCUMENTATION.....	19
22.100	FINAL REVISED PROPOSAL.....	19
22.200	NOTICE OF AWARD.....	19
22.300	PROTESTS.....	20
SECTION 30	BACKGROUND	21
30.100	MEDICAL ASSISTANCE IN HAWAII.....	21
30.200	HAWAII QUEST (QUEST).....	21

30.300	QUEST EXPANDED ACCESS (QEXA).....	22
30.400	QUEST-NET	22
30.500	QUEST-ADULT COVERAGE EXPANSION (QUEST-ACE).....	23
30.600	DEPARTMENT OF HUMAN SERVICES.....	23
30.700	TRANSPLANT SERVICES TO BE PROVIDED.....	24
SECTION 40 SCOPE OF SERVICES		25
40.100	OFFEROR’S ROLE IN MANAGED CARE	25
40.200	QUALIFIED CARE COORDINATOR/CASE MANAGEMENT OFFEROR	25
40.300	CARE COORDINATION AND CASE MANAGEMENT.....	25
40.400	CERTIFYING AND CREDENTIALING PROVIDERS	27
40.500	COORDINATION OF OTHER BENEFITS	29
40.600	REIMBURSEMENT	30
40.700	PROCESSING OF BENEFIT COST	30
40.800	REPORTING REQUIREMENTS	30
40.900	OFFEROR PERSONNEL.....	31
40.910	<i>Transplant Coordinator</i>	31
40.920	<i>Supporting Staff</i>	32
41.100	AUTHORIZATION/APPROVAL PROCESS.....	32
41.200	OTHER SERVICES TO BE PROVIDED.....	36
41.300	CLIENT AND CONTRACTOR’S RESPONSIBILITIES	38
41.400	TRANSPLANT VOLUMES.....	38
41.500	PROVIDER GRIEVANCE, COMPLAINTS AND APPEALS PROCESS	39
SECTION 50 TERMS AND CONDITIONS.....		40
50.100	GENERAL.....	40
50.200	TERM OF THE CONTRACT.....	41
50.210	<i>Availability of Funds</i>	41
50.300	GENERAL AND SPECIAL CONDITIONS OF CONTRACT.....	42
50.400	INSPECTION OF WORK PERFORMED	42
50.500	SUBCONTRACTOR/PROVIDER AGREEMENTS	42
50.600	APPLICABILITY OF HAWAII REVISED STATUTES	44
50.610	<i>Wages, Hours and Working Conditions of Employees Providing Services</i>	44
50.620	<i>Standards of Conduct</i>	44
50.630	<i>Campaign Contribution by State and County Contractors</i>	44
50.700	AUDIT REQUIREMENTS	44
50.800	CONFIDENTIALITY OF INFORMATION.....	44
50.900	USE OF FUNDS	46
51.100	LIQUIDATED DAMAGES.....	46
51.200	MONTHLY INVOICE.....	46
51.300	ACCEPTANCE.....	47
51.400	DISPUTES.....	47
51.500	RETENTION OF MEDICAL RECORDS	47
51.600	WARRANTY OF FISCAL INTEGRITY.....	48
51.700	FULL DISCLOSURE	48

51.710	<i>Litigation</i>	48
51.800	PAYMENT TO SUBCONTRACTORS AND PROVIDERS	49
51.900	FORCE MAJEURE	49
51.100	PROHIBITION OF GRATUITIES	49
51.200	AUTHORITY	50
SECTION 60	TECHNICAL PROPOSAL.....	51
60.100	INTRODUCTION	51
60.200	PROPOSAL LETTER.....	51
60.300	TRANSMITTAL LETTER	51
60.400	EXECUTIVE SUMMARY	53
60.500	COMPANY BACKGROUND AND EXPERIENCE	53
60.510	<i>Background of the Company</i>	53
60.520	<i>Company Experience</i>	53
60.600	ORGANIZATION AND STAFFING	54
60.610	<i>Organization Charts</i>	54
60.620	<i>Staffing</i>	54
60.700	FINANCIAL STATUS	55
60.710	<i>Financial Statements</i>	55
60.800	PROVIDER NETWORK.....	56
60.900	DATA PROCESSING CAPABILITIES	56
SECTION 70	BUSINESS PROPOSAL	57
70.100	ADMINISTRATIVE RATE	57
SECTION 80	EVALUATION AND SELECTION.....	58
80.100	INTRODUCTION	58
80.200	EVALUATION COMMITTEES.....	58
80.300	MANDATORY REQUIREMENTS	59
80.400	TECHNICAL PROPOSAL EVALUATION AND SCORING	60
80.410	<i>Step I - Merits of the Offeror and the Offeror's Technical Proposal (100 possible points)</i>	60
80.420	<i>Step II – Cost Analysis and Award</i>	60
80.500	STEP I – MERITS OF THE BIDDER AND THE BIDDER'S PROPOSAL	60
80.600	STEP II-BUSINESS PROPOSAL.....	62
80.700	STEP III - CONTRACT AWARD.....	63
APPENDIX A	– PROPOSAL APPLICATION FORM (SPO-H-200)	64
APPENDIX B	– WRITTEN QUESTIONS FORMAT	65
APPENDIX C	- GENERAL CONDITIONS.....	66
APPENDIX D	– BUSINESS ASSOCIATE LANGUAGE	67
APPENDIX E	– STANDARD OF CONDUCT	68

APPENDIX F – PROPOSAL LETTER69

APPENDIX G – DISCLOSURE STATEMENT70

APPENDIX H – BUSINESS PROPOSAL71

APPENDIX I – NOTICE OF INTENT TO PROPOSE72

APPENDIX J – SHOTT GUIDELINES73

APPENDIX K – SHOTT POLICIES AND PROCEDURES.....74

APPENDIX L – SHOTT EMERGENCY REFERRAL PROCEDURE75

APPENDIX M – TRANSPLANT SERVICES (CHAPTER 8-PROVIDER MANUAL76

APPENDIX N – FORM 208 AIR TRANSPORTATION TRAVEL REQUEST PROCESS77

APPENDIX O - TRANSPLANT ADMINISTRATION SURVEY78

APPENDIX P - HEART TRANSPLANT APPLICATION79

APPENDIX Q - LIVER TRANSPLANT APPLICATION80

APPENDIX R - LUNG TRANSPLANT APPLICATION81

APPENDIX S - HEART-LUNG TRANSPLANT APPLICATION82

APPENDIX T - BONE MARROW CREDENTIALING APPLICATION83

APPENDIX U - PEDIATRIC SMALL BOWEL84

APPENDIX V - PANCREAS TRANSPLANT APPLICATION85

APPENDIX W - KIDNEY-PANCREAS TRANSPLANT APPLICATION86

APPENDIX X – KIDNEY TRANSPLANT APPLICATION87

APPENDIX Y – ADULT INTESTINAL TRANSPLANT APPLICATION88

SECTION 10 ADMINISTRATIVE OVERVIEW

10.100 Purpose of the Request for Proposal

This Request for Proposal (RFP) solicits proposals from qualified companies to provide care coordination and case management services under the State of Hawaii's Transplant Program. The organizations that respond to this RFP must be able to provide a system for the direction, coordination, monitoring, and tracking of services received by each QUEST, QUEST Expanded Access (QExA), and Medicaid fee-for-service clients, on a statewide basis. Proposals for a specific island or county will not be accepted.

Offerors are advised that the entire RFP, any addenda, and the corresponding proposal shall be part of the contract with the successful offeror. The Department of Human Services (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 State will consider allowing offerors additional time to submit the proposals.

Offerors are encouraged to read each section of the RFP thoroughly. While sections may appear similar among RFP's, state purchasing agencies may add additional information as applicable. It is the responsibility of the Offeror to understand the requirements of each RFP.

10.200 Authority for Issuance of RFP

This RFP is issued under the provisions of the Hawaii Revised Statutes (HRS), Chapter 103F and its administrative rules. All prospective Offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any Offerors shall constitute admission of such knowledge on the part of such Offeror. Failure to comply with any requirement may result in the rejection of the proposal. 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, Department of Human Services. The Issuing Officer or designated staff within DHS is the sole point of contact from the date of release of this RFP until the selection of a successful offeror. The Issuing Officer is:

Ms. Patricia Bazin, Health Care Services Branch Administrator
Department of Human Services/Med-QUEST Division
601 Kamokila Boulevard, Room 506A
Kapolei, HI 96707
Telephone: (808) 692-8083
Facsimile: (808) 692-8087

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 primary Offeror and shall have responsibility for not less than sixty percent (60%) of the work to be performed. The project leader shall be an employee of the prime offeror. All other participants shall be designated as Subcontractors.

Subcontractors shall be identified by name and by a description of the services/functions, they will be performing. The primary Offeror shall be wholly responsible for the entire performance whether or not subcontractors are used. The Primary Offeror shall sign the contract with DHS.

If a Subcontractor is used, the Offeror shall ensure the MQD that they, as the Primary Offeror, have the ultimate responsibility and to insure the Subcontractor(s) will provide the services according to the criteria of this RFP.

10.500 Organization of the RFP

This RFP is composed of ten 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 and the organization of the RFP.

- Section 20 - RFP Schedule and Requirements– Provides information on the rules and schedules for procurement of the transplant services.
- Section 30 – Background – Describes the current medical assistance programs.
- Section 40 – Scope of Services- Provides information on the services to be provided under the contract.
- Section 50 – Terms and Conditions – Describes the terms and conditions under which the work will be performed.
- Section 60 – Technical Proposal – Defines the required format of the technical proposal and the minimum information to be provided in the proposal.
- Section 70 – Business Proposal – Defines the required format of the business proposal and the minimum information to be provided in the proposal.
- Section 80 – Evaluation and Selection – Defines the evaluation process.

Various appendices are included to support the information presented in Sections 10 through 80.

Section 20 RFP Schedule and Requirements

20.100 RFP Timeline

The delivery schedule set forth herein represents the DHS's best estimate of the schedule that will be followed. If a component of this schedule, such as Proposals 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	May 14, 2009
Orientation Conference	May 18, 2009
Submission of written questions	May 19, 2009
Written responses to questions	May 22, 2009
Notice of Intent to Propose	May 26, 2009
Receipt of proposals	June 10, 2009
Contract Award	June 22, 2009
Implementation	July 1, 2009

20.200 Orientation Conference

An orientation for Offerors in the reference to this RFP will be held on May 18, 2009 at 2:00 p.m. (H.S.T.) at the Med-QUEST Office, Kakuhihewa Building at 601 Kamokila Boulevard, #577A, Kapolei, Hawaii.

Offerors are encouraged to submit written questions prior to the Orientation conference. Impromptu questions will be permitted at the orientation and spontaneous responses provided at the discretion of the state purchasing agency. However, responses provided at the orientation conference are intended only as general direction and may not represent the official position of the state purchasing agency. Formal 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 conference, but no later than the submittal deadline for written questions indicated in Section 20.300, Written Questions.

20.300 Submission of Questions

Offerors shall submit questions in writing and/or on CD in Word 2003 format, or lower to the following address:

Ms. Patricia Bazin
c/o Dona Jean Watanabe
Med-QUEST Division-Finance Office
1001 Kamokila Boulevard, Room 317
Kapolei, Hawaii 96707-2005
Fax: (808) 692-7989

The written questions shall reference the RFP section, page and paragraph number in the format provided in Appendix B. Offerors must submit written questions by 2:00 p.m. (H.S.T.) on the date identified in Section 20.100, DHS shall respond to the written questions no later than the date identified in Section 20.100. No verbal responses shall be considered as official.

20.400 Notice of Intent

Potential offerors shall submit a Notice of Intent to Propose to the Issuing Officer no later than the date identified in Section 20.100 at 2:00 p.m., (H.S.T.). Submission of intent to propose is not a prerequisite for the submission of 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.

Notice of intent can be mailed or faxed to:

Ms. Patricia Bazin
c/o Dona Jean Watanabe
Med-QUEST Division-Finance Office
1001 Kamokila Boulevard, Room 317
Kapolei, Hawaii 96707-2005
Fax: (808) 692-7989

20.500 Tax Clearance

Pursuant to HRS Section 103-53, as a prerequisite to entering into contracts of \$25,000 or more, providers shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. Tax clearance applications may be obtained from the Department of Taxation website at <http://hawaii.gov/tax/> (click on "forms").

Offeror is also required to submit an original current tax clearance certificate for final payment on the contact.

20.600 Certificate of Good Standing

All providers shall comply with all laws governing entities doing business in the State. Prior to contracting, owners of all forms of business doing business in the state except sole proprietorships, charitable organizations unincorporated associations and foreign insurance companies be registered and in good standing with the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website at <http://hawaii.gov/dcca> click on "Business Registration".

20.610 Hawaii Compliance Express (HCE)

Providers may register with HCE for online proof of DOTAX and IRS tax clearance Department of Labor and Industrial Relations (DLIR) labor law compliance, and DCCA good standing compliance. There is a nominal annual fee for the service. The "Certificate of Vendor Compliance" issued online through HCE provides the registered provider's current compliance status as of the issuance date, and is accepted for both contracting and final payment purposes. See website: <https://vendors.ehawaii.gov/hce/splash/welcome.html>

20.700 Documentation

Offerors may review information describing Hawaii's Medicaid program and QUEST and QExA by visiting the DHS MQD website: <http://www.med-QUEST.us>.

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

20.800 Rules of Procurement

To facilitate the procurement process, various rules have been established as described in the following subsections.

20.810 No Contingent Fees

No offeror shall employ any company or person, other than a bona fide employee working solely for the offeror 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 offeror or a company regularly employed by the offeror 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 Discussion 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

DHS reserves the right to amend the RFP any time prior to the closing date for the submission of the proposal.

20.840 Costs of Preparing Proposal

Any costs incurred by the offerors for the development and submittal of a proposal in response to this RFP are solely the responsibility of the offeror, 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 an RFP, including the sharing of information on community needs, best practices, and providers' resources, shall not qualify providers from submitting proposals if conducted in accordance with HAR Sections 3-142-202 and 3-142-203.

20.860 Disposition of Proposals

All proposals become the property of the State of Hawaii. The successful proposal shall be incorporated into the resulting 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) working days of receipt.

Offerors who submit technical proposals which do not meet mandatory requirements or which do not meet all the threshold requirements during the technical evaluation phase, shall have their technical and business proposals returned. The business proposal shall be returned unopened.

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 deadline for receipt of proposals provided that a request in writing executed by an offeror or its duly authorized representative for the withdrawal or revision of such proposal is filed with DHS before the deadline for receipt of proposals. The withdrawal of a proposal shall not prejudice the right of an offeror to submit a new proposal.

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 offeror or with any competitor.

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

20.900 Confidential Information

If an applicant believes any portion of a proposal contains information that should be withheld as confidential, the applicant shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data 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.**

20.910 Confidentiality of Personal Information

Act 10 relating to personal information was enacted in the 2008 special legislative session. As a result, the Attorney General's General Conditions of Form AG Form 103F, *Confidentiality of Personal Information*, has been amended to include Section 8

regarding protection of the use and disclosure of personal information administered by the agencies and given to third parties.

21.100 Acceptance of Proposals

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

DHS also reserves the right to waive minor irregularities in proposals providing such action is in the best interest of the State.

Where DHS may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse an offeror from full compliance with the RFP specifications and other contract requirements if the offeror is awarded the contract.

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

Proposals shall be submitted in two parts: technical and business proposals. The format and content of each are specified in Sections 60 and 70 respectively.

The technical proposal shall be submitted in a separate envelope or box from the business proposal. Three (3) bound and one (1) unbound copy of the technical proposal, and in a separate envelope or box, one (1) bound and one (1) unbound copy of the business proposal shall be received by the Issuing Officer no later than 2:00 p.m. (H.S.T.) on the date identified in Section 20.100. Proposals shall be mailed or delivered to:

Ms. Patricia Bazin
c/o Dona Jean Watanabe
Med-QUEST Division-Finance Office
1001 Kamokila Boulevard, Suite 317
Kapolei, HI 96707

All mail-in proposals shall be postmarked by the United States Postal System (USPS) and received by the DHS no later than the submittal deadline. All hand deliveries will not be accepted after 2:00 p.m. H.S.T., on the date identified in Section 20.100. Deliveries by private mail services, such as Fed Ex, shall be considered hand deliveries and shall be rejected if received after the Submittal Deadline. Dated USPS shipping labels are not considered postmarks.

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

Hawaii DHS/RFP-MQD-2010-003
SHOTT Care Coordinator/Case Manager
Technical Proposal
(Name of Offeror)

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

Hawaii DHS/RFP-MQD-2010-003
SHOTT Care Coordinator/Case Manager
Business Proposal
(Name of Offeror)

21.300 Disqualification of Offerors

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

- Proof of collusion among offerors, 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 offeror
- An offeror's lack of responsibility and cooperation as shown by past work or services

- An offeror's being in arrears on existing contracts with the State or having defaulted on previous contracts
- An offeror's lack of proper provider network and/or sufficient experience to perform the work contemplated
- An offeror's lack of a proper license to cover the type of work contemplated, if required
- An offeror shows any noncompliance with applicable laws
- An offeror's delivery of proposal after the proposal due date
- An offeror'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 offeror's lack of financial stability and viability
- An offeror'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:

- If either the proposal letter or transmittal letter is unsigned by an offeror or does not include notarized evidence of authority of the officer submitting the proposal to submit such proposal
- If 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
- If an offeror 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 problems involved and comply with the service specifications. 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:

- Rejection for failure to cooperate or deal in good faith (HAR §3-141-201)
- Rejection for inadequate accounting system (HAR §3-141-202)
- Late Proposals (HAR §3-143-603)
- Inadequate response to request for proposals (HAR §3-143-609)
- Proposal not responsive (HAR §143-610(a)(1))
- Applicant not responsible (HAR §3-143-610(a)(2))

21.600 Multiple or Alternate Proposals

Multiple or alternate proposals shall not be accepted unless specifically provided for in Section 40 of this RFP. In the event alternate proposals are not accepted and an applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the applicant.

21.700 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 interests of the State.

21.800 Opening of Proposals

Upon receipt of a proposal by the state purchasing agency at a designated location, proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped and, when possible, time-stamped. All documents so received shall be held

in a secure place by the state purchasing agency and not examined for evaluation purposes until the submittal deadline.

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

21.900 Additional Materials and Documentation

Upon request from the state purchasing agency, each Offeror 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. The offeror shall submit only the section (s) of the proposal that are amended, along with the Proposal Application Identification Form (SPO-H-200). After final revised proposals are received, final evaluations will be conducted for an award.

22.200 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 agreement 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, regulations, 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.

22.300 Protests

Any Offeror may file a protest against the awarding of the contract. The Notice of Protest form, SPO-H-801, is available on the SPO website: <http://hawaii.gov/spo/>. Only the following matters may be protested:

1. A state purchasing agency's failure to follow procedures established by Chapter 103F of the Hawaii Revised Statutes.
2. A state purchasing agency's failure to follow any rule established by Chapter 103F of the Hawaii Revised Statutes; and
3. A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

A Notice of Protest shall be postmarked by 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) working days of the postmark of the Notice of Findings and Decision sent to the protestor. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the State purchasing agency.

Head of Purchasing Agency	Procurement Officer
Name: Lillian B. Koller, Esq.	Name: Dr. Kenneth S. Fink
Title: Director of Human Services	Title: Administrator, Med-QUEST Division
Mailing Address: P.O. Box 339 Honolulu, HI 96809-0339	Mailing Address: P.O. Box 700190 Kapolei, HI 96709-0190
Business Address: 1390 Miller Street Honolulu, HI 96813	Business Address: 1001 Kamokila Blvd, Ste 317 Kapolei, HI 96707

SECTION 30 BACKGROUND

30.100 Medical Assistance in Hawaii

MQD is the unit within the Department of Human Services (DHS) that administers the medical assistance programs. Medicaid, a federal and state partnership program created by Congress in 1965, provides medical assistance benefits to qualified uninsured and underinsured through the QUEST, QExA, QUEST-Net, and QUEST-ACE programs.

Together, Medicaid covers approximately 225,000 individuals (185,000 in QUEST and 40,000 in QExA). In addition to asset and income limits, the basic eligibility requirements for Medicaid include being 1) a U.S. citizen or qualified alien; 2) a Hawaii resident; and 3) not residing in a public institution such as prison or the State psychiatric hospital. Different eligibility categories such as pregnant women and children have different income thresholds and are not subject to an asset limit.

MQD also administers state-funded programs for pregnant immigrant women, immigrant women who meet requirements for the Breast and Cervical Cancer program and for immigrant children. Eligibility requirements are the same as for Medicaid, but there is no U.S. citizenship requirement. Eligible persons are placed either in the QUEST managed care plans or the QExA program. Federal dollars are not claimed for these eligibility groups.

30.200 Hawaii QUEST (QUEST)

QUEST is a statewide Medicaid demonstration project (Section 1115 waiver) that provides medical, dental and behavioral health services through competitive managed care delivery systems.

QUEST includes individuals who are eligible for medical assistance, but who are not aged, blind or disabled. Generally, these individuals include:

- Temporary Assistance for Needy Family (TANF) and TANF related programs

- Foster Care
- General Assistance (GA) Program
- Former State Health Insurance Program (SHIP)

QUEST incorporates separate plans for the provision of medical services, specialized behavioral health services, and certain transplants for children and adults.

30.300 QUEST Expanded Access (QExA)

The State's Medicaid QExA program provides medical assistance to eligible individuals under Title XIX of the Social Security Act. The QExA program is a state administered program, which receives federal funding for approximately 55% of its expenditures.

Hawaii's QExA covers all mandatory Medicaid groups as well as several optional eligibility groups. The QExA currently provides health services to approximately 40,000 individuals.

Effective February 1, 2009, most ABD clients were transitioned from the FFS program to a managed care delivery system through a statewide Medicaid demonstration project (Section 1115 waiver) providing primary, acute and long-term care services.

30.400 QUEST-Net

QUEST-Net is a program implemented on April 1, 1996, providing limited medical and behavioral health services to eligible clients. This program was developed primarily to serve as a safety net for persons who become ineligible for QUEST or ABD because their assets exceed the allowable retention limitations. Applicants with any type of medical coverage including Medicare, VA, or Champus, are not eligible for QUEST-Net.

Participants must meet basic eligibility criteria, have income below 300% of the federal poverty level (FPL), and not be eligible for employer-sponsored health coverage.

QUEST-Net children receive the same benefit package as QUEST children and the State reimburses the medical plan the QUEST

rate for each QUEST-Net child. For purposes of QUEST-Net, children include any client up to the age of 21. Individuals 21 and over in QUEST-Net are subject to limited medical and behavioral health benefits and are not eligible for enrollment into the BHMC (Behavioral Health Managed Care) plan, or other services such as case management, outreach services, and transportation.

30.500 QUEST-Adult Coverage Expansion (QUEST-ACE)

QUEST-ACE is a health coverage program for a gap group of adults, ages 19 through 64, as well as clients who are ABD, with incomes up to 200% of the federal poverty level who are uninsured or unable to enroll in QUEST due to the enrollment cap and are unable to enroll in QUEST-Net because they were not already QUEST or Medicaid fee-for-service clients.

Benefits mirror the limited QUEST-Net health package

30.600 Department of Human Services

MQD is the organizational unit within DHS that is responsible for the operation and administration of the medical assistance programs including QUEST, QUEST-Net, QUEST-ACE, and QExA programs. For purposes related to this RFP, the basic functions or responsibilities of MQD include:

- Developing and defining the medical, dental, and behavioral health benefits to be provided by the managed care plans
- Developing the rules, policies, regulations and procedures to be followed under QUEST, QExA, and QUEST-Net, and QUEST-Ace
- Negotiating and contracting with selected medical, behavioral health, and carve-out plans
- Determining initial and continued eligibility of clients
- Enrolling and disenrolling clients

- Monitoring the quality of services provided by the plans and its providers
- Reviewing and analyzing utilization of services provided by the plans and its providers
- Handling unresolved client grievances with the plans and providers
- Billing and collecting client premium share
- Monitoring the financial status of all medical assistance programs administered by the Department
- Analyzing the effectiveness of QUEST, QExA, QUEST-Net, and QUEST-ACE in meeting its objectives
- Managing the Hawaii Prepaid Medical Management Information System (HPMMIS) and the Premium Share Billing System
- Providing client information to the health plans
- Providing monthly capitation payments to health plans
- Managing the fiscal agent functions

30.700 Transplant Services to be Provided

It is expected that the offeror will address and perform the tasks set forth in this RFP. It is also understood that this listing of tasks and activities is not all-inclusive and that other elements of work may be addressed within the offeror's proposal, if deemed appropriate.

The Transplant Program is for eligible QUEST, QExA and Medicaid Fee for Service clients. The program covers non-experimental and non-investigational transplants for clients who meet specific medical conditions. Children and adults will be required to meet the specific medical conditions for the transplants in all cases. Included under the Program are all services from the initial evaluation through the first annual visit following the last successful transplantation received by a client.

SECTION 40 SCOPE OF SERVICES

40.100 Offeror's Role in Managed Care

The State of Hawaii defines a set package of transplant benefits that shall be provided to eligible clients. The State of Hawaii Organ and Tissue Transplant (SHOTT) Care Coordinator/Case Management offeror shall provide for the direction, coordination, monitoring and tracking of the transplant services needed by the clients. The offeror shall also provide the transplant candidates/clients with a case manager, who assesses the client's transplant care needs and coordinates services to meet these needs.

40.200 Qualified Care Coordinator/Case Management Offeror

Proposal shall be for statewide services. There will be one offeror selected to provide care coordination/case management services to the client.

40.300 Care Coordination and Case Management

Offeror shall:

1. Provide care coordination and case management services for the following transplants:

Children (21 years of age or below)

- Heart
- Liver
- Lung
- Heart and Lung
- Allogeneic Bone Marrow
- Autologous Bone Marrow
- Small Bowel with and without Liver
- Kidney
- Pancreas
- Pancreas/Kidney [*note: Kidney transplants are limited to Medicaid clients whose primary and only coverage is Medicaid or QUEST and who do NOT qualify for Medicare coverage of their kidney transplants.*]

Adults

- Heart
- Liver
- Lung
- Heart and Lung
- Allogeneic Bone Marrow
- Autologous Bone Marrow
- Kidney
- Pancreas
- Pancreas/Kidney [*note: Kidney transplants are limited to Medicaid clients whose primary and only coverage is Medicaid or QUEST and who do NOT qualify for Medicare coverage of their kidney transplants.*]
- Intestinal

Should Medicare approve additional transplants, the State of Hawaii will have the option of adding these transplants to the program.

2. Provide a system for direction, coordinating, monitoring, and tracking of services by each client
3. Assist the client's physician with coordinating of services for the client
4. Must be available on a 24 hour basis and can be reached within one-half (1/2) hour after a call is placed
5. Provide the member with a clear and adequate information on how to obtain services and make informed decisions about their transplant health needs
6. Coordinate and integrate the member's transplant care and services with the QUEST or QExA medical plan and primary care provider or fee for service provider
7. Achieve continuity of member's care
8. Assist the member to obtain transplant care and ensure that these services are received in a timely manner
9. Ensure that an active system of outreach is in place to provide the flexibility needed to reach those members requiring services, such as the homeless, or others, who might not access services without impairments, lack of transportation, etc.
10. Facilitate member compliance with recommended transplant treatment

11. Provide care coordination and case management services from the notice of possibly becoming a transplant candidate to one year after the transplant was performed
12. When required by members, locate, authorize, and arrange home and community based services [as covered under Hawaii's current and former CMS 1915c waiver programs as an alternative to nursing home placement]; and as set forth in the client's care plan or equivalent coordinated services document
13. Be responsible for arranging interpreter services and shall assist client in obtaining needed services
14. Demonstrate the capability to provide effective communication and translation services as necessary, so that the clients understand their condition, the suggested treatments and the effect of the treatment on their condition including side effects
15. Must also inform its members of the availability of these services. The offeror may not require the client to use a friend or family member for interpreter services
16. The offeror shall arrange for interpreter services for clients that speak a language other than English. The offeror shall provide sign language and TTY services to members with a hearing impairment.

40.400 Certifying and Credentialing Providers

Offeror shall:

- Develop and maintain a sufficient provider network to provide the required transplant services needed by clients in a timely manner. It is expected that the offeror will provide qualified providers to meet the transplant needs of the clients. All providers of service shall meet applicable state and federal regulations, licensing, certification/credentialing and recertification/recredentialing requirements. All providers must be initially credentialed and recredentialled every two years
- Contract with and utilize only Medicare-certified facilities for transplant procedures to be performed on children and adults
- Be required to contract and utilize Medicare-certified Hawaii facilities first, if available

- Have a minimum of 80% of its transplant provider network located in either Hawaii or along the West Coast of the continent for transplant procedures for children and adults
- Have followed the established criteria for selecting and contracting with transplant providers supplied by the State of Hawaii
- Have a sufficient provider network such that clients are able to obtain the needed services within an acceptable period of time, including meeting the management and clinical needs of the severely handicapped population
- Specifically identify how care coordination will be performed, either through identifying employees or a care coordination agency contracted with the responding company.
- Provide the most current list of all contracted providers within the offeror's network to be utilized for this RFP. The list shall be organized by State and for each contracted provider listed the offeror must identify:
 - a) Name of the facility
 - b) Address of the facility including the city and state where the facility is located
 - c) Identify the type(s) of transplants each facility is contracted to perform. Identify whether the facility is on contract to provide transplant services for adults, children or both
 - d) Date of most recent Medicare certification and the type of transplant the facility has received certification
 - e) The following forms have deemed acceptable by DHS, MQD as acceptable solicitation forms for facility network credentialing for participation in the SHOTT program:
 - 1) Transplant Administration Survey (Appendix O)
 - 2) Heart Transplant Application (Appendix P)
 - 3) Liver Transplant Application (Appendix Q)
 - 4) Lung Transplant Application (Appendix R)
 - 5) Heart-Lung Transplant Application (Appendix S)
 - 6) Bone Marrow Credentialing Application (Appendix T)
 - 7) Pediatric Small Bowel (Appendix U-DHS/MQD utilizes the Medicare approved facilities for small

- bowel transplants that meet the medical and social criteria guidelines
- 8) Pancreas Transplant Application (Appendix V)
- 9) Pancreas/Kidney Transplant Application (Appendix W)
- 10) Kidney Transplant Application (Appendix X)
- 11) Adult Intestinal Transplant Application (Appendix Y)
- Negotiate rates on behalf of the State of Hawaii Medicaid Program. Prior to implementation of rates they must be approved by the State.

40.500 Coordination of Other Benefits

Reimbursement from the third party shall be sought unless the offeror determines that recovery would not be cost effective. For example, the Offeror may determine that the amount it reasonably expects to recover will be less than the cost of recovery. In such situations, the Offeror shall document the situation and provide adequate explanations to DHS.

The offeror shall coordinate benefits with other coverage, both public and private, which are or may be available to pay transplant expenses on behalf of any clients including:

- Continuing cost avoidance of the plans accident and workers' compensation benefits
- Reporting all accident cases incurring medical and transplant expenses in excess of \$500.00 (Five Hundred Dollars) to DHS
- Providing a list of transplant expenses, in the format requested by DHS, for recovery purposes
- Recovering transplant expenses incurred by clients from all other TPL resources
- Informing DHS of TPL information uncovered during the course of normal business operations
- Providing DHS with monthly reports of the total cost avoidance and amounts collected from TPL's within 30 working days of the end of the month

- Developing procedures for determining when to pursue TPL recovery

40.600 Reimbursement

The method of reimbursement from DHS to the contractor shall be a fixed monthly administrative fee based on the volume of possible transplants listed in Section 41.400 of this RFP. Should the transplant candidates increase beyond the specified volumes listed in Section 41.400, the reimbursement will move to the next tier level. In addition, the contractor will also receive reimbursement for processing of non-transplant related claims. The contractor shall be reimbursed based on the lines processed for payment on the HCFA 1500 and header level on the UB-04 forms and other claim forms.

The contractor shall also receive reimbursement from DHS for the benefits paid for by the contractor for transplant and non-transplant related claims. These benefits are pass through payments and do not affect the contract amount.

40.700 Processing of Benefit Cost

The Contractor shall request funds from the Med-QUEST Finance Office. Within 45 days of receipt of the payment, the Contractor shall make the necessary payments to the providers.

40.800 Reporting Requirements

- The Offeror shall issue to the State at minimum the following reports:
 1. Financial Reporting
 - Reported YTD for each FY in triangle format
 - Reported within 45 days of each FY quarter end
 - Report shall include:
 - a) Transplant Related Incurred Claims
 - b) Transplant Related Paid Claims
 - c) Non-Transplant Related Incurred Claims
 - d) Non-Transplant Related Paid Claims
 - e) Cost Avoidance Payments

2. Patient Reporting Requirements
 - Reported YTD within 45 days of each FY quarter end
 - Report shall include:
 - a) Client ID
 - b) Date of Birth
 - c) Diagnosis
 - d) Transplant Type
 - e) Transplant Facility
 - f) Date of Referral
 - g) Date of Acceptance into Program
 - h) Date of Acceptance by Facility
 - i) Date Denied or Withdrawn
 - j) Date of Transplant
 - k) Current Patient Status
 - l) Wait-list Time by Patient

3. Program Management Reporting Requirements
 - Reported YTD within 45 days of each FY quarter end
 - Report shall include:
 - a) Number of Total Transplants Performed for each FY
 - b) Average number of total Transplant Clients in Program
 - c) Average cost of Transplants by procedure (not to include patients where SHOTT is secondary payor)
 - d) Average Savings by Transplant Type
 - e) Average Overall Savings for Program
 - f) 1 year Outcomes
 - g) 3 year Outcomes

The Offeror shall also provide the state with adhoc reports within 30 days of the requested information.

40.900 Offeror Personnel

40.910 Transplant Coordinator

The offeror shall be responsible to ensure that appropriate medical care is provided to the transplant client, as well as address potential quality of care problems. The offeror must have staff located in Hawaii and work closely with the Med-QUEST medical director and transplant facility and participate in

any committees relating to the QUEST and QExA programs when requested by DHS.

40.920 Supporting Staff

The offeror shall have in place adequate organizational and administrative systems that are capable of implementing contractual obligations. The offeror shall have adequate staff to perform the required services to:

- Coordinate and manage the provision of necessary services to the transplant client
- Oversee the administrative and operational requirements of transplant and transplant-related services
- Investigate client and provider complaints, appeals and grievances; see §41.500
- Provide appropriate and timely claims history data and meet reporting requirements

41.100 Authorization/Approval Process

1. In all cases, children and adults will be required to meet the specific medical conditions for transplants. The MQD shall determine whether a transplant evaluation is warranted utilizing the Forms Specified and applicable medical information. See Appendices J, K and L.
2. Physicians within the community, QUEST health plans, or QExA health plans identify persons who meet the medical conditions for a transplant evaluation. They will be instructed to follow the Medicaid requirements for the SHOTT program.
3. For a QUEST member, the health plan completes and submits the Aid to Disabled Review Committee (ADRC) application packet (DHS Form 1180, 1127, 1128, 1144), as required, to the MQD ADRC coordinator for disability determination.

If determined disabled, the QUEST member is dis-enrolled from QUEST and will follow the MQD ADRC processes. The member will be enrolled into SHOTT upon initial evaluation.

In addition to the ADRC application, the physician completes and submits form DHS 1144 "REQUEST FOR MEDICAL AUTHORIZATION" requesting a transplant evaluation, as well as the appropriate medical information documenting the client's medical condition, including results of laboratory tests, studies, clinical notes, etc.

Both the ADRC packet and the 1144 Form to request transplant evaluation are sent to MQD's Clinical Standards Office (CSO). The CSO forwards form 1144 to the SHOTT program.

Once SHOTT approves the client for transplant services, the client is disenrolled from the QUEST health plan and enrolled into SHOTT with the effective date being the date of the MQD medical director's signature on the DHS 1144. SHOTT is to notify CSO and client within 30 days of SHOTT eligibility determination.

4. For a QExA member, the physician should complete a DHS 1144 'Request for Medical Authorization' requesting a transplant evaluation as well as submit appropriate medical information documenting the client's medical condition, including result of lab tests, studies, clinical notes, etc. to the Clinical Standards Office as above.

The QExA member will be dis-enrolled from the health plan and transitioned to the SHOTT program once approved for transplantation. The effective date of enrollment is the date the MQD medical director signed the DHS 1144.

5. For a Medicaid FFS client, the physician should complete a DHS 1144 'Request for Medical Authorization' requesting a transplant evaluation as well as submit appropriate medical information documenting the client's medical condition, including result of lab tests, studies, clinical notes, etc. to the Clinical Standards Office as above.
6. The MQD transplant coordinator
 - a. Will check client's eligibility in the MQD HPMMIS or HAWI system.
 - b. Will do an initial review to determine that all required documentation is received.

- If additional information is needed, the MQD transplant coordinator will follow up with the referring party.
 - When all documents are received, the MQD transplant coordinator will then submit the SHOTT packet to the MQD medical director for review.
- 7. The MQD medical director reviews the Form 1144 and the supporting documentation and makes a determination as to whether to forward the request to SHOTT contractor. If additional information is required, the MQD medical director works with the MQD transplant coordinator to obtain the additional information from the client's health plan/physician. MQD determination to forward the request to the SHOTT contractor is made within one week provided all necessary information is available.
- 8. The MQD medical director approves or disapproves the transplant evaluation request on Form 1144 to move forward to SHOTT.
 - a. If the request for the transplant evaluation is not approved to move forward to SHOTT, the referring physician is notified by MQD. A Copy of Form 1144 indicating a denial is returned to the referring physician who informs the client.
 - b. If the request for the transplant evaluation is approved to move forward to SHOTT:
 - The MQD transplant coordinator notifies the SHOTT program coordinator/case manager as well as the referring physician of the approval.
 - The MQD transplant coordinator informs MQD Customer Service Branch (CSB) that the Medical Director approved a DHS 1144 on < date> and the client has been referred to SHOTT for transplant evaluation.
 - The MQD coordinator completes the SHOTT Case Information Form (CIF). This CIF is then transmitted by fax, with any TPL information, the approved and signed Form 1144, and all the supporting documentation to SHOTT.
- 9. Upon receipt of the approved Form 1144, the SHOTT contractor notifies the referring physician and the client

that a review is underway. The SHOTT contractor conducts a "paper review" and determines whether the referral (approved Form 1144) meets transplant criteria. If additional information is necessary to make a determination, the SHOTT contractor will request information from the referring physician.

- a. If transplant criteria are met, the SHOTT contractor arranges to send the client to a facility for an evaluation.
 - 1) The SHOTT contractor assumes financial responsibility from the date that Form 1144 was signed and approved by the MQD medical director.
 - 2) The SHOTT contractor is responsible for coordinating care for transplant services, to include a caregiver, transportation, lodging, and interpreter services.
 - 3) The client will be asked about Social Security Income information if it is not documented on the SHOTT CIF.
 - 4) If in the end of month window (less than 5 working days from the end of the month), then EW will complete a DHS Form 1080 if retro-enrollment to SHOTT is needed.
- b. If the transplant criteria are not met, the SHOTT medical director notifies by telephone the MQD medical director of the possible denial and request approval.
 - 1) If the MQD medical director approves the denial, the SHOTT medical director may call the referring physician to notify him/her of the denial. The SHOTT contractor will send a standard form letter formally notifying him/her of the denial with a copy to MQD.
 - 2) SHOTT sends a standard form letter to the client notifying him/her of the denial.
 - 3) The MQD transplant coordinator informs MQD CSB that the client was not approved. The client will remain in his/her health plan and will not be enrolled into SHOTT. If a client belongs to a QUEST health plan, the ADRC process initiated with the SHOTT 1144 will continue to move forward.

- 4) If the MQD medical director does not agree with the SHOTT contractor's recommendation, he/she may ask SHOTT to send the case out for a peer/secondary review.
- c. Throughout the referral process, the MQD transplant coordinator and the SHOTT coordinator will communicate closely regarding the status of all referred clients.

The contractor shall be required to process claims for transplant and non-transplant services. The contractor shall pay all claims in a timely basis in accordance with 1902(a)(37)(A) of the SSA. The contractor shall ensure that ninety percent (90%) of clean claims for payment (a clean claim is one for which no further written information or substantiation is required in order to make payment) are paid within thirty (30) days of the date of receipt of such claims and that ninety-nine percent (99%) of clean claims are paid within ninety (90) days of the date of receipt of such claims. It is the responsibility of the contractor to educate providers on appropriate claims submission. Inappropriate submission of claims to the contractor, shall not relieve them of their timely payment guideline.

The contractor shall be responsible for reimbursing transplant and non-transplant-related claims according to the Medicaid reimbursement schedule as maintained by MQD.

41.200 Other Services to be Provided

- Travel, Lodging, and Meals
 1. The contractor shall make all transportation (air and ground), lodging and meal arrangements for a transplant client and one companion (if needed) while traveling for evaluation or transplant services. The contractor shall coordinate with the State to work with the State's contracted Travel Company; however, the contractor is responsible for the coordination services. (See Appendix N). The State will be responsible for the reimbursements for authorized transportation, lodging and meal services. The contractor shall be responsible to maintain and submit a log/report of air, ground, lodging and meals services to

the State within five (5) working days after the end of the month in which the services were provided.

The contractor shall be responsible to inform and educate the members of these services. The State will provide the contractor with a detailed procedure on how to initiate these services, (i.e. coupons, payment voucher, etc.) prior to the implementation of this contract.

2. If a request for transportation or meals and lodging does not meet the Authorization criteria, the contractor shall deny the service. Any denial should be documented by client name, types of service requested, and reason for denial. A denial of services log/report shall be provided to the State on a monthly basis.

- Interpreter services

1. The contractor shall be responsible for identifying client's needs for an interpreter. The contractor shall demonstrate the capability to provide effective communication and interpreter services as necessary, so that the clients understand their condition, the suggested treatments and the effect of the treatment on their condition including side effects. The Offeror shall describe its approach to providing interpreter services in its proposal. The contractor may not require the client to use a friend or family member for interpreter services.
2. The contractor shall be able to provide interpreter services for clients that speak a language other than English. The contractor shall provide sign language and TTY services to members with a hearing impairment.

- Hotline

1. The contractor shall have staff available on a 24-hour, 7 days a week, to take calls and make arrangement for the Transplant Services
2. Communications between contractor's staff and MQD in regards to administrative matters, shall be required to be done between 7:45 a.m. to 4:30 p.m., Monday through Friday, Hawaii Standard Time (H.S.T.). If in addition to an

Oahu staff person, the contractor utilizes out-of-state personnel, a toll-free number should be available from Hawaii on a twenty-four hour basis. Out-of-state personnel must also be available during Hawaii hours as noted.

41.300 Client and Contractor's Responsibilities

The contractor shall provide DHS annual updates to policies and requirements for organ transplants that are current with the most recent Medicaid guidelines. Updates shall be due annually on July 1 for the duration of the contract period, and may be requested more frequently in the event of changes to the Medicaid guidelines or at the request of DHS. Furthermore, the contractor is required to provide consultation and input to DHS as required regarding amendments to the provider manual as it relates to transplant services.

As part of the education conducted by DHS, clients shall be notified that they are to provide the contractor and DHS with any information affecting their client status. DHS shall describe the information that is to be provided and explain the procedures to be followed during its educational sessions and in its printed material. The contractor shall also explain the information and the procedures to be followed by the clients during the orientation process.

It is expected that not all clients will remember to provide DHS with the information on changes to their status. Therefore, it is important for the contractor, which may have more contact with the clients, to forward such information to DHS on a timely basis and inform the client of his/her responsibility to report changes directly to DHS. The contractor shall complete the required 1179 form for changes in client status and forward the information to the designated DHS representative on a daily basis. DHS will identify the appropriate codes to be used to identify death, births, adoptions, changes in health status (pregnancy or permanent disability), etc., and the record layout.

41.400 Transplant Volumes

The offeror shall prepare their proposal based on the expected volume of potential transplants that is currently no more than thirty (30) per year. In the event that the potential transplants

should be higher, the offeror will prepare price proposals based on a volume of 31-40 and 41-50. Should the volumes exceed 50, the contractor and the state shall enter into negotiation for a new rate.

41.500 Provider Grievance, Complaints and Appeals Process

The SHOTT program shall have a provider complaint, grievance and appeals process that provides for the timely and effective resolution of any disputes between the health plan and provider(s). The process shall include provider complaints, provider grievances, and provider appeals. Providers may utilize the provider grievance system to resolve issues and problems with the health plan (this includes a problem regarding a member). Provider complaints, provider grievances and provider appeals shall be resolved within sixty (60) days of the day following the date of submission to the health plan. The health plan shall give providers thirty (30) days from the decision of the grievance to file an appeal.

The SHOTT program shall have provider grievance, complaints and appeals system policies and procedures. These policies and procedures shall be submitted to the DHS for review and approval.

A provider may file a grievance or appeal on behalf of a member by following DHS procedures.

SECTION 50 TERMS AND CONDITIONS

50.100 General

This RFP, any amendments, appendices, and an offeror's proposal submitted in response to this RFP form an integral part of the contract between the contractor and DHS. In exchange for payment from DHS, the contractor agrees to provide all services as described in this RFP. The contractor shall perform all of the services and shall develop, produce and deliver to DHS all of the requirements described in this RFP. DHS shall make payment as described in this RFP.

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, special conditions, attachments, and addenda; (2) the RFP, including all attachments and addenda; and (3) offeror'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 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 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 applicable laws, ordinances, codes, rules and regulations of the federal, state and local governments, which in any way affect its performance under the contract. The standard State general terms and conditions found in Appendix C shall become part of the contract between the Contractor and the State.

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

The contract shall be executed by the Hawaii Department of Human Services in accordance with 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.

50.200 Term of the Contract

The multi-term contract shall begin on July 1, 2009, and shall continue through June 30, 2012.

Unless terminated, DHS shall have the option, without the necessity of re-bidding, to extend the contract with the contractor for three (3) fiscal years beyond June 30, 2012. Any renewal or extension of the contract will be subject to appropriation and availability of funds.

The contractor acknowledges that other unanticipated uncertainties may arise that may require an increase in the original scope of services from the Contractor awarded this contract. In the event that additional services may be required, the Contractor agrees to enter into a supplemental agreement upon request by the State for the additional work. The supplemental agreement may also include an extension of the period of performance and a respective increase in the compensation.

50.210 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.

50.300 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.

50.400 Inspection of Work Performed

DHS, CMS, 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 Attorney General or their authorized representatives shall, during normal business hours, have the right to enter into the premises of the contractor and/or all subcontractors and providers, 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 as to not unduly delay work.

The Contractor, subcontractor and providers shall provide information and data, upon demand, to the DHS, any of the above named agencies, and their authorized representatives. The requested information or data shall be provided to the requesting agency(s) within a reasonable timeframe that will be determined by the DHS.

50.500 Subcontractor/Provider Agreements

The Contractor may negotiate and enter into contracts or agreements with providers and other subcontractors (with prior written consent of the State) to the benefit of the Contractor and the State as long as the providers and subcontractors meet all established criteria and provide the services in a manner consistent with the minimum standards specified. All such agreements shall be in writing and shall specify the activities and responsibilities delegated to the subcontractor. The contracts must also include provisions for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate. Certain subcontracts, including but not limited to Quality Assurance activities, must be approved by DHS prior to implementation. DHS reserves the right to inspect all

subcontract and provider agreements at any time during the contract period. Any subcontract may be subject to the DHS's prior review and approval. The contractor's subcontractor shall submit 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/provider have been paid.

No subcontract or agreement that a Contractor enters into with respect to the performance under this contract shall in any way relieve a Contractor of any responsibility for any performance required of it by this contract. The Contractor shall provide DHS immediate notice in writing by registered or certified mail of any action or suit filed against it by any subcontractor or provider, and prompt notice of any claim made against any Contractor may result in litigation related in any way to the contract with the State of Hawaii. The Contractor shall designate itself as the sole point of recovery for any subcontractor or provider.

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

All agreements or contracts with the subcontractors or providers shall be finalized and fully executed within 30 days of the contract award. DHS reserves the right to review any subcontractor or provider contracts or agreements prior to the notification of award of the contract.

All subcontracts shall require that the subcontractors/providers agree to comply with the confidentiality requirements imposed by this RFP, to the extent subcontractors or providers render services or perform functions that make such provisions applicable to such agreements.

50.600 Applicability of Hawaii Revised Statutes

50.610 Wages, Hours and Working Conditions of Employees Providing Services

Before an Offeror enters into a contract in excess of \$25,000, the Offeror shall certify that it complies with section 103-55, HRS, Wages, hours and working conditions of employees of Offerors performing services. The Offeror shall complete and submit the Wage Certification as provided in Appendix G pursuant to Section 103-55, HRS.

50.620 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.

50.630 Campaign Contribution by State and County Contractors

Contractors are hereby notified of the applicability of 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, FAQs are available at the Campaign Spending Commission webpage. See www.hawaii.gov/campaign

50.700 Audit Requirements

The State and Federal standards for audits of DHS agents, contractors and programs conducted under contract are applicable to this subsection and are incorporated by reference into this RFP. DHS may inspect or audit any financial records of a Contractor and its subcontractors or providers.

50.800 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.

50.900 Use of Funds

The contractor shall not use any public funds for purposes of entertainment perquisites and shall comply with any and all conditions applicable to the public funds to be paid under this contract, including those provisions of appropriate acts of the Legislature or by administrative rules adopted pursuant to law.

51.100 Liquidated Damages

DHS acknowledges that in the event of breach of this contract, it would be difficult to measure damages. Therefore, 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 services for the members. The damages shall include the difference in the administrative rates paid to the Contractor and the rates paid to a replacement Contractor.

Notwithstanding the above, a 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.

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

51.200 Monthly Invoice

The Contractor shall submit an original and one copy of the monthly invoice for reimbursements accompanied by the Monthly Report to the following address:

Department of Human Services
Med-QUEST Division/Finance Office
1001 Kamokila Boulevard, Suite 317
Kapolei, Hawaii 96707

Benefit cost can be invoiced weekly should the contractor chose to do so. The contractor cannot submit invoices more frequently than weekly.

51.300 Acceptance

The Contractor shall comply with all of the requirements of the contract.

51.400 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 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.

51.500 Retention of Medical Records

A contractor shall ensure that all medical records are maintained, in accordance with Sections 622-51 through 622-58, Hawaii

Revised Statutes (HRS), for a minimum of seven years from the last date of entry in the records. For minors, a contractor shall preserve and maintain all transplant records during the period of minority plus a minimum of seven years after the age of majority. The treating provider shall maintain and retain both adult and children's records according to standards stated in the RFP and HRS.

51.600 Warranty of Fiscal Integrity

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

51.700 Full Disclosure

An Offeror 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 DHS as soon as such a relationship is consummated. The terms and conditions of CMS require full disclosure on the part of all contracting Offerors and providers.

An Offeror shall not, without DHS' prior approval, lend money or extend credit to any related party. An offeror shall fully disclose such proposed transactions and submit a formal written request for review and approval.

An Offeror shall include such provisions in any contract or agreement made with subcontractors or providers.

An Offeror shall complete and provide all information required in the Disclosure Statement in Appendix G and include the forms in the Technical Proposal. The Offeror shall ensure that each form is completed and that full disclosure is made

51.710 Litigation

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

51.800 Payment to Subcontractors and Providers

A contractor shall be responsible for paying its subcontractors and providers in a timely and accurate manner for benefits provided to clients. In no event shall the subcontractors and providers look directly to the State for payment. The State shall bear no liability for a contractor's failure or refusal to pay valid claims of subcontractors or providers. A contractor shall indemnify and hold the State harmless from any and all liability arising from such claims and shall bear all costs in defense of any action over such liability, including attorney's fees.

51.900 Force Majeure

If a 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 this 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 DHS from terminating this 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.

51.100 Prohibition of Gratuities

Neither a contractor nor any person, firm or corporation employed by a contractor in the performance of this contract shall offer or give, directly or indirectly to any employee or agent 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 this contract.

51.200 Authority

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

SECTION 60 TECHNICAL PROPOSAL

60.100 Introduction

The following sections describe the required content and format for the technical proposal. These sections are designed to ensure submission of information essential to understanding and evaluating the proposal. There is no intent to limit the content of the proposal, which may include any additional information deemed pertinent.

The technical proposal shall include the following sections:

- Proposal Application form (Appendix A)
- Proposal Letter (Appendix F)
- Transmittal letter
- Standards of Conduct (Appendix E)
- Executive Summary
- Company background and experience
- Organization and staffing
- Financial Statements
- Provider network
- Data processing capabilities
- Disclosure Statement (Appendix G)
- Federal and State tax clearance certificates

60.200 Proposal Letter

The proposal letter (refer to Appendix F) shall be signed by an individual authorized to legally bind an Offeror and be affixed with a corporate seal. Please provide a Corporate Resolution or a certificate of authority to sign on behalf of the company.

60.300 Transmittal Letter

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

- A statement indicating that the offeror 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 offeror and each subcontractor, as measured by percentage of total contract price. If subcontractors will not be used for this contract, a statement to this effect shall be included

- A statement that the offeror is/will be registered to do business in Hawaii and has or will obtain a State of Hawaii General Excise Tax License by the start of work. Provide the Hawaii Excise Tax number (if applicable)
- A statement identifying all amendments and addenda to this RFP issued by the issuing office and received by the offeror. If no amendments or addenda have been received, a statement to that effect should be included
- A statement of affirmative action that the offeror 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
- A statement that neither cost nor pricing is included in this letter or the technical proposal
- A statement that no attempt has been made or will be made by the offeror to induce any other party to submit or refrain from submitting a proposal
- A statement that the person signing this proposal certifies that he or she is the person in the offeror's organization responsible for, or authorized to make, decisions as to the prices quoted, that the offer is firm and binding, and that he or she has not participated and will not participate in any action contrary to the above conditions
- A statement that the offeror has read, understands and agrees to all provisions of this RFP
- A statement that it is understood that if awarded the contract, the offeror's organization will deliver the goods and services meeting or exceeding the specifications in the RFP and amendments

60.400 Executive Summary

The executive summary should provide DHS with a broad understanding of the entire proposal. The executive summary shall clearly and concisely condense and highlight the contents of the technical proposal.

60.500 Company Background and Experience

The company background and experience section shall include for an offeror and each subcontractor (if any): details of the background of the company and its size and resources, and details of company experience relevant to this RFP.

60.510 Background of the Company

A description of the history of the company and offeror including:

- A general description of the primary business of your organization and its client base
- A brief history and current company ownership including the ultimate parent organization and major shareholders/principals. Include date incorporated or formed and corporate domicile. An out-of-state Offeror must become duly qualified to do business in the State of Hawaii before a contract can be executed
- Ownership of the company, including the officers of the Corporation, and the names and address of its registered agent
- Home office location and all other offices (by city and state)
- Location of office from which any contract would be administered
- Name, address and telephone number of the Offeror's point of contact for a contract resulting from this RFP
- Number of employees both locally and nationally
- The size of organization in assets, revenue and people
- The areas of specialization

60.520 Company Experience

The details of company experience including subcontractor experience, relevant to the proposal shall cover and include but not limited to:

- experience in coordinating services for clients prior to and after receiving a transplant
- working with transplant facilities
- experience in coordinating travel with client and/or companion, including meals, lodging and transportation services
- claims processing on a timely basis
- Hawaii Medicaid experience

60.600 Organization and Staffing

The organization and staffing section shall include organization charts of proposed personnel and resumes of all management, supervisory and key personnel. The information should provide the State with a clear understanding of the organization, functions of key personnel and on-site personnel during start-up and on-going operations.

The Offeror shall provide an estimate of the proposed number of staff, hours and resources to be engaged to complete the contracted activities.

60.610 Organization Charts

The organization charts shall show:

- Organization chart which shows the structure of the project team and identifies the proposed project personnel
- Relationships of an offeror to related entities
- All proposed key personnel, including an indication of their major areas of responsibility and position within the organization
- Geographic location of the offeror's personnel
- Proposed involvement of MQD personnel
- Estimates of man hours for each individual, including a description of major areas of responsibility for each individual

60.620 Staffing

The resumes of key personnel proposed shall include, if applicable:

- Experience with the Hawaii Medicaid program
- Experience in managed care systems
- Length of time with a contractor or related organization
- Length of time in the transplant care industry
- Previous relevant experiences
- Relevant education and training
- Names, position titles and phone numbers of references who can provide information on the individuals' experience and competence
- Other relevant experience

Resumes should be provided, at a minimum, for the Transplant Coordinator, Case Manager, Administration/Program Director, and financial officer. An offeror shall identify an individual within the organization who will be the key contact person for MQD. The resume for this individual shall be included with any other relevant resumes.

60.700 Financial Status

The financial status of an offeror and related entities shall be reviewed in order to determine the financial solvency of the organization. Quality care cannot be provided without adequate resources.

60.710 Financial Statements

Financial statements for the applicable legal entity or each partner if a joint venture shall be provided for each of the last two years, including at a minimum:

- Balance Sheets
- Statements of Income
- Federal Income Tax returns

If an offeror seeks confidentiality on a part of a submission, each page of the section of that submission which is sought to be protected must be marked as "Proprietary" and an explanation of how substantial competitive harm would occur if that information was released upon request. If the explanation is sufficient, then, to the extent permitted by the exemptions in Section 92F-13,

HRS, 45 CFR Part 5, Office of Information Practices, or a Court, the affected section may be deemed confidential. Blanket labeling of the entire document as "Proprietary," however, is inappropriate.

60.800 Provider Network

This section of the proposal shall provide information on an offeror's provider network. All components of the network shall be described in sufficient detail to allow DHS to determine whether such a network is sufficient to provide the required services and that adequate resources are available to serve the anticipated population. The descriptions shall include:

- Names of the providers
- Names and locations of the Facilities
- Locations of providers
- Language spoken by providers
- Wheelchair access

Offerors are expected to provide a listing of providers who the offeror intends to contract with if a contract is received from the State. The offeror is expected to begin contracting with providers soon after the award date.

In order to demonstrate an adequate provider network, prior to implementation on July 1, 2009, the offeror will be required to submit a listing of its provider network with which it has contracts in place. The State will consider signed letters of intent if the offeror can demonstrate that it will not be able to finalize all contracts prior to implementation. The offeror must demonstrate that most providers who signed letters of intent are in fact contracting with the offeror.

60.900 Data Processing Capabilities

The processing and maintenance of data is a crucial component of this contract. Therefore, this section shall explain the adequacy of an offeror's system to collect, maintain and process the required information. This section shall also include explanations as to any modifications or expansions needed in order to meet the specified data requirements.

SECTION 70 BUSINESS PROPOSAL

70.100 Administrative Rate

The offeror shall submit a monthly administrative rate for which it will provide all of the services required by this RFP. The rates should be based on the volumes listed below. In addition, the offeror shall submit a price per claim or claim line for transplant and non-transplant related claims (based on 2009 current claim volume). The offeror shall provide a cost proposal (Appendix H) and the offer submitted will be your best and final offer.

SECTION 80 EVALUATION AND SELECTION

80.100 Introduction

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

- Review of the proposals to ensure that all mandatory requirements are met
- Review of the technical proposals to determine whether an offeror meets the minimum criteria and requirements

Once the technical proposals have been evaluated and the qualifying offeror(s) identified, the process shall continue with the following steps:

- Review of the business proposals to determine whether the administrative rates are acceptable to DHS.
- Meeting with the offeror(s), if necessary, to review assumptions and proposed rates
- Award of the contract to the selected offeror(s)

80.200 Evaluation Committees

DHS shall establish evaluation committees that will evaluate the designated section of the proposal. The committees shall consist of members who are familiar with Hawaii Medicaid program and the minimum standards or criteria for the particular area. Additionally, DHS may, at its discretion, designate additional representatives to assist in the evaluation process. The committees shall evaluate the assigned section of each qualifying proposal and document their comments, concerns and questions.

Additionally, the evaluation committee may engage in follow-up telephone calls to others to clarify any Offeror comment or information in its proposal; contact any current users of an

Offeror's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

Upon completion of the evaluation and review of business proposals, MQD shall forward its recommendations to the Director of Human Services or designate for approval of the award.

80.300 Mandatory Requirements

Proposals shall first be reviewed to ensure that all mandatory requirements have been met. Proposals shall comply with the instructions to Offerors contained throughout this RFP.

The minimum requirements for a proposal to be given consideration are:

- Proposal was submitted within the closing date and time for proposals.
- Technical and business proposals are in separate envelopes (refer to section 21.200)
- The proper number of separately bound copies are in sealed envelopes (refer to section 21.200)
- Proposal contains the necessary information in the proper Order (refer to Section 60.100)

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

Proposals deemed by the evaluation team to be incomplete or not in accordance with the specified requirements shall be disqualified and the proposal returned to the Offeror with a letter of explanation.

80.400 Technical Proposal Evaluation and Scoring

Following the determination that the proposal meets the mandatory requirements, the Evaluation Committee will complete its evaluation of the Technical Proposal. Proposals shall comply with the instructions to Offerors contained throughout this RFP and provide the requested information in the order in which it is prescribed. The Offeror should address each topic as fully as possible yet be concise and succinct.

The Proposal with the highest score shall be offered a contract. In the event an inadequate response to this RFP is received, the terms set forth in HAR §3-143-609 shall apply.

80.410 Step I - Merits of the Offeror and the Offeror's Technical Proposal (100 possible points)

The Offeror shall be assigned a score based on the Offeror's experience, personnel assigned to the project, provider network, and data processing capabilities. DHS reserves the right to add, change or delete any of the criteria.

Proposals shall be evaluated by Med-QUEST Division using but not limited to the following criteria:

- Transmittal letter (5 points)
- Executive Summary (5 points)
- Company Background and Experience (20 points)
- Organization and Staffing (30 points)
- Provider Network (20 points)
- Data Processing Capabilities (20 points)

80.420 Step II – Cost Analysis and Award

The Offeror with the lowest cost proposal shall be awarded 20 points. The next lowest bidder shall be awarded 15 points. And the next lowest bidder shall be awarded 10 points.

80.500 Step I – Merits of the Bidder and the Bidder's Proposal (100 Possible Points)

The listing of criteria is not all-inclusive and MQD reserves the right to add, delete or modify any criteria.

- Transmittal Letter (5 points possible)

Transmittal letter must be on an official letterhead and signed by an individual authorized to legally bind the Offeror. Letter shall include all statements as specified in Section 60.300. If transmittal letter is incomplete no points will be awarded.

- Executive Summary (5 points possible)

Does the executive summary provide a broad understanding of the proposal?

- Company Background and Experience (20 points possible)

Does the proposal describe the company background and experience? Has the company demonstrated that the scope of services under this RFP can be completed by the Offeror?

- Organization and Staffing (30 Points Possible)

Proposals will be evaluated on the basis of relevant experience and client references. MQD reserves the right to contact previous and current clients. The experience of the subcontractors, if applicable, will be evaluated as well. Included in this evaluation will be an assessment of past and current management experience for similar services of like projects in scope.

Proposals must demonstrate that Offeror has sufficient relevant program experience and has been successful in performing projects of similar scope to that described herein.

The competence of proposed key professionals and other employees in the project will account for all of the points. Qualifications of personnel will be evaluated according to education and Hawaii Medicaid experience. Resumes of all key personnel must be provided.

- Provider Network (20 points possible)

Did the Offeror provide information on all components of the provider network in detail to allow DHS to determine if the network is sufficient to provide the required services? Are adequate resources available to serve the anticipated population?

- Data Processing Capabilities (20 points possible)

Does it explain the adequacy of the offeror's system to collect, maintain and process the required information? If there are modifications or expansions, will the system be able to continue meet the specified data requirements?

- Work Plan (20 points possible)

Did the offeror provide a work plan that includes:

- Detailed descriptions of the major phases, tasks, and subtasks necessary to complete the project
 - Identification of the responsible party (MQD versus the offeror) for each major phase and task
 - Discussion of the flexibility of the work plan to meet changes in program requirements and cope with delays should they occur
- Discussion of the proposed methodology to be used on the project

80.600 Step II-Business Proposal

Each proposal will be examined to ensure that all required pricing schedules have been included by the Offeror. Proposals will be evaluated to ensure that reasonable firm fixed prices have been assigned. The points shall be given by the chart below:

	Lowest Proposal	2 nd Lowest Proposal	3 rd Lowest Proposal	4 th Lowest or More
Two Offerors	20	15		
Three Offerors	20	15	10	
Four Offerors	20	15	10	0

80.700 Step III - Contract Award

The technical and business proposal scores will be combined to determine the winning proposal.

Upon receipt and acceptance of the winning bids, DHS shall initiate the contracting process. This RFP and the Offeror's technical proposal shall become part of the contract.

The Offeror shall be notified in writing that DHS intends to contract with the Offeror. This letter shall serve as notification that the Offeror should begin to develop its program, materials, policies and procedures.

Each notice of award shall contain a statement of findings and decisions for the award or non-award of the contract to each Offeror.

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

APPENDIX B – WRITTEN QUESTIONS FORMAT

APPENDIX C - GENERAL CONDITIONS

APPENDIX D – BUSINESS ASSOCIATE LANGUAGE

APPENDIX E – STANDARD OF CONDUCT

APPENDIX F – PROPOSAL LETTER

APPENDIX G – DISCLOSURE STATEMENT

APPENDIX H – BUSINESS PROPOSAL

APPENDIX I – NOTICE OF INTENT TO PROPOSE

APPENDIX J – SHOTT GUIDELINES

APPENDIX K – SHOTT POLICIES AND PROCEDURES

APPENDIX L – SHOTT EMERGENCY REFERRAL PROCEDURE

**APPENDIX M – TRANSPLANT SERVICES (CHAPTER 8-
PROVIDER MANUAL**

**APPENDIX N – FORM 208 AIR TRANSPORTATION TRAVEL
REQUEST PROCESS**

APPENDIX O - TRANSPLANT ADMINISTRATION SURVEY

APPENDIX P - HEART TRANSPLANT APPLICATION

APPENDIX Q - LIVER TRANSPLANT APPLICATION

APPENDIX R - LUNG TRANSPLANT APPLICATION

APPENDIX S - HEART-LUNG TRANSPLANT APPLICATION

APPENDIX T - BONE MARROW CREDENTIALING APPLICATION

APPENDIX U - PEDIATRIC SMALL BOWEL

APPENDIX V - PANCREAS TRANSPLANT APPLICATION

APPENDIX W - KIDNEY-PANCREAS TRANSPLANT APPLICATION

APPENDIX X – KIDNEY TRANSPLANT APPLICATION

APPENDIX Y – ADULT INTESTINAL TRANSPLANT APPLICATION