

## **Solicitation MP11023**

### **Administrate and Provide Services for Chiropractic Program**

State of Utah



**State of Utah**

## Bid MP11023

### Administrate and Provide Services for Chiropractic Program

Bid Number **MP11023**  
 Bid Title **Administrate and Provide Services for Chiropractic Program**

Bid Start Date **Jan 4, 2011 5:24:32 PM MST**  
 Bid End Date **Jan 27, 2011 5:00:00 PM MST**  
 Question & Answer End Date **Jan 19, 2011 5:00:00 PM MST**

Bid Contact **Mark R Parry**  
**Purchasing Agent**  
**DAS-Purchasing and General Services**

Contract Duration **3 years**  
 Contract Renewal **2 annual renewals**  
 Prices Good for **See Specifications**

Bid Comments **You are instructed to pay special attention to the RFP language regarding the information to be submitted with your proposal and the format of that information. Evaluation of the proposals received will be in accordance with the evaluation criteria contained herein. Pricing is not the only evaluation factor.**

**ALL questions concerning this solicitation must be submitted through the BidSync system. Only answers issued through the BidSync system or issued via an authorized and properly issued addendum shall be the official position of the State.**

**Any modification to this procurement effort shall be made by addendum issued by the State Division of Purchasing. Only authorized and properly issued addenda shall constitute the official position of the State and shall be binding.**

**Anyone submitting a response to this solicitation, with basis in or other communication or information received from sources other than through official addendum, assumes full risk including the possibility of a determination of non-responsiveness and may be rejected at the sole discretion of the State.**

**Responses submitted in Bid Sync are completely secure. NO ONE can see them until after the solicitation deadline. Therefore you do not have to wait until the last minute to submit; and you may change your submission any time until the solicitation closes. If you have not completed the submission by the deadline, BidSync will reject your submission. Please plan well.**

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**For details on specifications, codes, Scope of Work, rules, and other VERY IMPORTANT information, please see document:**

**MP11023- RFP Chiropractic Services**  
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**If you have any trouble submitting your response or attaching documents in the BidSync System, please contact Vendor Customer Support at (801) 765-9245.**

**Item Response Form**

|                   |                                                                                  |
|-------------------|----------------------------------------------------------------------------------|
| Item              | <b>MP11023-1-01 - Administrate and Provide Services for Chiropractic Program</b> |
| Quantity          | <b>1 contract</b>                                                                |
| Unit Price        | <input type="text"/>                                                             |
| Delivery Location | <b>State of Utah</b><br><u>No Location Specified</u>                             |
|                   | <b>Qty 1</b>                                                                     |

**Description**

The purpose of this Request for Proposal (RFP) is to solicit competitive proposals for the management, operation and provision of services for the Utah Medicaid fee-for-service chiropractic services program.

This RFP is designed to provide interested bidders with sufficient basic information to submit proposals meeting minimum requirements found herein.

# STATE OF UTAH



## **SOLICITATION NO. MP11023**

Administrate and Provide Services for Chiropractic Program

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RESPONSES DUE NO LATER THAN:

Jan 27, 2011 5:00:00 PM MST

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RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

[www.bidsync.com](http://www.bidsync.com)

RESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah  
Division of Purchasing  
3150 State Office Building, Capitol Hill  
Salt Lake City, Utah 84114-1061

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# State of Utah

## Request for Proposal

|                                                                                                                                                                                                                                          |  |                                                                                                                 |                                                |                                                           |                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------|------------------------------------------------|-----------------------------------------------------------|----------------------------------|
| Legal Company Name (include d/b/a if applicable)<br><input type="text"/>                                                                                                                                                                 |  | Federal Tax Identification Number<br><input type="text"/>                                                       |                                                | State of Utah Sales Tax ID Number<br><input type="text"/> |                                  |
| Ordering Address<br><input type="text"/>                                                                                                                                                                                                 |  | City<br><input type="text"/>                                                                                    |                                                | State<br><input type="text"/>                             | Zip Code<br><input type="text"/> |
| Remittance Address (if different from ordering address)<br><input type="text"/>                                                                                                                                                          |  | City<br><input type="text"/>                                                                                    |                                                | State<br><input type="text"/>                             | Zip Code<br><input type="text"/> |
| Type<br><input type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Proprietorship<br><input type="radio"/> Government                                                                                     |  |                                                                                                                 | Company Contact Person<br><input type="text"/> |                                                           |                                  |
| Telephone Number (include area code)<br><input type="text"/>                                                                                                                                                                             |  | Fax Number (include area code)<br><input type="text"/>                                                          |                                                |                                                           |                                  |
| Company=s Internet Web Address<br><input type="text"/>                                                                                                                                                                                   |  | Email Address<br><input type="text"/>                                                                           |                                                |                                                           |                                  |
| Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) <input type="text"/>                                                                                                                           |  | Days Required for Delivery After Receipt of Order (see attached for any required minimums) <input type="text"/> |                                                |                                                           |                                  |
| The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input type="radio"/> No <input type="radio"/> . If no, enter where produced, etc. <input type="text"/> |  |                                                                                                                 |                                                |                                                           |                                  |
| Offeror=s Authorized Representative=s Signature<br><input type="text"/>                                                                                                                                                                  |  |                                                                                                                 | Date<br><input type="text"/>                   |                                                           |                                  |
| Type or Print Name<br><input type="text"/>                                                                                                                                                                                               |  |                                                                                                                 | Position or Title<br><input type="text"/>      |                                                           |                                  |

## NOTICE

When submitting a response (proposal, quote or bid) electronically through BidSync, it is the sole responsibility of the supplier to ensure that the response is received by BidSync prior to the closing date and time. Each of the following steps in BidSync MUST be completed in order to place an offer:

- A. Login to [www.bidsync.com](http://www.bidsync.com);
- B. Locate the bid (solicitation) to which you are responding;
  - a. Click the "Search" tab on the top left of the page;
  - b. Enter keyword or bid (solicitation) number and click "Search";
- C. Click on the "Bid title/description" to open the Bid (solicitation) Information Page;
- D. "View and Accept" all documents in the document section;
- E. Select "Place Offer" found at the bottom of the page;
- F. Enter your pricing, notes, other required information and upload attachments to this page;
- G. Click "Submit" at the bottom of the page;
- H. Review Offer(s); and
- I. Enter your password and click "Confirm".

Note that the final step in submitting a response involves the supplier's acknowledgement that the information and documents entered into the BidSync system are accurate and represent the supplier's actual proposal, quote or bid. This acknowledgement is registered in BidSync when the supplier clicks "Confirm". BidSync will post a notice that the offer has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Be aware that entering information and uploading documents into BidSync may take considerable time. Please allow sufficient time to complete the online forms and upload documents. Suppliers should not wait until the last minute to submit a response. It is recommended that suppliers submit responses a minimum of 24 hours prior to the closing deadline. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

Responses submitted in BidSync are completely secure. No one (including state purchasing staff) can see responses until after the deadline. Suppliers may modify or change their response at any time prior to the closing deadline. However, all modifications or changes must be completed and acknowledged (Confirm) in the BidSync system prior to the deadline. BidSync will post a notice that the modification/change (new offer) has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Utah Code 46-4-402(2) Unless otherwise agreed between a sender (supplier) and the recipient (State Purchasing), an electronic record is received when: (a) it enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record; and (b) it is in a form capable of being processed by that system.

## REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

**1. SUBMITTING THE PROPOSAL:** (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that proposals be submitted electronically. Electronic proposals may be submitted through a secure mailbox at BidSync (formerly RFP Depot, LLC) ([www.bidsync.com](http://www.bidsync.com)) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their proposal reaches BidSync before the closing date and time. There is no cost to the supplier to submit Utah's electronic proposals via BidSync. (b) Electronic proposals may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files. (c) If the supplier chooses to submit the proposal directly to the DIVISION in writing: The proposal must be signed in ink, sealed, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Solicitation Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item offered. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing offer. Unit price will govern, if there is an error in the extension. Written offers will be considered only if it is submitted on the forms provided by the DIVISION. (d) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-209. (e) Facsimile transmission of proposals to DIVISION will not be considered.

**2. PROPOSAL PREPARATION:** (a) Delivery time of products and services is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the offer, the DIVISION will assume the item meets the specifications unless the offer clearly states it is an alternate, and describes specifically how it differs from the item specified. All offers must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) Incomplete proposals may be rejected. (d) Where applicable, all proposals must include complete manufacturer's descriptive literature. (e) By submitting the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct. (f) This proposal may not be withdrawn for a period of 60 days from the due date.

**3. FREIGHT COST:** (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. The DIVISION will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier). (b) Where there is not a line item for "Freight Cost", suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

**4. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents. Bidders are cautioned not to consider verbal modifications.

**5. PROTECTED INFORMATION:** Suppliers are required to mark any specific information contained in their offer which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the offer. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option.

**6. BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

**7. SAMPLES:** Samples of item(s) specified in this offer, brochures, etc., when required by the DIVISION, must be furnished free of expense to the DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

**8. AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the DIVISION, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION may accept any item or group of items, or overall best offer. The DIVISION can reject any or all proposals, and it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the DIVISION. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. During the evaluation process, proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. Following the award decision, all proposals

become public information except for protected information (see number 5 above). A register of proposals and contract awards are posted at <http://purchasing.utah.gov/vendor/bidtab.html>. (e) Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (f) Utah has a reciprocal preference law which will be applied against offerors offering products or services produced in states which discriminate against Utah products. For details see Section 63G-6-404 and 63G-6-405, Utah Code Annotated. (g) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

**9. DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

**10. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

**11. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

**12. GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov). By submitting a bid or offer, the bidder/offeror warrants that the bidder/offeror and any and all supplies, services equipment, and construction purchased by the State shall comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.

**13. SALES TAX ID NUMBER:** Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at [www.tax.utah.gov/sales](http://www.tax.utah.gov/sales). The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision Date: 13 JULY 2010 - RFP Instructions)

## ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation for Bids nor to the Multi-Step Process.

### 5.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

### 5.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
7. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
8. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age;

- and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
  11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
  12. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
  13. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
  14. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
  15. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC, located at <http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf>. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
  16. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
  17. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
  18. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
  19. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.

20. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. All payments to the Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card).
21. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
22. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
23. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
24. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
25. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).
26. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Attachment A: State of Utah Standard Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. State Additional Terms and Conditions; 4. Contractor Terms and Conditions.
27. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

(Revision date: 2 Aug 2010)

**REQUEST FOR PROPOSAL  
ADMINISTRATION OF AND PROVIDING SERVICES  
FOR  
THE CHIROPRACTIC PROGRAM  
FOR  
THE FEE-FOR-SERVICE UTAH MEDICAID PROGRAM**

**#MP11023**



**UTAH DEPARTMENT OF HEALTH  
DIVISION OF MEDICAID AND HEALTH FINANCING**

**JANUARY 4, 2011**

REQUEST FOR PROPOSAL  
ADMINISTRATION OF AND PROVIDING SERVICES FOR THE CHIROPRACTIC PROGRAM  
FOR  
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## SECTION 1 INTRODUCTION

The State of Utah, Department of Health, Division of Medicaid and Health Financing (hereafter referred to as “the State” or “DMHF”) is issuing this request for proposal (RFP) to solicit competitive proposals for the management, operation and provision of services for the Utah Medicaid fee-for-service chiropractic services program.

### **1.1 Purpose of Request for Proposal**

This request for proposal (RFP) provides prospective bidders with sufficient information to enable them to prepare and submit proposals for the management, operations and provisions of chiropractic services for the Utah Medicaid program.

With this proposal the State’s primary objective is to partner with a contractor that can assume the management and operational responsibility of the Utah Medicaid fee-for-service chiropractic program. This includes: approving and denying prior authorization requests, sending letters of approval or denial, representing the State at administrative hearings, representing the State in judicial proceeding, and other aspects detailed in the Scope of Work section of this RFP.

The State will contract for chiropractic services on a statewide basis to eligible Medicaid recipients. Services in rural areas should be within reasonable distance for eligible clients to access. All geographic areas of the State must be covered. The contract will be in effect for three years from the date of signing with two one-year renewal options exercised at the State’s option.

The provision of chiropractic services is to specifically treat low back pain for Medicaid eligible recipients age six and older. Other areas of chiropractic services are not covered under this contract.

### **1.2 Authority**

All contractors are charged with presumptive knowledge of all requirements of the cited authorities. The submission of a valid proposal by any contractor will constitute admission of such knowledge on the part of the contractor.

### **1.3 RFP Organization**

This RFP is organized into 12 sections.

Section 1 – Introduction – Provides contractors with general information on the objectives and purpose of this RFP, the anticipated procurement timetable, contracting period, outline of the current prior authorization process, general description of Utah’s Medicaid Management Information System (MMIS), and overall program description.

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Section 2 – Procurement Procedures and Rules of Procurement– Provides contractors with information concerning the procedures that must be followed during the procurement process and with the rules regarding this procurement.

Section 3 – Proposal Submission Requirements – Provides contractors with the requirements regarding submission of proposals for this procurement.

Section 4 – Acceptance of Proposals – Provides contractors with the procedures regarding the acceptance of proposals for this procurement.

Section 5 – Award Notice – Provides contractors with information related to notification of award for this procurement.

Section 6 – Contractor Qualification, Experience and Performance Requirements – Provides contractors with information concerning qualification of bidders/providers, background and experience of providers, and performance requirements for providers.

Section 7 – Scope of Work – Provides contractors with a description of the tasks to be performed, by service, and defines deliverables including details by services, by categories of services, and prior approval requirements as set forth in Medicaid manuals.

Section 8 – Contractor Eligibility Verification

Section 9 - Standard Contract Terms and Conditions – Provides contractors with the general provisions, requirements, rules, specifications, and standards for responding to this RFP.

Section 10 – Operational Processing and Management of the Chiropractic Program, Proposal Instructions – Provides contractors with format and requirements regarding the submission of the proposal.

Section 11 – Cost Proposal Instructions – Provides contractors with format and other requirements regarding the submission of the cost proposal.

Section 12 – Proposal Evaluation – Summarizes how the Utah Division of Medicaid and Health Financing (DMHF) will evaluate the proposals.

### **1.4 Terms of Contract**

If a contract results from this RFP, the initial contract period is **three (3) years** with the option to extend the contract for an additional one year for each of two additional contract extension periods, or **extension duration of up to two (2) additional years** (See Section 9 for Standard Contract Terms and Conditions).

### **1.5 Total Fee-For-Service Eligibles**

The number of pregnant women, and children under 21 years of age, by eligibility category for December 2010 is shown below:

|                      |       |
|----------------------|-------|
| Traditional Medicaid | 33159 |
|----------------------|-------|

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## SECTION 2      PROCUREMENT PROCEDURES

### 2.1      Issuing Office and RFP Reference Number

The State of Utah, Division of Purchasing, is the issuing office for this document and all subsequent addenda relating to it. It is issued on behalf of the Utah Department of Health, Division of Medicaid and Health Financing. The reference number for the transaction is Solicitation # **MP11023**. This number must be referred to on all proposals, correspondence, and documentation related to this RFP. The entire RFP, any addenda, and the contractor's proposal will be considered part of the contract with the successful contractor.

### 2.2      Who May Submit A Proposal

The Department welcomes offers from any entity with experience in providing and administering chiropractic services, particularly those with experience with Medicaid recipients and Medicaid Operations, including other state Medicaid programs capable of meeting the requirements of this RFP.

### 2.3      Pre-Proposal Conference

At the sole discretion of the State a pre-proposal conference may be held on **January 10, 2011 at 2:00 p.m., MST, in Room 129 of the Cannon Health building, located at 288 North 1460 West, Salt Lake City, Utah.** Attendance is not a mandatory condition for proposal submission but it is recommended. During the conference, offerors will have the opportunity to ask questions concerning the RFP or to request interpretations or clarifications. Written questions may be submitted prior to the Pre-proposal conference. Any clarifications will be mailed to all offerors in the form of an addendum.

### 2.4      Availability of Funds

Financial obligations of DOH payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the State of Utah.

### 2.5      Federal Approval

Full implementation of this proposal is dependent upon the approval of the Centers for Medicare and Medicaid Services.

### 2.6      Consideration of Proposals

The State of Utah may award a contract based on the initial proposals received without discussion of such proposals.

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During the course of the selection and negotiation process, changes to the RFP requirements could occur. These changes may require DOH to ask offerors for a final and best offer proposal.

## **2.7 Overview of Procurement Process**

The major steps of the procurement process are as follows:

**A Letter of Intent to Submit a Proposal must be submitted by email to Mark Parry at [mparry@utah.gov](mailto:mparry@utah.gov).**

**The Proposal must be submitted electronically via BidSync at**

**<http://purchasing.utah.gov/buyer/bid.html>.** In addition to the electronic submission, one (1) original and six (6) identical hard copies of the Operational Processing and Management of the Chiropractic Program proposal and one original and six hard copies of the Cost proposal shall be submitted, as described in detail in Section 3.

When submitting a proposal electronically through BidSync, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the RFP. If you are in the middle of uploading your proposal at the closing time, the system will stop the process and your proposal will not be received by the system.

Electronic proposals may require uploading of electronic attachments. BidSync's site will accept a wide variety of documents types as attachments. However, the submission of documents containing embedded documents (zip files), mov, wmp and mp3 files are prohibited. All documents should be attached as separate files.

**Letters of Intent to Submit a Proposal must be received by the Division of Purchasing by the submission deadline.** Proposals not meeting this requirement will be rejected. The preferred method of submitting a proposal is electronically through BidSync (formerly RFP Depot). The proposals must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, Utah 84114-1061

Proposals meeting the submission deadline will be screened to ensure that they meet the mandatory submission requirements.

Operational Processing and Management of Prior Authorizations proposal and **the** Cost proposals will be evaluated by a committee selected by the Division of Medicaid and Health Financing.

Final scores will be compiled and a recommendation made to the Director of the Division of Medicaid and Health Financing.

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## **2.8 Contracting Officer**

With the exception of oral presentations and interviews scheduled by the State, the Division of Purchasing is the sole point of contact from the date of release of this RFP until the selection of the successful contractor.

## **2.9 Questions Regarding the RFP**

All questions and requests for clarification must be submitted through BidSync System. Answers will be given via the BidSync site <http://purchasing.utah.gov/buyer/bid.html>.

**Questions received after the posted Question & Answer Due Date may not be answered.**

## **2.10 Web Site**

The Division's home page is located at: <http://health.utah.gov/medicaid>. We encourage contractors to familiarize themselves with its contents.

## **2.11 RFP Addenda**

The State reserves the right to modify, at its sole discretion, this RFP at any time prior to the proposal, but in no case later than five working days prior to the closing date of the proposal by issuing written addenda. This includes revisions, additions, clarifications, and/or deletions.

All written RFP addenda, as well as the State's written answers to questions, will become part of the final contract. The addenda will be made available via the BidSync system.

## **2.12 Oral Presentations**

The State may require oral presentations from the three contractors that have the highest evaluated total scores. It is the State's sole option to determine if, when, and whether oral presentations will be scheduled and the format of those presentations. Contractors will be notified in advance of the time, locations, and required content of any such presentations. Oral presentations will be made at the contractor's expense.

## **2.13 Purpose of Oral Presentations**

The sole purpose of such oral presentations will be to provide contractors with an opportunity to clarify their proposal, provide an overview of the merits of their proposal, answer questions or concerns raised by the State in the course of reviewing the proposal, and assist the State in verifying the capabilities of the contractors. It will also provide an opportunity for the State to question the contractor's team about their experience, expertise and qualifications that they bring to the project. Information gathered during oral presentations will be used in evaluating and scoring proposals. Oral presentations may include a contractor's system demonstration.

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## **2.14 Question and Other Requirements for Oral Presentations**

If oral presentations are conducted, enhancement of the original proposal will not be permitted, nor may a contractor modify its proposal. Contractors shall not attend, in whole or in part, presentations by their competitors, nor shall contractors interfere with the oral presentations of their competitors.

Each potential contractor shall ensure that key individuals for the Utah PA process attend all or part of its oral presentation. Oral presentations must focus on the functionality of the contractor's proposal. The State is not interested in any product marketing materials or promotional talks during oral presentations.

Questions related solely to the contractor's submitted proposal will be asked and requests for clarification of the proposal will also be requested as the State deems appropriate. At the oral presentations, contractors may be asked clarifying and follow-up questions by evaluators. Contractors may be asked questions regarding individual qualifications and perceptions about how they will contribute to the Utah Chiropractic program and interact with State staff. Responses made during the oral presentations will be considered a part of the contractor's proposal.

During the oral presentations, contractors shall not discuss the merits or qualifications of their competition. For the oral presentations, the State may, at its discretion, establish such procedures and rules of conduct as it may deem appropriate, and the State may enforce such procedures and rules of conduct.

## **2.15 Key Personnel Interviews**

The State reserves the right to conduct interviews of the bidders key personnel proposed to work on the Utah Chiropractic Program and contract.

## **2.16 Acceptance of Terms and Conditions**

Submission of a proposal will constitute acceptance of the terms, conditions, criteria, and requirements set forth in the RFP and will operate as a waiver of any and all objections to the contents of the RFP. Additionally, such submission will assure the State that the contractor agrees and consents, without reservation, substitution, or limitation, to each of the following:

- Accepts as lawful and binding and abides by the proposal submission requirements and rules and the procurement procedures, processes, and specifications identified in this RFP, including any RFP addenda and all appendices of this RFP;
- Accepts as lawful and binding and consents to the State's use of the evaluation methodology and evaluation process as described in Section 12;

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- Accepts as lawful and binding and consents to the State's sole, unrestricted right to reject any or all proposals submitted in response to this RFP;
  - Accepts the substantive, professional, legal, procedural, and propriety of the Scope of Work as described in Section 7; and
  - Accepts the contractual language in Section 9, including the referenced State of Utah Terms and Conditions, if awarded a contract as the result of the RFP.

### **2.17 Cost of Preparing the Proposal**

The cost of developing the proposal and any other such expenses are solely the responsibility of the contractors and will not be reimbursed by the State.

### **2.18 Disposition of Proposals**

All project proposals will become the property of the State. If the proposal includes material that is considered by the contractor to be confidential, the contractor will so designate the material. It is understood that the State will be excused from any confidentiality privileges or protection provisions to the extent required by law or any court order requiring the State to disclose information. The State will give the contractor reasonable notice of any opportunity to participate in any proceedings that may result in such a court order. The successful proposal will be incorporated into the resulting contract and the proposal and contract will be a matter of public record. The State will have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

### **2.19 Protected Information**

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63-2-304, provides in part that:

*the following records are protected if properly classified by a government entity:*

*(1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63-2-308 (Business Confidentiality Claims);*

*(2) commercial information or non-individual financial information obtained from a person if:*

*(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;*

*(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and*

*(c) the person submitting the information has provided the governmental entity with the information specified in Section 63-2-308;*

\* \* \* \* \*

*(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6)*

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*does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed; ....*

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GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the offeror must:

1. provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-2-308(1)).
3. submit an electronic “redacted” (excluding protected information) copy of your proposal response. Copy must clearly be marked “Redacted Version.”

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

To ensure the information is protected, the Division of Purchasing asks the offeror to clearly identify in the Executive Summary and in the body of the proposal any specific information for which an offeror claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the state of Utah. Materials may be evaluated by anyone designated by the state as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option.

## **2.20 No Contingent Fees**

No person or entity will be employed or retained or given anything of monetary value on a contingent fee basis to solicit or secure a contract pursuant to this RFP except bona fide employees of the contractor (including proposed sub-contractors) or bona fide established commercial entities retained by the contractor for the purpose of securing business. For breach or violation of this provision, the State will have the right to reject the proposal or terminate the contract without liability or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or other benefit from the selected contractor.

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### **2.21 Independent Price Determination**

A proposal will not be considered for award if the price in the proposal was not arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other contractor or with any competitor. In addition, the contractor is prohibited from submitting more than one proposal or submitting multiple proposals in a different form, for example, as a prime contractor and as a subcontractor to another prime.

The contractor will include a statement in the transmittal letter certifying that the price was arrived at without any collusion, consultation, communication, or price agreement with any other contractor. Should any such action stated above be detected at any time during the contract, the contract shall be deemed null and void.

### **2.22 Restriction on Communication with State Staff**

From the date this RFP is issued until the date notice of award is given, all communication is restricted to only the purchasing agent.

### **2.23 Reference Checks**

Reference checks may be made to verify information contained in the proposal and to ascertain the quality of the services proposed. The State reserves the right to pursue and contact references related to any personnel and projects named in the proposal. We do not limit reference checking to only those contacts explicitly named in the proposal. Detailed reference checking begins by contacting references included in the proposal. Often those references will refer the State to others that may have additional pertinent information or be more familiar with specific aspects of the project but not listed as the point of contact in the contractor's proposal.

### **2.24 Submission of Information Concerning a Competitor Contractor**

Contractors are advised that the State is not interested in, nor will it consider, allegations of lack of qualification or of impropriety made by any contractor concerning another contractor at any time during the procurement. Inclusion of such information in a contractor's proposal or communication of such information to DMHF, UDOH or DTS officials after proposal submission will be grounds for disqualification.

### **2.25 Gifts and Kickbacks**

No gifts from a contractor or subcontractor to any public employee or agent thereof involved in this procurement are permissible. No contractor or subcontractor will demand or receive kickbacks.

Any contractor or subcontractor offering a gift or kickback to a public employee will be prosecuted to the full extent of the law.

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## SECTION 3      PROPOSAL SUBMISSION REQUIREMENTS

### 3.1      One Proposal Containing Two Sub-Proposals

Each bidding contractor may submit only one overall proposal containing separate Operational Processing and Management of the Chiropractic Program sub-proposal, and a Cost sub-proposal. Submission will be made electronically to the Division of Purchasing via BidSync at: <http://purchasing.utah.gov/buyer/bid.html>. The name, title, mailing address, and telephone number of the contractor's authorized agent holding the authority to officially respond to questions concerning the proposal must be stated in both the Processing and Management sub-proposal and the Cost sub-proposal.

In addition to the electronic submission via BidSync, the contractor must submit one (1) original and six (6) identical hardcopies of the Operational Processing and Management of the Chiropractic Program sub proposal, and one original and six (6) identical hard copies of the Cost sub-proposal, under separate and sealed covers, to the Division of Purchasing, labeling the Operational Process and Management sub proposal as Part 1 and the Cost sub-proposal as Part 2. In the event of any errors in the electronic and hard copies submitted for this RFP, the electronic copy submitted in BidSync will be used.

The Operation Processing and Management sub-proposal will include technical, professional, and corporate information as well as a transmittal letter. For a full discussion on expected contents of the proposal, see Sections 6, 7, 8, 10 and 11.

The Cost sub-proposal will contain the cost and pricing data for the contract. The Cost sub-proposal will primarily reflect personnel costs and overhead associated with the management and processing of prior authorizations and claims payment.

**Costs will be evaluated independently from the technical proposal, and as such should be submitted separate from the technical proposal. Failure to submit cost separately may result in your proposal being judged as non-responsive. Inclusion of any cost or pricing data within the technical proposal may also result in your proposal being judged as non-responsive.**

**Both electronic and hard copy proposals must be received by the Division of Purchasing no later than 5:00 p.m. MDT on the published due date.** Proposals received after the deadline will be returned, unopened with a rejection letter.

Proposals should be mailed or delivered to:

State of Utah, Division of Purchasing  
3150 State Office Building, Capitol Hill  
P.O. Box 141061

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Salt Lake City, UT 84114-1061

Telephone: (801) 538-3026

The RFP Number and due date must be clearly marked on the outside of the shipping package. Upon receipt, all proposals will become and shall remain the property of the State of Utah and will not be returned to the bidding contractors.

### **3.2 Proposal Amendments and Rules for Withdrawal**

Any bidding contractor may withdraw its proposal prior to the proposal due date by submitting a written request for its withdrawal to the Division of Purchasing signed by the contractor and mailed to the issuing officer.

### **3.3 Parent Company**

If an offeror is owned or controlled by a parent company, the main office address and parent company's tax identification number shall be provided in the proposal.

### **3.4 Licensor**

The selected offeror must be able to meet all state and federal license and certification requirements by the beginning date of operations. In addition, the selected offeror must ensure that all providers with whom the selected offeror sub-contracts for services also meet these license and certification requirements.

## **SECTION 4 ACCEPTANCE OF PROPOSALS**

### **4.1 Proper Submissions**

All proposals properly submitted will be accepted by the State. However, the State reserves the right to request clarifications or corrections to the proposals, reject any or all proposals received, or cancel this RFP if it is in the best interest of the State to do so.

Requests for clarifications or corrections may be made in writing or during oral presentations. Requests for clarifications or corrections will not alter the contractor's price contained in the cost proposal.

Contractors' responses to State requests for clarifications or corrections must be made in writing and signed by an officer authorized to commit the firm.

The State reserves the right to overlook minor variances in proposals, providing such action is in the best interest of the State. Such waiver will not, however, modify the RFP requirements or excuse the contractor from full compliance with the RFP specifications and other contract requirements if the contractor is awarded the contract.

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## SECTION 5      AWARD

### 5.1      Notice

Notice of intended contract award will be sent by BidSync system to all bidding contractors by the Division of Purchasing.

### 5.1      Project Start Up

Project Startup is April 1, 2011

## SECTION 6      CONTRACTOR QUALIFICATIONS, EXPERIENCE, AND PERFORMANCE REQUIREMENTS

### 6.1      Contractor Qualifications

Corporate qualification, background, experience and requirements will include, at a minimum, for the contractor and each subcontractor details of the background of the company, its size and resources, details of corporate experience relevant to the program management and processing of prior authorization requests, and overall financial statements. This information will also include, but not be limited to the following:

- Name of contractor or subcontractor(s);
- Date established;
- Ownership (public company, partnership, subsidiary, etc.);
- Federal employer identifying number;
- Total number of employees;
- Number of personnel currently engaged in prior authorizations;
- Overview **of resources** available to support this contract.
- Financial statements for the most recent three years for the applicable legal entity that will sign the contract. These may include:
  - Balance sheets,
  - Statement of income,
  - Statements of Changes in Financial Position,
  - Auditor's reports,
  - Notes to financial statements, and

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--Summary of significant accounting policies.

Other information considered relevant by the offeror can also be included.

### **6.1.2 Proposals**

Proposals may be from any vendor who can demonstrate medical expertise and knowledge in all facets of chiropractic practice.

### **6.1.3 Qualified Personnel**

When adjudicating Chiropractic prior authorization requests, all requests must be reviewed by licensed and certified experts, who are currently credentialed in the specific field. Sufficient background and experience can be demonstrated by license to practice and professional certification within the field.

### **6.1.4 Free Choice of Providers**

The contractor must allow any appropriately licensed chiropractors to enroll with the group in order that the chiropractor may, if he/she so desires, provide services to eligible Medicaid recipients. The bidder must allow freedom of choice of providers as stipulated in Section 1902 (a)(23) of the Social Security Act "which provides that recipients may obtain services from any qualified Medicaid provider that undertakes to provide the services to them." The requirements to be a provider are that they must be a licensed chiropractor with the State of Utah and free from State or Federal sanctions.

## **6.2 Contractor Experience**

### **6.2.1 Recent Experience**

The offeror must have recent (within 5 years), demonstrated experience in practice and practical application, and have performed similar services for another Medicaid, Medicare, or third-party-payer, or combination thereof.

### **6.2.2 Medicaid Experience**

Preference will be given to bidders having Medicaid experience in prior authorizations and providing Medicaid services.

### **6.2.3 Grievance Process**

Bidders must have established and experience in a grievance process and an administrative hearing process. The contractor will establish a grievance process which will allow client complaints to be heard within 30 days of written notice to the contractor by the client of a grievance. Notice of the grievance process and client hearing rights will be given to recipients by the contractor through general notices using the Medicaid forms and formats or derivatives thereof. These notices must be approved by Medicaid. When a service is denied, a written notice will be given within three business days of denial of service. After the contractor has held a hearing with a denied recipient and the finding is to sustain the denial, the case may be

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appealed to the Department by the client and processed through the normal hearing process. The Department will make the determination in the grievance process and the contractor agrees to abide by the final grievance decisions of the Department.

#### **6.2.4 Medicaid Regulations**

Bidders must have a comprehensive knowledge and understanding of Medicaid rules and regulations.

### **6.3 Contractor Performance Measures**

#### **6.3.1 Grievance Process**

Offerors must have a grievance process and have experience with that process. The process must be outlined and explained in detail in the response to the RFP. Experience must be demonstrated by data involving the number and types of cases processed in the last two calendar years. The cases must be summarized as to outcomes, i.e. plaintiff prevailed, initial decision affirmed, case withdrawn, for those cases. (Also see sub-section 6.2.3)

#### **6.3.2 Telephone Inquires**

Offerors must respond immediately to telephone inquiries regarding prior authorizations during normal business hours. If research is required before an answer is given, offerors must respond within two working days.

#### **6.3.3 Responding to Written Prior Authorization Requests**

Offerors must respond to written requests within six working days. A working day is defined as an eight hour day during customary business hours.

**The bidder will prepare and submit electronic claims on monthly basis.**

#### **6.3.4 Claims Submission**

Contractor will submit claims directly to the Medicaid Management Information System (MMIS) for payment. These claims must be in the format acceptable to MMIS.

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### **6.3.5 Confidentiality**

Offerors must agree to abide by all confidentiality regulations of the State of Utah and Title XIX of the Social Security Act and other applicable regulations.

### **6.3.6 Second Tier Review**

Denials of a prior approval request must go through a second level of review at the contractor level.

### **6.3.7 Reports**

The offeror must include in its response to the RFP a list of reports that will provided data on a monthly, semiannual and annual basis on which vendor performance can be measured. These reports must include a detailed narrative about each report and what each report will measure in terms of contract compliance and performance. These reports must include, but not be limited to:

- The number of telephone calls received during a month pertaining to questions regarding prior authorizations,
- The average telephone time by program and service, including abandoned calls,
- The average waiting time for processing of prior authorizations,
- The number of approvals,
- The number of denials,
- The documented cost savings associated with denials,
- The number of hearings currently in the grievance process,
- The number of requests for administrative hearings received during a month,
- The approval and denial numbers and rates by reviewer.
- The standards and criteria by which each performance measure and metric can be assessed and evaluated.

### **6.3.8 Transition Process**

The offeror must also prepare a table with detailed narrative showing the transition process to begin program operation. This table must also include the information technology transition and associated costs. The transition must be smooth and done without disruption to providers and clients. Any issues, problems and detrimental circumstance arising from the transition will be the responsibility of the offeror, unless the state's action or lack of action causes the situation.

### **6.3.9 Solvency**

The contractor must be fiscally solvent during the duration of the contract. If the contractor does not, that insolvency will constitute grounds for contract termination.

### **6.3.10 Protection for Enrollees from Fees**

The contractor must protect enrollees from incurring liability for payment of any fees which are the legal obligation of the contractor.

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### **6.3.11 Corporate Identity**

The contractor must provide full and complete information on the identity of each person or corporation with an ownership and control interest in the plan and any financial interest in any subcontractors.

## **7 SCOPE OF WORK**

### **7.1 Objective**

The contractor must administer the program and provide chiropractic services in a cost effective manner. These services will be provided to EPSDT eligible children ages six through twenty one years, and to pregnant women living in the State of Utah, including recipients enrolled in managed care plans.

### **7.2 Service Area and Number of Practitioners**

The contractor must provide chiropractic services to eligible Medicaid clients using Utah licensed providers throughout the State. Services in rural areas must be within reasonable distances for eligible clients to access them. There must be a sufficient number of practitioners and locations to meet the needs of the Medicaid population statewide.

### **7.3 Client Eligibility for Services**

The will provide services to EPSDT eligible Medicaid clients ages six through 21 years. The contractor will also provide services to pregnant women.

### **7.4 Scope of Service and Adhering to Manuals**

The contractor may only provide services to clients who are Medicaid eligible on the date of service. The services are limited to manual spinal manipulation and x-rays for symptoms of lower back pain. The contractor will ensure that providers only furnish service which can be given under the three codes within the chiropractic scope of service: CPT code 99202, 99212, and 98940. Other services to cervical, shoulder, hip, etc. are not covered by Medicaid under the contract.

Further, the contractor will comply with provision of the Chiropractic manual, which includes but is not limited to: Section 1, General Information; Section 2, Provider Specific Information; and General Attachments Applicable to All Providers.

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### **7.5 Records Retention**

The contractor must retain physician orders, statements, and records of services relating to the contract and services provided. Records must be retained until all state and federal audits are completed, but in no case longer than seven years after the end of the contract period.

### **7.6 Program Administration**

The contract will manage all administrative components of the program. This includes, but is not limited to: authorizations, claims preparation and claims submission electronically to MMIS. The administrative operational procedures, workflow, outline structure and narrative must be part of the proposal.

### **7.7 Program Data**

The contractor must provide on a monthly basis an activity or utilization report. This report will include: client name and Medicaid identification number, date of service, service by code, diagnosis, administrative cost by employee and overhead.

### **7.8 Denials, Notices, Grievance and Administrative Hearing Process**

The contractor must establish a system to handle the denial of services, which includes written notice of denials and notice of hearing rights. The contract will also establish a grievance process which will allow client complaints to be heard within 30 days of the date of written notice to the contractor by the client. Notice of the administrative hearing and grievance process will be given to recipients by the contractor through general notices using Medicaid forms and formats or derivatives thereof. These notices must be approved by Medicaid. When a service is denied, written notice will be given within three business days after a contractor has held an administrative hearing, and the decision affirms the denial. At the same time, the client will be notified of the option to request a fair hearing by the Department. The Department's decision will be final and binding upon the contractor. If the client disagrees with the Department's decision and seeks judicial review, the contractor will also be part of any judicial proceedings.

### **7.9 Coordination of Care**

The contractor must coordinate care and services with the Medicaid client's other medical providers to ensure case management of all service being provided. Specifically, for clients ages six through twelve, the contractor must include a plan as to how coordination with the primary care physician will take place.

### **7.10 Utilization Data**

The offeror can review the Chiropractic Program utilization data in the Attachment to this RFP.

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## SECTION 8      CONTRACTOR ELIGIBILITY VERIFICATION

The contractor will be responsible for Medicaid eligibility verification. The Department will provide access to Medicaid eligibility information for the contractor. The contractor will use this access to verify the clients' Medicaid eligibility at the time of service. Access will be provided through computer link, telephone query or other process.

## SECTION 9      STANDARD CONTRACT TERMS AND CONDITIONS

The contractor must comply with all the terms and conditions listed below and those of the State of Utah "Standard Contract Terms and Conditions State of Utah, State Cooperative Contract" found at: <http://purchasing.utah.gov/contract/documents/termsandconditionsagencycontract.pdf>

### 9.1    Authority

Provisions of this contract are pursuant to the authority set forth in Title XIX of the Social Security Act, as amended, the regulations issued under the authority thereof.

### 9.2    Firm Prices

Unless otherwise stated, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period from the date of bid/proposal opening to the end of the original contract period.

### 9.3    Modification or Withdrawal of Bids/Proposals

Bids/proposals may be modified or withdrawn prior to the time set for the opening of bids/proposals. After the time set for the opening of bids/proposals, no bids/proposals may be modified, unless a request for modification is made in writing by the State.

### 9.4    Bid/Proposal Preparation Costs

The State is not liable for any costs incurred by the contractor in bid/proposal preparation.

### 9.5    Contract Period

If a contract results from this RFP, the initial contract period is **three (3) years with the option to extend the contract for an additional twice (2) for an additional year for each extension.**

The State will have the sole option to exercise the renewal options. The State will notify the contractor in writing of its intent to extend the contract no later than 30 days prior to the contract termination date. Failure to give timely notice will not be a basis for a cause of action against the State of Utah or its employees.

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### **9.6 Availability of Funds**

Financial obligations of DOH payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. . In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the State of Utah

### **9.7 Federal Contract Approval**

Full implementation of this proposal is dependent upon the approval of the Centers for Medicare and Medicaid Services.

### **9.8 Diversion of Staff**

The objective of this standard is to ensure continuity of staff and constancy of the prior approval process.

The personnel and commitments described in this RFP are essential to the prior authorization process covered by this contract. Prior to diverting any of the staff required by this RFP to other contractor locations or projects or changing the level of effort of the specified individuals, the contractor will be required to submit justification, including the proposed staff substitution, in sufficient detail to permit evaluation of the impact on the Utah Medicaid program. No diversion will be made by the contractor without prior consent of the State.

Replacement of any personnel will be with personnel of equal ability and qualifications as determined by the State.

If the contractor diverts or transfers staff without the prior approval of the State, the contractor will be considered out of compliance, and the State may assess liquidated damages against the contractor.

In the case of non-compliance, liquidated damages in the amount of five hundred dollars (\$500) per working day will be assessed against the contractor for each working day each position remains vacant.

### **9.9 Replacement of Key Staff**

The objective of this standard is to ensure that the contractor maintains qualified key staff and uninterrupted activity in all key contract areas. The contractor must replace all key personnel within fourteen (14) calendar days after they leave the contractor's employment. Replacement of personnel will be with personnel of equal ability or qualifications. For purposes of this standard, key personnel are defined as all managers, supervisors, and technical staff.

The State may identify a situation in which the contractor has diverted a person from or left vacant a key personnel or staff position without the prior approval of the State. State staff will notify the contractor, in writing, with regard to such non-compliance.

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Liquidated damages in the maximum amount of ten thousand dollars (\$10,000) per occurrence, after written notification by the State, may be assessed for each key person proposed who is changed or reassigned without proper notice and approval for a reason other than death, resignation, termination, or military recall. Additional damages may be assessed in the amount of five hundred dollars (\$500) per day per vacancy for each working day after the 30th day during which the contractor fails to replace, or demonstrate a good-faith effort to replace, a key person.

The State reserves the right to require the contractor to reassign, or otherwise remove from the project, any contractor employee found unacceptable by the State. The State will not arbitrarily or capriciously exercise this right.

### **9.10 Project Management**

The Project Director and Operations Manager will serve as liaisons with the State. The Project Director and Operations Manager will be available and responsible to the State for consultation and assistance. They will attend, upon request, meetings and hearings of Legislative committees and interested governmental bodies, agencies, and officers and will also provide timely and informed responses to operational and administrative inquiries arising in the Utah Medicaid program. The Project Director and Operations Manager will regularly meet with the State designee and other State staff, as required by the State.

The contractor will also designate deputies who will be responsible for assuming the responsibilities of the Project Director or Operations Manager during any absence of the Director or Manager.

### **9.11 Data, Records, files, and Documentation**

The State's data files and the data contained therein will be and will remain the State's property and will be returned to the State by the contractor upon termination of the contract.

The State's data and records will not be utilized by the contractor for any purpose other than that of rendering services to the State under this contract, nor will the data and records be disclosed, sold, assigned, or leased to third parties or otherwise disposed of by the contractor without prior approval to do so by the State.

The State will have the right to access and use any data files and records retained or created by the contractor.

### **9.12 Ownership of Information and Data**

Whereas the contractor agrees that all work product, including but not limited to software, developed in the performance of this contract is work made for hire as a contribution to a collective work and, as such, is the property of the Department; therefore, the contractor assigns

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full copyright ownership to the Department, unless otherwise specified in the Special Provisions of this Contract.

### **9.13 Patents, Copyrights, Etc.**

The contractor, at its own expense, must defend any claim or suit that may be brought against the State of Utah for infringement of any patents, copyrights, proprietary rights, or right of privacy arising from the contractor's or State's use of any materials or information prepared or developed in conjunction with the performance of the contract. The contractor will, in any such suit, satisfy any final judgment for infringement. The State will give the contractor written notice of such claim or suit and full right and opportunity to conduct the defense thereof, if approved by the Utah Attorney General, together with full information and all reasonable cooperation.

If, in the contractor's opinion, the equipment, materials or information mentioned in the aforementioned paragraphs is likely to or does become the subject of a claim of infringement of a United States patent or copyright, then without diminishing the contractor's obligation to satisfy any final award, the contractor may, with the State's written consent, substitute other equally suitable equipment, materials, and information, or at the contractor's option and expense, obtain the right for the State to continue the use of the equipment, materials, and information.

### **9.14 Conflict of Interest**

In the event that a conflict of interest is proven, the State will terminate the contract and the contractor will be liable for any excess costs to the State as a result of the contract default.

### **9.15 Prohibition of Employment of RFP Response Evaluator and Office Staff**

The contractor is prohibited for a period of one year from the date the contract is awarded from hiring or offering to hire any State employee who assisted in drafting this RFP or any member of the RFP evaluation team. Violation of this provision will result in the termination of the contract.

The contractor is prohibited for a period of 6 months from the date the contract is awarded from hiring any employees of the prior authorization unit unless otherwise approved by the Director of the DMHF. Violation of this provision will result in the termination of the contract.

### **9.16 Termination by Default**

In the event of termination by default, in full or in part, as provided by this clause, the State may procure, upon such terms and in such manner as the State may deem appropriate, supplies or services similar to those terminated, and the contractor will be liable to the State for any excess costs for such similar supplies or services. In addition, the contractor will be liable to the State for administrative costs incurred by the State in procuring such similar supplies or services

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equivalent to those terminated, and the contractor will be liable to the State for any excess costs for such similar supplies or services.

In the event of a termination by default, the contractor will be paid for those deliverables which the contractor has delivered to the State at the contract price. Payment for partially completed deliverables delivered to and accepted by the State will be in an amount determined by the State.

The rights and remedies of the State provided in the clause will not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

No failure by the State to enforce any contract provisions after any event of default will be deemed a waiver of its rights with regard to the event or any subsequent event. No express waiver of any contract event of default will be deemed a waiver of any contract provision. No failure or waiver is deemed a waiver of the right of the State to enforce each and every contract provision upon any further or other default on the part of the contractor.

### **9.17 Procedure for Termination**

Upon delivery of a Notice of Termination by certified mail to the contractor from the State or to the State from the contractor specifying the nature of the termination, the extent to which performance of work under the contract is terminated, and the date on which such termination becomes effective, the contractor will:

- 1) Stop work under the contract on the date and to the extent specified in the Notice of Termination.
- 2) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of any portion of the work under the contract that has not been terminated.
- 3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
- 4) Assign to the State in the manner and to the extent directed by the State all of the rights, title, and interest of the contractor under the orders or subcontracts so terminated, in which case the State will have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- 5) With the approval or ratification of the State, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provision of the contract.
- 6) Transfer title to the State (to the extent that title has not already been transferred) and deliver in the same manner, at the times and to the extent directed by the State, all files,

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user and operation manuals, and copies of all documentation, in any form, that relate to the work terminated by the Notice of Termination.

- 7) Complete the performance of such part of the work as may not have been terminated by the Notice of Termination.
- 8) Take such action as may be necessary, or as the State may direct, for the protection and preservation of the property related to the contract that is in the possession of the contractor and in which the State has or may acquire an interest.

The contractor will proceed immediately with the performance of the aforementioned obligations, notwithstanding any delay in determining or adjusting the amount of any item of reimbursable cost under this clause.

### **9.18 Termination Claims**

After receipt of a Notice of Termination by either the State or the contractor, the contractor will submit to the State any termination claim in the form and with the certification prescribed by the State. Such claim will be submitted promptly but in no event later than one month after the effective date of termination.

In the event of the failure of the contractor and the State to agree in whole or in part as to the amounts with respect to costs to be paid to the contractor in connection with the total or partial termination of work pursuant to this subsection, the State will determine on the basis of information available the amount, if any, due to the contractor by reason of termination and will pay to the contractor the amount so determined.

### **9.19 Warranty Against Broker's Fee**

The contractor will warrant that it has not employed any company or person other than a bona fide employee working solely for the contractor or a company regularly employed as its marketing agent to solicit or secure the contract. The contractor will further warrant that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the contractor or a company regularly employed by the contractor as its marketing agent any fee, commission, percentage, brokerage fee, gifts, or any other consideration-contingent fee.

### **9.20 Invoice Procedures**

The contractor will invoice the State within 5 working days after the end of each calendar month. The invoice will include employee costs by employee and an itemized list of other expenses in connection with the management, processing and administrative hearings associated with prior authorization. The invoice will exclude any applicable hold back amounts.

### **9.21 Waiver**

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties. Forbearance or

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indulgence in any form or manner by either party, in any regard whatsoever, shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply. Notwithstanding any such forbearance or indulgence, until complete performance or satisfaction of all such covenants, conditions, duties, obligations and undertakings, the other party shall have the right to invoke any remedy available under the agreement or under law or equity.

### **9.22 Confidentiality of Information**

The contractor will treat all information, and in particular information relating to recipients and providers, that is obtained by it through its performance under the contract as confidential information to the extent that confidential treatment is provided under 42 CFR 431, Subpart F, and under State and Federal law and will not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securing of its rights hereunder.

All information as to personal facts and circumstances concerning clients obtained by the contractor will be treated as privileged communications, will be held confidential, and will not be divulged without written consent of the State and the written consent of the recipient, his or her attorney, or his or her responsible parent or guardian, provided that nothing herein will prohibit the disclosure of information in summary, statistical, or other form that does not identify individual recipients.

The use or disclosure of information concerning recipients will be limited to purposes directly connected with the administration of the contract.

The contractor will be liable for any breach of this provision by the contractor or subcontractor and will indemnify the State from all suits resulting from such a violation.

### **9.23 Disputes**

It is the policy of the Utah Department of Health to resolve disputes between the Department and its contractors or grantees at the lowest appropriate administrative level. The Department will attempt to resolve disputes informally before resorting to formal administrative or judicial review.

The Contract Dispute Resolution Process will be used when the Department believes that there is material non-performance by the contractor and the Department wishes to either: (1) withhold payment to the contractor, (2) modify the contract as a result of the non-performance, or (3) terminate the contract as a result of the non-performance. The resolution process is also available to review funding determinations in the event an applicant is dissatisfied with a funding decision through the Department's internal RFP process.

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The State will notify the contractor in writing of the specific non-performance and provide the contractor/grantee an opportunity to meet with the contract manager to attempt to resolve the dispute. The contract manager will notify the Division Director of the outcome of the meeting(s). The Division Director will either approve the proposed resolution or set up a meeting with the contractor/grantee to attempt further negotiations.

If the issues are not resolved by the Division Director, the matter may be reviewed by the Utah Department of Health Executive Director.

The contract manager or the Division Director may, at any time during the process, request that the Executive Director authorize the use of resources outside the agency, including but not limited to, State alternative dispute resolution (ADR) resources, private ADR resources, legal assistance or professional expertise.

#### **9.24 Cost of Litigation**

In the event that either the State or the contractor deems it necessary to take legal action to enforce any provision of the contract, the contractor will bear the cost of the litigation.

#### **9.25 Contract Modifications**

The State, after consulting with the contractor, may modify any portion of the contract, provided the changes can be construed to be within the scope of the original contract. Such modifications will be approved, when necessary, by the Centers for Medicare and Medicaid Services.

#### **9.26 Subcontractors**

The contractor may enter into a written subcontract(s) for performance of certain of its functions under the contract. Planned use of subcontractors must be clearly explained in the contractor's proposal. This includes, at a minimum, the name and address of and the scope of work to be performed by each subcontractor and the estimated dollar amount of each subcontract. The contractor must notify and receive approval from the State in advance of any subcontract.

Suppliers of rental equipment, maintenance agreements, and routine purchase orders for fulfilling the requirements of the contract will not be considered subcontractors for purposes of this requirement.

The contractor will be fully responsible for all work performed under the contract, whether or not subcontractors are used. No subcontract into which the contractor enters with respect to performance under the contract will, in any way, relieve the contractor of any responsibility for performance of its duties.

Current employees of the State of Utah, consultants, and consulting affiliates of the State may not act as subcontractors. All subcontractors must meet the same standards, terms, and conditions for procurement as imposed on the contractor by this RFP.

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If a subcontractor is used for a major portion (e.g., subcontract for 20% or more of the bid for implementation) of the duties of the contract, a representative of the subcontractor will be required to meet regularly with the State.

If a subcontractor is used to supply and configure the PA process, the State must have its own, independent licensing agreement with the subcontractor, allowing it to continued use of any product(s) should the contract with the contractor expire or be terminated for any other reason.

### **9.27 Failure to Comply with Duties**

The contractor must meet the requirements in Sections 6, 7, and 8. If the contractor fails to meet the requirements within the time period agreed to with the DMHF, liquidated damages may be assessed by the State.

Liquidated damages in the amount of two thousand dollars (\$2,000) per day for each calendar day of delay may be assessed against the contractor.

### **9.28 Deduction of Liquidated Damages From Payments**

Liquidated damages assessed by the State for the failure of the contractor to perform its duties may be deducted by the State from any money payable to the contractor pursuant to the contract.

### **9.29 Health Standards**

The contractor agrees to abide by the Utah Indoor Clean Air Act, Title 26, Chapter 38, and UCA.

### **9.30 Contract Composition and Interpretation**

The terms and conditions contained in this section constitute the basis for this procurement and any contract resulting from this RFP. The RFP, as well as the contractor's proposal, will be considered part of the contract. Any ambiguity or inconsistency among those documents will be resolved by applying the following order of precedence:

1. The contract document, including any amendments
2. The RFP, including all addenda and/or written clarifications
3. All documents included by reference in the RFP, including the Standard Terms and Conditions
4. The contractor's proposal, including any amendments and/or written clarifications.

A higher-order document will supersede a lower-order document to the extent necessary to resolve any inconsistencies between them. Silence on any matter in a higher-order document will not negate the provisions of a lower-order document as to that matter.

The contract, including the documents incorporated by reference, will contain the entire agreement between the two parties, and no statements or promises by either party that are not contained in the contract will be valid or binding.

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### **9.31 Holdback**

To ensure successful completion of the transition period (management and operation of the program process as reflected in Sections 6, 7, and 8), 10% of each payment will be withheld. The balance of the holdback will be released when all deliverables are met.

## **SECTION 10 – OPERATIONAL PROCESSING AND MANAGEMENT OF THE CHIROPRACTIC PROGRAM, (OPMCP) PROPOSAL INSTRUCTIONS**

Contractors must adhere to the organization in this section when preparing their proposals. Proposals must respond to all items in the subsections of this section. Excessive use of elaborate colored charts, symbols and other marketing approaches is discouraged. The proposal OPMCP should not contain price or cost information.

### **10.1 Tab 1 – Transmittal Letter (Professional Services)**

The transmittal letter must be on official business letterhead and signed by an individual authorized to legally bind the contractor. The person signing the transmittal letter must certify that he or she is the person in the contractor's organization responsible for the proposal, including pricing in the Cost Sub-Proposal, and that he or she has not participated and shall not participate in any action contrary to the provisions of the RFP and proposed contract. If the person signing the transmittal letter is not the person in the contractor's organization responsible for the contents in the proposal, he or she must certify that he or she has been authorized in writing to act as agent for the person(s) responsible for such decision and certify that neither himself/herself nor the person he/she is acting as an agent for has participated or will participate in any action contrary to the RFP or proposed contract.

The transmittal letter must include:

A statement indicating that the contractor is a corporation or other legal entity and the name of the legal entity as well as any “doing business as” name;

A statement identifying if subcontractors are included in the proposal and if so, the name of the subcontractor(s), the percentage of work to be performed by each subcontractor and a description of the work to be done by each subcontractor;

A statement identifying the contractor's federal tax identification number;

A statement identifying all addenda to this RFP issued by DMHF and received by the contractor. If no addenda have been received, a statement to that effect must be included;

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A statement that no attempt has been made or will be made by the contractor to induce any other person or firm to submit or not to submit a proposal;

A statement that no claim will be made for payment to cover costs incurred in the preparation or submission of this proposal or any other associated costs;

A statement that no relationship exists or will exist during the contract period between the potential contractor and DMHF that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a State contract;

A statement that none of the contractor's officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended;

A statement that no contact, direct or otherwise, regarding this or related Utah RFPs or a response to this RFP has occurred between any Utah Department of Health, Division of Medicaid and Health Financing or Department of Technology Services, and any employee, subsidiary, or other component of the contractor;

A statement that the contractor will not hire or offer to hire any member of the RFP evaluation team for a period of one year from the date of the contract award, unless an exception is granted by the DOH Executive Director;

A statement that the proposal complies with all specifications and requirements of the RFP ;

A statement that the contractor and any subcontractor(s) certify that the prices quoted are fixed for the periods specified in the contract, that the prices proposed have been arrived at independently, without consultation, communication or agreement with any other contractor or with any competitor for the purpose of restricting competition as to any matter relating to such prices and unless otherwise required by law, the prices quoted have not knowingly been disclosed by the contractor prior to award, directly or indirectly, to any other contractor or to any competitor, with the exception as noted in 9.2, Firm Prices;

A statement acknowledging that the State cannot contract for the payment of funds not yet appropriated by the Utah State legislature:

A statement that the contractor understands and agrees with all the terms and conditions specified in this RFP;

A statement that the contractor understands that any application software developed, modified or supplied by contractor, and all related software systems, utilities, and tools will be owned by the Utah Department of Health at the termination of the contract;

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If subcontractors are proposed, a statement from each subcontractor, appended to the transmittal letter and signed by an individual authorized to legally bind the subcontractor, stating the scope of work to be performed by the subcontractor and the subcontractor's capability and willingness to perform the work indicated, abide by all employment practices outlined in this RFP, and that relating to prices, and unless otherwise required by law, their prices quoted have not been disclosed by the subcontractor to any other contractor prior to award, directly or indirectly, and that the prices quoted to the prime contractor will be fixed for the contract periods as specified in the contract.

Any contractor having contact with DMHF individuals for normal operational activity, under any other contract currently in place with DMHF must request, prior to submission of a proposal in response to this RFP, a waiver to continue such contact with DMHF. The letter requesting a waiver must be sent to the Issuing Purchasing Agent at the address described in Section 3 of this RFP. Letters with the same information as described above must be included from all subcontractors.

### **10.2 Tab 2 – Executive Summary**

Each proposal must include an Executive Summary, which will condense and highlight the contents of the Operational Processing and Management of Chiropractic program in such a way as to provide the proposal reviewers and evaluators with a broad understanding of the entire proposal. The executive summary should be a concise overview of the proposal, not a marketing document, and cannot exceed five (5) pages.

### **10.3 Operational Processing and Management of the Chiropractic Program**

The contractor must include in the response to the RFP its operational processing and management process outlined in detail with the narrative which implements and applies the applicable information found in Medicaid provider manuals and in Section 6 (Contractor Qualifications), Section 7 (Scope of Work) , and Section 8 (Contractor Eligibility Verification) of this RFP.

In addition, the contractor must outline a process that will demonstrate access to and the ability to interface with the necessary medical expertise to evaluate the efficacy and cost effectiveness of any prior authorization request when required. This ability to interface with other providers of medical services is directly related to coordination of care when medical necessity warrants.

### **10.4 Chiropractic Category of Service Utilization Data**

Utilization data for the last 23 calendar months by billable code is found in Attachment 1. The data represent the most current data based on the current scope of service and eligible clients (EDSDT eligible's and pregnant women.)

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## SECTION 11 - COST PROPOSALS

### 11.1 Two Options for the Cost Proposal

There are two options or methods a contractor can use to submit a Cost Proposal or bid:

1. Detailed Cost Proposal Components, or
2. Administrative Percent of Reimbursement for Chiropractic Services

Regardless of the method selected, the contractor must submit a Cost Sub-Proposal for the Operational Processing and Management of the Chiropractic Program (administration) consistent with the requirements in Section 6 (Contractor Qualifications, Experience and Performance), Section 7 (Scope of Work), and Section 8 (Contractor Eligibility Verification) of this RFP. The Cost Sub-Proposal must include a corporate official's signature (one authorized to bind the corporation), the official's title and date of signature. The Cost Sub-Proposal for the professional administrative services component should be constructed giving consideration to the fact that no payments will be made by the State for initial start-up activities performed by the contractor prior to the initiation of work. Such initiation costs will be borne by the contractor.

### 11.2 Detailed Cost Proposal Components

The Cost Proposal requires a firm fixed price bid on the work products outlined in Sections 6, 7 and 8 of the RFP. The proposal should be all-inclusive, containing labor, any other ancillary services (including but not limited to travel and per diem) related to accomplishing the tasks, and any overhead costs, such as corporate overhead. The cost proposal must include the pricing schedule or table below with all lines completed and correct calculations of the contractor's bid.

The cost or pricing schedule must conform to the pattern below. If necessary, the bidder can modify and/or expand the schedule to reflect greater detail and specificity, but the general pattern and outline must remain the same.

## Cost Proposal

| Category                                                               | Number | Cost<br><br>(Including Salary, Wages,<br>and Benefits) |
|------------------------------------------------------------------------|--------|--------------------------------------------------------|
| <b>Administration</b>                                                  |        |                                                        |
| Project or Account Manager                                             |        |                                                        |
| Prior Authorization Manager (Adm Hearing Representative)               |        |                                                        |
| Support Staff (Delineated by Number and Type)                          |        |                                                        |
| Secretarial                                                            |        |                                                        |
| Clerical                                                               |        |                                                        |
| Etc.                                                                   |        |                                                        |
| Overhead (Delineated by Type, i.e., corporate, supplies, etc.)         |        |                                                        |
| <b>Sub Total</b>                                                       |        |                                                        |
|                                                                        |        |                                                        |
| <b>Prior Approval Processing Staff (Delineated by Number and Type)</b> |        |                                                        |
| Medical Professionals                                                  |        |                                                        |
| Doctor(s)                                                              |        |                                                        |
| Nurses                                                                 |        |                                                        |

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|                                                                                                                       |  |  |
|-----------------------------------------------------------------------------------------------------------------------|--|--|
|                                                                                                                       |  |  |
| Other Skilled Medical Professionals (Specified by Program Type-<br>Physical Therapist, Audiologist, pharmacists, etc. |  |  |
| Physical Therapist                                                                                                    |  |  |
| etc                                                                                                                   |  |  |
| Sub Total                                                                                                             |  |  |
| <b>Other Expense</b> (Specify by Type)                                                                                |  |  |
| <b>Total</b>                                                                                                          |  |  |

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### **11.3 Administrative Percent of the Reimbursement for Chiropractic Services**

The second alternative for the Cost Sub-Proposal for the administration of the Chiropractic Program is to bid a percentage of the Medicaid reimbursement for the services provided during any month. For example, if \$1,000 is paid by Medicaid for services in any given month, the contractor would be paid a percentage of that reimbursed amount. If that percentage were 10%, the contract would be paid \$100 for program administration during that month.

If the percentage bid option is selected, the contractor will indicate that percentage in his/her response to the Cost Sub-Proposal. Further, if this option is selected, it does not relieve the contractor from any provision or requirement in this RFP, i.e. program management, submission of claims electronically, etc. If this option is selected the contractor will also be still be required to submit on a monthly an invoice for the administrative payment. The invoice will include at a minimum the client's name, Medicaid identification number, the warrant number, the amount of payment received by the provider for client services and the date of service.

### **11.4 Payment Method**

Regardless of which cost proposal is submitted in the RFP, payment will be made based upon the reimbursed or payment amount process by MMIS in any given month. Further, a claims audit may be conducted by the State at the State's discretion. Any prior authorizations which are approved and should have been denied, the cost of those services will be deducted from future payments. Any disputes between the State and the successful contractor will be resolved through the State's administrative hearing process.

### **11.5 Chiropractic Category of Service Utilization Data**

Chiropractic utilization data for the last 23 calendar months by billable code is found in Attachment 1. The data represents the most current data based on the current scope of service and eligible clients (EDSDT eligibles and pregnant women.)

## **SECTION 12 - PROPOSAL EVALUATION**

DMHF will conduct an evaluation of contractors' proposals based on the procedures described in this section.

DMHF will appoint an Evaluation Committee to support the evaluation process. The Committee will include State staff representing such areas as MMIS operations, finance, and Medicaid policy. The Committee will be responsible for reviewing and scoring the proposals received in response to this RFP, and if necessary, staging oral presentations for those contractors qualifying as finalists.

Committee members will conduct reference checks to verify the accuracy of submitted materials and to ascertain the quality of the contractor's prior work and named personnel expertise. The State reserves the right to pursue any reference, including those references not cited by the contractor.

The Committee will rank contractors based on each contractor's combined Operational Processing and Management of the Chiropractic Program Sub-Proposal and the Cost Sub-Proposal, and present ITS findings to the DMHF Director for a recommendation to the Purchasing Officer for contract award.

Authorized State and federal officials who are not committee members may observe the evaluation and selection processes. The State reserves the right to alter the composition of the Committee.

The evaluation will consist of the following steps:

Step I – Initial Evaluation

Step II – Evaluation of the Operational Processing and Management of the Chiropractic Program Proposal (administration)

Step III - Evaluation of the Cost Proposal,

Step IV - Initial Ranking of Proposals to Determine Highest Three Scoring Bidder

Step V - Oral presentations (Optional)

Step VI - Final Ranking of proposals

Step VII - Selection and award.

The contract resulting from the procurement award becomes effective upon signature by the responsible State officials and approval by CMS.

### **12.1 Step 1 – Initial Evaluation**

The Committee will open all proposals to verify contractors have complied with RFP requirements for format and content. The Committee may disqualify a contractor for failure to comply with the Cost Sub-Proposal preparation requirements and/or the Operational Processing and Management of the Chiropractic Program Sub-Proposal.

The Committee will also review all accepted proposals to verify compliance with State procurement rules and to ensure that each proposal is complete and sufficiently responsive to permit a thorough evaluation. Failure to meet all requirements may result in the rejection of the proposal. The State reserves the right to waive minor irregularities or omissions in evaluating mandatory requirements.

The evaluation information presented in sub-sections 12.2 and 12.3 below are areas of primary interest. However, failure to comply with other requirements not included in these sub-sections could lead to lower evaluations scores or in some cases disqualification.

## **12.2 Step 2 – Evaluation of the Operational Processing and Management of the Chiropractic Program**

Evaluation of the management and process proposal will focus primarily on the elements reflected in the chart below:

### **Evaluation Matrix for the Operational Processing and Management of the Chiropractic Program Process and Evaluation of the Cost Proposal**

| Reference Number | Description                                  | Possible Points – Met, Not Met | Comments |
|------------------|----------------------------------------------|--------------------------------|----------|
| 2.7              | Procurement Process, Ltr of Intent           | Met, Not Met                   |          |
| 2.16             | Acceptance of Terms and Conditions Statement | Met, Not Met                   |          |
| 2.20             | No Contingent Fee                            | Met, Not Met                   |          |
| 2.21             | Letter Certifying Independent Pricing        | Met, Not Met                   |          |
| 3                | Acceptance of All Requirements in Section 3  | Met, Not Met                   |          |
| 6.1              | Contractor Qualification                     | 15 possible points             |          |
| 6.1.2            | Proposals-Demonstrated Medical Experience    | 15 Points                      |          |
| 6.1.3            | Reviewer Qualifications Qualified Personnel  | 20 points possible             |          |
| 6.1.4            | Free Choice of Providers                     | Met, Not Met                   |          |
| 6.2.1            | Recent Experience                            | 20 points                      |          |

|              |                                                                   |                    |                                                                                           |
|--------------|-------------------------------------------------------------------|--------------------|-------------------------------------------------------------------------------------------|
|              |                                                                   | possible           |                                                                                           |
| 6.2.2        | Enhanced Experience                                               | 10 points possible |                                                                                           |
| 6.2.3, 6.3.1 | Grievance Process Experience                                      | 25 points possible |                                                                                           |
| 6.3.2        | Telephone Inquires Timeframe                                      | Met, not met       |                                                                                           |
| 6.3.3        | Response to Written Prior Authorization Requests                  | 15 points possible |                                                                                           |
| 6.3.4        | Claims Submission to MMIS                                         | Met, Not met       |                                                                                           |
| 6.3.5        | Confidentiality                                                   | Met, Not Met       |                                                                                           |
| 6.3.6        | Second Tier Review                                                | Met, Not Met       |                                                                                           |
| 6.3.7        | List of Reports, Sufficiency, Performance Measures and Criteria s | 30 Points Possible | .Number, types and Quality of Reports Can Performance be evaluated based on these reports |
| 6.3.8        | Transition Process                                                | 15 Points Possible |                                                                                           |
| 6.3.11       | Ownership Information                                             | Met, Not Met       |                                                                                           |
| 7.2          | Service Area and Number of Providers                              | Met, Not Met       |                                                                                           |
| 7.3          | Client Eligibility for Services                                   | Met, Not Met       |                                                                                           |
| 7.4          | Scope of Service and Adhering to Manuals                          | Met, Not met       |                                                                                           |
| 7.5          | Record Retention                                                  | Met, Not Met       |                                                                                           |
| 7.6 & 10.3   | Program Administration                                            | 50 points          |                                                                                           |
| 7.7          | Program Data                                                      | Met, Not Met       |                                                                                           |
| 7.8          | Denial Notices, Grievance and Administrative                      | 20 Points          |                                                                                           |

|                  |                                       |                     |  |
|------------------|---------------------------------------|---------------------|--|
|                  | Hearing Process                       |                     |  |
| 7.9              | Coordination of Care                  | Met, Not Met        |  |
| 8                | Contract Eligibility Verification     | Met, Not Met        |  |
| 9                | Acceptance of Standard Contract Terms | Met, Not Met        |  |
| 10.1, 10.2, 10.3 | Transmittal Letter, Executive Summary | 50 Points           |  |
| 11.1, 11.2, 11.3 | Cost Proposal                         | 125 points possible |  |

Information provided in responses to Sections 6, 7, 8 and 10 (program administration description, management, grievance, etc) will figure prominently in the evaluation and subsequent scores. Similarly, information and data provided in response to Section 11 (cost) will be carefully scrutinized.

### 12.3 Step III – Evaluation of Cost Proposals

As stated above, evaluation of the Cost Sub-Proposal will depend significantly on the information and data provided in response to Section 11. The cost table or matrix in Section 11 will receive a detailed review in order to evaluate the sub-proposal. Further, if the alternative of a percentage of the reimbursement amount is selected as the bid, that percentage will be evaluated in comparison to others who submit a cost table or matrix.

### 12.4 Step IV – Initial Ranking of Proposals to Determine Highest Three Scoring Bidders

Some of the evaluation elements presented in subsections 12.2 and 12.3 are evaluated on a met or not met basis while others are assigned a point total. **If any element, evaluated on a met or not met basis, is scored as not met, that evaluation would constitute grounds for disqualifying the entire proposal.** The conclusions by the majority of the reviewers will be used to determine if an element has been met or not met. (If three reviewers evaluate the element as being met and two do not, the element would be assessed as meeting the requirement.)

Also shown are those elements that reflect a possible maximum point total by element. Scores will be aggregated by reviewer, summed, and then averaged in order to determine a score.

Again, other elements or requirements in the RFP that are not included in sub-sections 12.2 and 12.3 could influence the overall rating or result in disqualification, i.e., not meeting the submission deadline, cost of litigation, subcontractors, health standards, etc.

### **Step V – Oral Presentations**

DMHF, at its sole discretion, may request the qualifying contractors receiving the three highest overall scores to present their proposal to the State in a formal presentation. If there are tie scores in the three highest rankings, all those with the highest three scores will be invited to give oral presentations. The State may include a list of issues or questions from the committee with its invitation to each contractor and request responses to these issues or questions at the oral presentation. The contractors invited to do oral presentations will have the opportunity to present a demonstration of its proposed solution within a set time frame. Contractors are not allowed to introduce new material or solutions as part of the oral presentation.

The committee will re-evaluate the contractors' scores based on the oral presentation and may change any score.

### **Step VI – Final Ranking of Proposals**

The committee will determine the ranking of proposals by combining the points awarded for the Operations Processing and Management of the Chiropractic Program Sub-Proposal with the points awarded to the Cost Proposal to arrive at the total evaluated score for each contractor. The resulting score will determine the ranking of proposals; should two or more proposals receive identical scores, the proposal with the lowest cost will rank first.

### **Step VII – Selection and Award**

The committee submits the results of the proposal evaluation, including ranking of the contractors and their recommendation, to the DMHF Director for acceptance or rejection of the procurement results. The Director may request presentations by the committee on its process and rationale for its scoring, and/or make use of any other technical expertise, consistent with the Utah Procurement Code, in making a decision. The Director will make a recommendation to the Division of Purchasing on award of the contract, or may recommend the Division of Purchasing cancel the procurement based on any identified technical or legal issue.

## **FEDERAL APPROVAL**

Approval by the CMS Region VIII office in Denver is required prior to the execution of a contract. Review and approval by CMS and signature by the responsible Utah officials must be obtained before any work can start. The State is not obligated to pay for any work performed prior to final contract approval.

Attachment #1  
Chiropractic Utilization Data  
For  
The Most Recent 23 Month Period  
For The  
Current Scope of Service and Eligibles

**Provider Category of Service 69 - Chiropractic - Summary**

Current Pricing by Code: 98940 - \$19.51, 99202 - \$48.67, 99212 - \$28.86

|                              |    |
|------------------------------|----|
| Provider Category Of Service | 69 |
|------------------------------|----|

| Sum of Units Of Service |                  | Procedure Code |       |       |             |
|-------------------------|------------------|----------------|-------|-------|-------------|
| Years                   | Service End Date | 98940          | 99202 | 99212 | Grand Total |
| 2009                    | Jan              | 362            | 17    | 73    | 452         |
|                         | Feb              | 367            | 17    | 53    | 437         |
|                         | Mar              | 461            | 29    | 93    | 583         |
|                         | Apr              | 544            | 19    | 97    | 660         |
|                         | May              | 477            | 20    | 83    | 580         |
|                         | Jun              | 502            | 27    | 96    | 625         |
|                         | Jul              | 529            | 19    | 103   | 651         |
|                         | Aug              | 519            | 21    | 123   | 663         |
|                         | Sep              | 438            | 33    | 81    | 552         |
|                         | Oct              | 494            | 44    | 124   | 662         |
|                         | Nov              | 489            | 35    | 88    | 612         |
|                         | Dec              | 465            | 26    | 90    | 581         |
| 2010                    | Jan              | 484            | 16    | 93    | 593         |
|                         | Feb              | 486            | 35    | 107   | 628         |
|                         | Mar              | 540            | 41    | 122   | 703         |
|                         | Apr              | 465            | 24    | 109   | 598         |
|                         | May              | 433            | 35    | 112   | 580         |
|                         | Jun              | 430            | 31    | 89    | 550         |
|                         | Jul              | 453            | 29    | 79    | 561         |
|                         | Aug              | 392            | 28    | 111   | 531         |
|                         | Sep              | 405            | 16    | 77    | 498         |
|                         | Oct              | 271            | 17    | 60    | 348         |
|                         | Nov              | 45             | 3     | 12    | 60          |
| Grand Total             |                  | 10,051         | 582   | 2,075 | 12,708      |

## **Question and Answers for Bid #MP11023 - Administrate and Provide Services for Chiropractic Program**

### **OVERALL BID QUESTIONS**

**There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.**

**Question Deadline: Jan 19, 2011 5:00:00 PM MST**