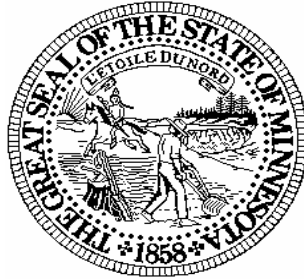


MINNESOTA

DEPARTMENT OF HUMAN SERVICES

Managed Care Development and Purchasing Division

REQUEST FOR PROPOSALS



**FOR
A QUALIFIED GRANTEE(S) TO**

Provide Health Care Services to Medical Assistance,
General Assistance Medical Care and
MinnesotaCare Recipients in
Brown, Cass, Crow Wing, Dodge, Freeborn, Goodhue, Kanabec, Morrison, Sibley,
Steele, Todd, Wabasha, Wadena and Waseca Counties.

For communication assistance, contact Minnesota Relay Service at 7-1-1 or 1-800-627-3529.
If you ask, we will give you this information in another form, such as Braille,
large print, or audiotape.

August 25, 2008

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I. INTRODUCTION

A. PURPOSE OF REQUEST

The Minnesota Department of Human Services, through its Managed Care Development and Purchasing Division (the State), is seeking Proposals from qualified managed care organizations (MCOs) to provide prepaid health care and home and community-based services to eligible Medical Assistance recipients (including Minnesota Senior Care Plus-MSC+) , General Assistance Medical Care (GAMC), and MinnesotaCare populations in the Brown, Cass, Crow Wing, Dodge, Freeborn, Goodhue, Kanabec, Morrison, Sibley, Steele, Todd, Wabasha, Wadena and Waseca Counties Whenever the term “The Counties” is used in this document it refers to these 14 counties.

This RFP does not include procurement for the Minnesota Senior Health Options (MSHO), Minnesota Disability Health Options (MnDHO), and Special Needs BasicCare (SNBC) programs.

B. OBJECTIVE OF THIS RFP

The objective of this request for proposals (RFP) is to contract with one or more qualified Responder(s) to perform the tasks and services set forth in this RFP in the counties included in this RFP. It is anticipated that any contract awarded under this RFP will have a start date of **January 1, 2009**. Dodge and Wabasha Counties are identified as a Metropolitan Statistical Areas (MSAs) so there will be at least two MCOs selected to provide health care services in these counties. Brown, Cass, Crow Wing, Freeborn, Goodhue, Kanabec, Morrison, Sibley, Steele, Todd, Wadena and Waseca Counties are currently identified as rural areas so the State may choose a single MCO to provide services in these counties. Thereafter, the Commissioner of Human Services may choose to renew any contract awarded under this RFP annually.

The State encourages MCO partnerships with county agencies for the development and delivery of care under the MSC+ program.

Proposals must be submitted by **4:00 p.m. Central Time on September 23, 2008**. This RFP does not obligate the State to award a contract or complete the project, and the State reserves the right to cancel the solicitation if it is considered to be in the State’s best interest. All costs incurred in responding to this RFP will be borne by the Responder.

C. BACKGROUND

1. General

Under the authority of Minnesota Statutes, sections 256B.69, 256B.692, 256D.03, subdivision 4(c), and 256L.12, the State is soliciting proposals for health care services in Brown, Cass, Crow Wing, Dodge, Freeborn, Goodhue, Kanabec, Morrison, Sibley, Steele, Todd, Wabasha, Wadena and Waseca Counties. Recipients in these counties are currently enrolled in the Prepaid Medical Assistance Program (PMAP), Prepaid General Assistance Medical Care (PGAMC) and MinnesotaCare.

To begin or continue serving any population in these counties, MCOs must successfully respond to this RFP.

Pursuant to Minnesota Statutes, section 256B.69, subdivision 3a, County Boards have been included in the development, approval, and issuance of this RFP as it pertains to the Medical Assistance, GAMC, and MinnesotaCare populations.

2. Number of Enrollees as of August 1, 2008

The following table contains the current number of MA/GAMC and MinnesotaCare enrollees in the 14 counties.

County	GAMC	MA<65	MSC+	Non-Citizen	MinnesotaCare	County Total
1. Brown	31	1,129	76	3	418	1,657
2. Cass	72	2,061	76	4	1,644	3,857
3. Crow Wing	125	3,424	159	2	2,603	6,313
4. Dodge	16	887	16	13	305	1,237
5. Freeborn	51	1,732	127	11	750	2,671
6. Goodhue	44	1,774	50	16	728	2,612
7. Kanabec	43	1,195	20	-	682	1,940
8. Morrison	66	1,679	142	8	1,323	3,218
9. Sibley	16	804	26	15	406	1,267
10. Steele	59	2,288	74	12	652	3,085
11. Todd	45	1,462	44	8	1,271	2,830
12. Wabasha	29	776	20	4	529	1,358
13. Wadena	81	1,238	14	-	765	2,098
14. Waseca	43	1,028	28	1	414	1,514
TOTAL	721	21,477	872	97	12,490	35,657

County specific information and exhibits can be found in Appendix H and I of this RFP.

3. Prepaid Health Care Education and Enrollment Process

The ability for current managed care recipients to enroll in a new MCO will be offered as an enrollment option in November 2008 for an effective enrollment date of January 1, 2009. For enrollment after January 1, 2009, new enrollees will be given the current MCO options at the time their eligibility is established.

4. Eligible Populations

The following eligible persons who are recipients of Medical Assistance, GAMC and MinnesotaCare and residing within the counties identified in this RFP are eligible for managed care enrollment:

- a) Medical Assistance/Pregnant Woman - Women who are pregnant and meet Medical Assistance eligibility criteria under this basis.
- b) Medical Assistance/Child Under 21 - Children who meet Medical Assistance eligibility requirements.

- c) Medical Assistance/Adults with Children – Parents and relative caretakers of children who meet Medical Assistance eligibility requirements.
- d) Medical Assistance/Aged – Persons age 65 and over who are eligible for medical Assistance on the basis of age. The aged population includes nursing home residents and persons living in the community.
- e) State-funded Medical Assistance – Pregnant women, children under age 21, adults with children, and aged or disabled persons who are eligible for Medical Assistance but who do not qualify for federally-funded programs due to immigration status may qualify for state-funded Medical Assistance, called Program N.
- f) General Assistance Medical Care - Adults who receive General Assistance are automatically eligible for General Assistance Medical Care. Other GAMC enrollees include adults or families without natural/adoptive dependent children not otherwise eligible for Medical Assistance, but who meet all GAMC income and eligibility standards.
- g) MinnesotaCare Enrollees – Individuals must belong to an eligible group under Minnesota Statutes, Chapter 256L, meet income criteria, satisfy all other eligibility requirements, and pay a premium to the State. All MinnesotaCare eligible recipients are required to participate in managed care and there is no basis for exclusion of this population. Additional requirements include:
 - Must be a U.S. citizen or have a lawful immigration status and meet program guidelines.
 - Families are eligible if their income is at or below 275% Federal Poverty Guidelines (FPG).
 - Non-pregnant parents cannot have income over \$50,000.
 - Adults without children may be eligible if their income level is at or below 200% FPG.
 - There are no asset limits for pregnant women and children under age 21, but for all others, the asset limit is \$10,000 for a single person and \$20,000 for a family of 2 or more.
 - Cannot have Medicare, other health insurance, or have had health insurance in the last four months except for Medical Assistance enrollees whose health insurance premium was paid for by Medical Assistance. There are exceptions to this for certain children.
 - Cannot have current access to employer-subsidized insurance or have had access to employer-subsidized insurance through a current employer within the past 18 months. There are exceptions to this for certain children.

5. Excluded Populations

The following Medical Assistance and GAMC recipients **are excluded** from enrollment in a MCO:

- a) Recipients receiving Medical Assistance due to blindness or disability as determined by the U.S. Social Security Administration or the State Medical Review Team, except if age 65 years or older.

- b) Recipients receiving Medical Assistance or GAMC under the Refugee Assistance Program pursuant to 8 U.S.C. 1522(e).
- c) Medical Assistance or GAMC recipients who are residents of state institutions, unless the placement has been approved by the MCO or is a court-ordered placement.
- d) Medical Assistance or GAMC recipients who are terminally ill as defined in Minnesota Rules, part 9505.0297, subpart 2, item N and who, at the time of enrollment in PMAP, have an established relationship with a primary physician who is not part of a PMAP MCO.
- e) Individuals who are Qualified Medicare Beneficiaries (QMB), as defined in Section 1905(p) of the Social Security Act, 42 U.S.C. 1396d(p), who are not otherwise receiving Medical Assistance.
- f) Individuals who are Service Limited Medicare Beneficiaries (SLMB), as defined in Section 1905(p) of the Social Security Act, 42 U.S.C. 1396a(a)(10)(E)(iii) and 1396d(p), and who are not otherwise receiving Medical Assistance.
- g) Non-citizen recipients who only receive emergency Medical Assistance under Minnesota Statutes, section 256B.06, subd. 4.
- h) Recipients receiving Medical Assistance or GAMC on a medical spend-down basis.
- i) Recipients, who at the time of notification of mandatory enrollment in PMAP or PGAMC have a communicable disease whose prognosis is terminal and whose primary physician is not a participating provider in the MCO, and that physician certifies that disruption of the existing physician-patient relationship is likely to result in the patient becoming noncompliant with medication or other health services.
- j) Recipients of GAMC receiving the “GAMC Hospital Only” (GHO) benefit according to Minnesota Statutes, section 256D.03, subd. 3.
- k) Medical Assistance and GAMC recipients with cost-effective employer-sponsored private health care coverage, or who are enrolled in a non-Medicare individual health plan determined to be cost-effective according to Minnesota Statutes, section 256B.69, subd. 4(b)(9).
- l) Medical Assistance recipients who are eligible while receiving care and services from a non-profit center established to serve victims of torture.
- m) GAMC persons eligible for Medicare benefits or who reside in nursing homes.
- n) Women receiving Medical Assistance through the Breast and Cervical Cancer Control Program.

The following Medical Assistance and/or GAMC populations **are excluded** from mandatory enrollment, **but may elect** to enroll in PMAP on a voluntary basis:

- a) Medical Assistance and GAMC recipients with private health care coverage through an HMO licensed under Minnesota Statutes, Chapter 62D. Such recipients may enroll in PMAP and PGAMC on a voluntary basis if the private HMO is the same as the MCO the person will select under PMAP or PGAMC.
- b) Adults who are determined to be seriously and persistently mentally ill (SPMI) and eligible to receive Medical Assistance covered targeted case management services pursuant to Minnesota Statutes, section 245.4711.
- c) Children who are determined to be severely emotionally disturbed (SED) and eligible to receive Medical Assistance covered targeted case management services pursuant to Minnesota Statutes, section 245.4881.
- d) Children receiving Medical Assistance through adoption assistance according to Minnesota Statutes, section 256B.69, subd. 4(b)(1).

6. Rates

Minnesota pays MCOs a capitated rate. The rate is based on population demographic factors, such as eligibility, age, gender, living arrangement, and county of residence. The rate also takes into consideration the health risk and attendant health care costs of the population historically served by the MCO. In calendar year 2008, the capitation rates do reflect demographic factors and risk adjustments on approximately an equal basis.

In past years, Minnesota, like many other states based its capitation rates on historical fee-for-service data. However, with the increasing enrollment in capitated programs, the comparability of the population remaining in the fee-for-service program has lost validity. Because the fee-for-service experience is no longer a reliable indicator of medical cost trends in PMAP, actual MCO experience was used to determine the price and utilization trends for the program in developing rates for calendar years 2001-2008. The state's actuarial consultant examines medical claims costs for a base period including data provided as part of the MCO's statutory filings. An average claim cost increase is calculated, and then applied to the base period to develop trends. A margin was factored in to cover administration and reserve requirements. In addition, any known benefit or eligibility changes in the program are estimated and included in the rate increases. The rate trend for MinnesotaCare is calculated in the same way.

Beginning in contract year 2000, a portion of the capitation payment has been based on MCO's enrollees' health risk. Using the Adjusted Clinical Grouping (ACG) software developed by Johns Hopkins University, the health risk of each MCO enrollee is assessed. The average risk for the MCO is calculated, and organizations with higher risk enrollees receive a higher capitation. Those with lower risk enrollees receive a lower capitation. The purpose of risk adjustment in this instance is to more accurately compensate MCOs for the risk of their enrollees. Risk adjustment is based on a rolling 12 months assessment period. The assessment period and the risk scores are adjusted quarterly.

Risk adjustment has been phased in. In calendar year 2000, 5% of the overall payments were risk-adjusted. The percentage was increased to 30% and 50% in 2001 and 2002, respectively, and remains at 50%. Any change in the percentage of the capitation payment that is risk adjusted will be discussed in contract negotiations.

The MSC+ basic care rate is the same as it is for MSHO. The MSC+ long term care rate (Nursing Facility Add-On and Elderly Waiver Add-On) are the same as it is for MSHO. The MSC+ rates consist of three main components, all of which are developed independently:

- a) Basic Care Component – Rates for the Basic Care component for MSC+ were developed from actual MCO financial experience using the same methodologies as PMAP. This component pays for the state plan services included in MCO contracts, excluding nursing facility services. In previous years, this component has been identified as the PMAP or acute care component. Rates for Medicare-eligible enrollees are 100% demographically based. For Non-Medicare eligible seniors, the rates being paid for the contract period include both a demographic rate cell component and a risk-adjusted component weighted 50/50.
- b) Nursing Facility (NF) Add-On – This component is applied to all community members to cover 180 days of nursing home care for community members admitted to nursing homes after enrollment. It is based on historical FFS experience, adjusted by factors based on age, gender, region, and statewide nursing facility cost experience.
- c) Elderly Waiver Add-On – This component is based on historical FFS experience, adjusted by factors based on age and gender relationships.

7. Certificates of Coverage (COC)

MCO(s) must develop COCs for the populations they serve under Minnesota Health Care Programs (MHCP). The COCs are based on models available from the State and must contain the following elements: specific information on benefits, including any limitations and exclusions, cost-sharing (or co-pays), what services require authorization or approval, American Indian access to Indian Health Services, enrollee rights and protections, information on prescription drug coverage, and information on how enrollees grievances and appeals are resolved. Minnesota Statutes, section 256B.69, subd. 27 requires MCO(s) to provide language assistance to enrollees that ensures meaningful access to its programs and services according to Title VI of the Civil Rights Act and federal regulations adopted under that law or any guidance from the United States Department of Health and Human Services. Model COCs are on the DHS public website:

http://www.dhs.state.mn.us/main/idcplg?IdcService=GET_DYNAMIC_CONVERSION&RevisionSelectionMethod=LatestReleased&dDocName=dhs16_139709

8. Other Information

The Families and Children model contract covers persons eligible for Medical Assistance under the age of 65 and all eligible persons in GAMC and MinnesotaCare. The contract provides enrollees with access to cost-effective health care. The combined Minnesota Senior Care Plus (MSC+) and Minnesota Senior Health Option (MSHO) model contract covers persons age 65 and older who are dually eligible for Medicare and Medicaid as well as those that are eligible for Medicaid only. **Contract requirements specific to MSHO are not applicable to this RFP.**

The contracts include comprehensive, preventive, diagnostic, therapeutic and rehabilitative health care services as specified in Article 6 of the contract. The contract includes requirements for eligibility and enrollment, MCO and enrollee communications, marketing and enrollee education, reporting requirements, access standards, transition services, service authorization, quality assessment and performance improvement, the grievance system: denials, terminations and reductions (DTRs), grievances, appeals, and state fair hearings, and other required provisions including compliance with various state and federal laws and regulations. The MCOs must

comply with all the contract requirements specified in the model contract. See links below for model contract and other information..

- a) Model Contracts–
http://www.dhs.state.mn.us/dhs16_139710
- b) Minnesota Health Care Fact Sheet –
<http://edocs.dhs.state.mn.us/lfserver/Legacy/DHS-5153-ENG>
- c) Medically Underserved Regional Listing - <http://muafind.hrsa.gov/>
- d) Public Health Nursing Agencies Listing -
<http://www.health.state.mn.us/divs/cfh/ophp/system/administration/counties.html>
- e) Community Health Clinics Listing -
<http://www.health.state.mn.us/divs/cfh/ophp/system/administration/counties.html>
<http://ask.hrsa.gov/pc/>
- f) Federally Qualified Health Centers (FQHCs) and Rural Health Centers (RHC) –
<http://www.health.state.mn.us/divs/orhpc/>
- g) Regional Treatment Centers Listing - <http://www.dhs.state.mn.us/SOS/default.htm>
- h) Chemical Dependency Rule 31 Facilities Listing –
http://www.dhs.state.mn.us/main/idcplg?IdcService=GET_DYNAMIC_CONVERSION&RevisionSelectionMethod=LatestReleased&Redirected=true&dDocName=id_017167
- i) Rates for specific programs - Pam Olson at 651-431-2526.

II. SCOPE OF WORK

A. OVERVIEW

A MCO is required to submit a proposal in good faith that meets the requirements of the RFP provided that the requirements can be reasonably met by a MCO to serve individuals eligible for the programs in a geographic region of the state. For purposes of this RFP, the geographic region consists of the 14 counties listed in this RFP. To be eligible as a successful Responder, a MCO must meet **all** of the following criteria and fulfill all of the following requirements.

1. Managed Care Organization

To be considered a qualified MCO for purposes of responding to this RFP, a successful Responder must meet the definition of a Managed Care Organization. Under the Minnesota Medical Assistance State Plan, an MCO means an entity that has, or is seeking to qualify for, a comprehensive risk contract, and that is:

A. Federally Qualified HMO that meets the advance directives requirements of 42 CFR 489.100-104; **or**

B. Any public or private entity that meets the advance directives requirements and is determined to also meet the following conditions: a) makes the services it provides to its Medicaid Enrollees as accessible (in terms of timeliness, amount, duration, and scope) as those services are to other Medicaid Recipients within the area served by the entity, and b) meets the solvency standards of 42 CFR 438.116.

2. In determining whether an entity meets the definition of a qualified MCO, the Commissioner has discretion to explore various provider options that will be most advantageous to the population eligible for enrollment in the managed care program. Providing the above requirements are met, the Commissioner may contract with any non-profit managed care entity that is not a health maintenance organization (HMO) licensed under Minnesota Statutes, chapter 62D. Other non-profit managed care entities include, but are not limited to county-based purchasing entities that meet applicable requirements under Minnesota Statutes, chapter 62D or Community Integrated Service Network or "community network" under Minnesota Statutes, chapter 62N, or an accountable provider network as defined under Minnesota Statutes 62T.01, subd.3.

3. Participation Requirements

Pursuant to Minnesota Statutes, section 256B.0644, all qualified MCOs must participate as contractors in Minnesota Health Care Programs, including Medical Assistance, GAMC, and MinnesotaCare, as a condition of participating in state and local government employee health insurance programs, the workers' compensation system, and insurance plans provided through the Minnesota Comprehensive Health Association (MCHA).

Minnesota Statutes section 256L.12, subdivision 5, requires qualified MCOs to participate in the MinnesotaCare and General Assistance Medical Care programs in service areas where it participates in the Medical Assistance program.

In addition, HMOs, Community Integrated Service Networks (CISNs), county-based purchasing (CBP) entities, and other qualified provider types must participate in Minnesota Health Care Programs, including Medical Assistance, GAMC and MinnesotaCare, as a condition of licensure by the Minnesota Department of Health pursuant to Minnesota Statutes, sections 62D.04, subdivision 5 and 62N.25, subdivision 2.

4. Disclosure of Ownership

Federal law requires that the MCO not knowingly have a director, officer, managerial employee, or person with beneficial ownership of five percent (5%) or more of the entity's equity or a person with an employment, consulting, or other agreement with a person for the provision of items and services that are significant and material to the entity's obligation under its contract with the State, that has been debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued pursuant to Executive Order No. 12549 or under guidelines implementing such order.

Refer to the Disclosure of Ownership statement in Appendix G.

5. Conflict of Interest Safeguards

The Balanced Budget Act of 1997 extends federal conflict of interest regulations to contractors and requires them to have safeguards in place regarding conflict of interest for purchases involving Medicaid funds. These safeguards must be as strict as those in federal purchasing statutes, in accordance with 41 U.S.C. 423, and 18 U.S.C. 207 and 208. Minnesota Statutes, section 256B.0914 requires respondents to certify they have conflict of interest safeguards.

6. Administrative Simplification, Security and Privacy Requirements

The MCO must comply with the Administrative Simplification, Security and Privacy requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), any rules promulgated thereunder, the Minnesota Health Care Simplification Act of 1994, Minnesota Statutes, section 62J.50 et.seq., including but not limited to, compliance with 45 CFR, Parts 160 and 162. Administrative Requirements: Electronic Transaction Standards and Part 164 Security and Privacy requirements. The MCO shall be in compliance with these requirements consistent with the applicable effective dates contained in state or federal law.

7. Financial Solvency

All MCOs must meet the solvency standards established by the State for health maintenance organizations (HMOs) or be licensed or certified by the State as a risk bearing entity.

B. TASK/DELIVERABLES

See the previous link to the model contracts.

III. PROPOSAL FORMAT

Proposals must conform to all instructions, conditions, and requirements included in the RFP. Responders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal are at the Responder's risk and may, at the discretion of the State, result in disqualification of the Proposal for non-responsiveness. Acceptable Proposals must offer all services identified in Section II – *Scope of Work* and agree to the contract conditions specified throughout the RFP.

A. REQUIRED PROPOSAL CONTENTS

Responses to this RFP must consist of all of the following components (See following sections for more detail on each component). Each of these components must be separate from the others and uniquely identified with labeled tabs.

1. Table of Contents
2. Proposal Requirements
 - a. Executive Summary
 - b. Description of the Applicant Organization
 - c. Project Activities and Implementation
 - d. List of Providers, including Elderly Waiver Provider and Nursing Facility Network Information
3. Required Statements
 - a. Responder Information and Declarations
 - b. Exceptions to RFP Terms
 - c. Affidavit of Non-collusion
 - d. Trade Secret/Confidential Data Notification
 - e. Human Rights Compliance Page
 - f. Certification and Restriction on Lobbying
 - g. Disclosure of Ownership
4. Appendix (*If Applicable*)

Any additional information thought to be relevant (e.g. pamphlets, brochures and flyers), but not applicable to the prescribed format, may be included in the Appendix of your Proposal.

B. PROPOSAL REQUIREMENTS

The following will be considered minimum requirements of the Proposal. Emphasis should be on completeness and clarity of contents.

1. **Executive Summary:** This component of the proposal should demonstrate the Responder's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work. The Executive Summary should also show the

Responder's overall design of the project in response to achieving the deliverables as defined in this RFP. Specifically, the proposal should demonstrate the Responder's familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

2. **Description of the Applicant Organization:** This section must include information on the programs and activities of the organization, the number of people served, geographic area served, staff experience, and/or programmatic accomplishments. Include reasons why your organization is capable to effectively complete the services outlined in the RFP. Include a brief history of your organization and all strengths that you consider are an asset to your program. The Responder should demonstrate the length, depth, and applicability of all prior experience in providing the requested services. The Responder should also demonstrate the skill and experience of staff and the length, depth and applicability of all prior experience in providing the requested services.
3. **Project Activities and Implementation:** All proposals submitted under this RFP must address, in sufficient detail, how the Responder will meet the expectations and fulfill the expected outcomes outlined in this RFP. **The fulfillment of this Section includes the Responder addressing each item listed in Appendix H, J, and K** Simply repeating the outcomes and asserting that they will be performed is not an acceptable response.
4. **List of Providers, including Elderly Waiver Provider and Nursing Facility Network Information by County:** Responders must submit a list of their contracted providers, including Elderly Waiver providers by county. Information on the MCO's participating (contracted) Elderly Waiver provider and Nursing Facility network must conform to the specifications listed in **Appendix L**. Participating providers are those providers who have signed contracts with the MCO. A final list of participating providers must be available at the time of contract negotiations.

C. REQUIRED STATEMENTS

The following are required statements that must be included with your Proposal. Complete the correlating forms found in the RFP Appendices and submit them as the "Required Statements" section of your Proposal.

1. *Responder Information and Declarations* – (Appendix A)

Complete and submit the attached "*Responder Information and Declarations*" form. If you are required to submit additional information as a result of the declarations, include the additional information as part of this form.

2. *Exceptions to RFP Terms* – (Appendix B)

The contents of this RFP and the Proposal(s) of the Successful Responder(s) may become part of the final contract if a contract is awarded. Each Responder's Proposal must include a statement of acceptance of all terms and conditions stated within this RFP or provide a detailed statement of exception for each item excepted by the Responder. Responders who object to any condition of this RFP must note the objection on the

attached “*Exceptions to RFP Terms and Conditions*” form. If a Responder has no objections to any terms or conditions, the Responder should write “None” on the form.

Responder should be aware of the State’s terms and conditions in its managed care model contracts when preparing its response. A link to the managed care model contracts is included in this RFP. Much of the language reflected in the contract is required by state and federal laws and regulations. If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the RFP. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Responders are cautioned that any exceptions to the terms of the model contract which give the Responder a material advantage over other Responders may result in the Responder’s Proposal being declared non-responsive. Proposals being declared non-responsive will receive no further consideration for award of the Contract. Also, Proposals that take blanket exception to all or substantially all boilerplate contract provisions will be considered non-responsive and the Proposal rejected from further consideration for contract award.

3. *Affidavit of Non-collusion* – (Appendix C)

Each Responder must complete and submit the attached “*Affidavit of Non-collusion*” form.

4. *Trade Secret/Confidential Data Notification* – (Appendix D)

All materials submitted in response to this RFP will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the Successful Responder. If a contract is awarded to the Responder, the State must have the right to use or disclose the trade secret data to the extent otherwise provided in the Contract or by law.

If the Responder submits information in response to this RFP that it believes to be trade secret/confidential materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37, and the Responder does not want such data used or disclosed for any purpose other than the evaluation of this Proposal, the Responder must:

- a. clearly mark every page of trade secret materials in its Proposal at the time the Proposal is submitted with the words “**TRADE SECRET**” or “**CONFIDENTIAL**” in capitalized, underlined and bolded type that is at least 20 pt.; the State does not assume liability for the use or disclosure of unmarked or unclearly marked trade secret/confidential data;
- b. fill out and submit the attached “*Trade Secret/Confidential Information Notification Form*”, specifying the pages of the Proposal which are to be restricted and justifying the trade secret designation for each item. If no material is being designated as protected, a statement of “None” should be listed on the form;

- c. satisfy the burden to justify any claim of trade secret/confidential information. In order for a trade secret claim to be considered by the State, detailed justification that satisfies the statutory elements of Minn. Stat. §13.37 and the factors discussed in *Prairie Island Indian Community v. Minnesota Dept. of Public Safety*, 658 N.W.2d 876, 884-89 (Minn.App.2003) must be provided. Use of generic trade secret language encompassing substantial portions of the Proposal or simple assertions of trade secret interest without substantive explanation of the basis therefore will be regarded as non-responsive requests for trade secret exception and will not be considered by the State in the event a data request is received for Proposal information; and
- d. defend any action seeking release of the materials it believes to be trade secret and/or confidential, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in the possession of the State. The State is required to keep all the basic documents related to its contracts, including selected responses to RFPs, for a minimum of ten years after the end of the contract. Non-selected RFP Proposals will be kept by the State for a minimum of one year after the award of a contract, and could potentially be kept for much longer.

The State reserves the right to reject a claim if it determines Responder has not met the burden of establishing that the information constitutes a trade secret or is confidential. **The State will not consider prices or costs submitted by the Responder to be trade secret materials.** Any decision by the State to disclose information designated by the Responder as trade secret/confidential will be made consistent with the Minnesota Government Data Practices Act and other relevant laws and regulations. If certain information is found to constitute a trade secret/confidential, the remainder of the Proposal will become public; only the trade secret/confidential information will be removed and remain nonpublic.

The State also retains the right to use any or all system ideas presented in any Proposal received in response to this RFP unless the Responder presents a positive statement of objection in the Proposal. Exceptions to such Responder objections include: (1) public data, (2) ideas which were known to the State before submission of such Proposal, or (3) ideas which properly became known to the State thereafter through other sources or through acceptance of the Responder's Proposal.

5. *Human Rights Compliance (formerly called Affirmative Action Data Page)*—(Appendix E)

For all contracts estimated to be in excess of \$100,000, Responders are required to complete and submit the attached “*Affirmative Action Data*” page. As required by Minn. R. 5000.3600, “It is hereby agreed between the parties that Minn. Stat. § 363A.36 and Minn. R.5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R.5000.3400 - 5000.3600 are available upon request from the contracting agency.”

6. *Certification Regarding Lobbying* – (Appendix F)

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Responder must complete and submit the attached “*Certification Regarding Lobbying*” form.

7. *Disclosure of Ownership* – (Appendix G)

The MCO must complete and submit the attached Disclosure of Ownership form.

8. *Assurances* – (Appendix H)

Each Responder must complete and submit the attached “Assurances” form.

9. *Program Activities and Implementation* (Appendix J)

Each Responder must complete and submit detailed description of program activities and plan for implementation as prescribed in B. Proposal Requirements #3 and Appendix I.

10. *Plan Design* – (Appendix K)

11. *Provider Network* - (Appendix L)

Each Responder must complete and submit the provider network list as prescribed in Appendix L. This includes the Elderly Waiver Provider and Nursing Facility Network list.

IV. RFP PROCESS

A. TIMELINE

ACTIVITY	COUNTIES (Brown, Cass, Crow Wing, Dodge, Freeborn, Goodhue, Kanabec, Morrison, Sibley, Steele, Todd, Wabasha, Wadena and Waseca Counties)
State Register Notice	August 25, 2008
Questions for Responder's Conference	August 27, 2008
Responder's Conference Registration Deadline	August 28, 2008
Responder's Conference	August 29, 2008
All RFP Questions Received	September 5, 2008
All RFP Questions Answered and Posted on DHS Website	September 10 2008
RFP Responses Due	September 23, 2008
RFP Review Completed	October 17, 2008
Notice of Intent to Contract	October 24, 2008
Selected Bidder's PCNLs due to Counties	October 28, 2008
County Staff and Provider Informational Meetings	November 2008
Access to services	January 1, 2009

B. ACCESS TO THE RFP

To access the RFP, go to the DHS public website on or after noon (Central Time) on August 25, 2008.

http://www.dhs.state.mn.us/main/idcplg?IdcService=GET_DYNAMIC_CONVERSION&RevisionSelectionMethod=LatestReleased&dDocName=id_000102

To obtain a paper copy of the RFP, please contact Pam Olson, at pam.r.olson@state.mn.us or call 651-431-2526.

C. RESPONDERS' CONFERENCE

A Responders Conference will be held on **August 29 2008 at 9:30 a.m., Room 2223, at the Elmer L. Andersen Human Services Building, 540 Cedar Street, St. Paul, MN.** The conference will serve as an opportunity for Responders to ask specific questions of State staff concerning the project. Attendance at the Responders' Conference is not mandatory but is recommended. **Registration is mandatory if you plan to attend.** Please contact Pam Olson by August 28, 2008 if you plan to attend. Responders may attend via conference call (contact the State contact for this RFP for more information about attending by conference call). Oral answers given at the conference will be non-binding. Written answers to questions asked at the conference will be posted on the DHS Public website.

Questions to be addressed at the Responder's Conference regarding this RFP must be submitted either by e-mail to pam.r.olson@state.mn.us or faxed to (651) 431-7426 by **August 27, 2008..**

D. RESPONDERS' QUESTIONS

Responders' questions regarding this RFP must be submitted **in writing, email or fax prior to 4:00 p.m. Central Time on September 5, 2008. All questions must be addressed to:**

Request for Proposal Response
Attention: Pam Olson
Managed Care and Payment Policy Division
Department of Human Services
P.O. Box 64984
St. Paul MN 55164-0984
Telephone: (651) 431-2526
FAX: (651) 431-7426
Email: pam.r.olson@state.mn.us.

Other personnel are **NOT authorized** to discuss this RFP with Responders before the proposal submission deadline. **Contact regarding this RFP with any state personnel not listed above could result in disqualification.**

Questions will be addressed in writing and posted on the DHS Public website. Every attempt will be made to provide answers timely, with the intent that they are posted no later than **September 10, 2008.** The State will not be held responsible for oral responses to Responders.

E. PROPOSAL SUBMISSION

One (1) original paper copy of the Proposal must be submitted with a copy of the Proposal submitted on CD in a PDF version with the capability for the State to select and copy specific text. In addition, a CD(s) containing a complete proposal for each county that the MCO is submitting a proposal for, must be included. Proposals must be physically received (not postmarked) by **4:00 p.m. Central Time on September 23, 2008** to be considered.

Late Proposals will not be considered and will be returned unopened to the submitting party. **Faxed or e-mailed Proposals will not be accepted.**

Clearly label the “Proposal – Original” and CD(s) with the name and submission due date for this RFP. All Proposal, including the required electronic copies, must be submitted in a single sealed package or container. The original proposal should be submitted in a three-ring binder or spiral bound binder with **each section indexed with tabs**. The main body of the Proposal pages must be numbered and submitted in 12-point font on 8 ½ X 11 inch paper, single spaced. The size and/or style of graphics, tabs, attachments, margin notes/highlights, etc. are not restricted by this RFP and their use and style are at the Responder’s discretion. The proposal submitted on CD(s) must be bookmarked to indicate each section.

The above-referenced packages and all correspondence related to this RFP must be delivered to:

Attention: Pam Olson — 0984
Managed Care & Payment Policy Division
Department of Human Services
444 Lafayette Road North
St. Paul, MN 55155
Phone (651) 431-2526

It is solely the responsibility of each Responder to assure that their Proposal is delivered at the specified place, in the specific format, and prior to the deadline for submission. **Failure to abide by these instructions for submitting Proposals may result in the disqualification of any non-complying Proposal.**

V. PROPOSAL EVALUATION AND SELECTION

A. OVERVIEW OF EVALUATION METHODOLOGY

1. All responsive Proposals received by the deadline will be evaluated by the State and the counties. Proposals will be evaluated using a 100 point scale. The evaluation will be conducted in three phases:
 - a. Phase I Required Statements Review
 - b. Phase II Evaluation of Proposal Requirements
 - c. Phase III Selection of the Successful Responder.
2. During the evaluation process, all information concerning the Proposals submitted, except identity and address will remain non-public and will not be disclosed to anyone whose official duties do not require such knowledge.
3. Nonselection of any Proposals will mean that either another Proposal(s) was determined to more advantageous to the State or that the State exercised the right to reject any or all Proposals. At its discretion, the State may perform an audit of the reasonableness of any Proposal.

B. EVALUATION TEAM

State staff will select evaluators for the evaluation team to review and evaluate RFP responses. Each county will also select a representative that will participate on the

evaluation team. State and profession staff, other than the evaluation team, may also assist in the State's evaluation process. The State reserves the right to alter the composition of the evaluation team and their specific responsibilities.

The State as a participant in the federal Medicaid program must safeguard against conflicts of interest in the Medicaid procurement process. See U.S. Code, title 42, sections 1396a(a)(4) and 1396u-2(d)(3); Minnesota Statutes, section 256B.0914. The State must ensure that a person who participates in the evaluation of the RFP responses does not have a conflict of interest. Therefore, all evaluators and other staff will be required to sign a conflict of interest statement and confidentiality agreement in order to participate as a member of the evaluation team.

County representatives who participate on the RFP evaluation team may not:

- be or have been involved in discussions regarding becoming a member of a county-based purchasing entity;
- be or have been involved in direct or indirect negotiations with a MCO;
- disclose contractor bid or proposal information, or source selection information, as defined in Minnesota Statutes, section 256B.0914, before the award decision has been made by the State. (This prohibition against disclosure does not apply to discussions between evaluation team members as part of the deliberative process, or as otherwise permitted by law.)
- disclose proprietary, aka "trade secret" information (see Minnesota Statutes, section 13.37), even after the award decision, unless permitted by law.
- extend an offer or accept employment by procurement bidders and bid evaluators, respectively.

Pursuant to Minnesota Statutes, section 256B.0914: Failure to abide by the above restrictions could result in criminal prosecutions or a fine of \$50,000, or both, for each violation.

The county role in seeking MCO(s) to provide services to eligible individuals within the proposed county for Medical Assistance and GAMC recipients is important in the development, approval and issuance of the RFP. The county may make recommendations regarding the development, issuance, and changes needed in the RFP. The county also has the opportunity to review each proposal based on the identification of community needs and county advocacy activities, and can advise the State on the approval of local networks and their operations to ensure adequate availability and access to covered services.

Counties are delegated the duty of developing the county section of the RFP including identification of service development and access issues as described in Appendix I. Please note that additional county information will be available September 2, 2008 and will need to be addressed as part of the RFP response.

C. EVALUATION PROCESS

Evaluation of RFP responses include, but are not limited to, the following:

- 1) Assessment of the proposal and the MCO provider network according to the approved RFP timeline.
- 2) Assessment of the availability and access to covered services provided through the MCO's network.

Any dispute between the State and the counties about the MCO selection process will be reviewed by a three person mediation panel as provided in Minnesota Statutes, section 256B.69, subdivision 3a(d). The Commissioner of the Minnesota Department of Human Services will resolve any disputes taking into account the recommendations of this panel.

D. EVALUATION PHASES

At any time during the evaluation phases, the State may, at the State's discretion, contact a Responder to:

- (1) provide further or missing information or clarification of their Proposal;
- (2) provide an oral presentation of their Proposal; or
- (3) obtain the opportunity to interview the proposed key personnel. Reference checks may also be made at this time.

However, there is no guarantee that the State will look for information or clarification outside of the submitted written Proposal. Therefore, it is important that the Responder ensure that all sections of the Proposal have been completed to avoid the possibility of failing an evaluation phase or having their score reduced for lack of information.

1. Phase I – Required Statements Review

The Required Statements will be reviewed by the State on a pass or fail basis. Responders must “pass” each of the requirements identified in these sections to move to Phase II.

2. Phase II – Evaluation of Technical Requirements of Proposal

- a. Points have been assigned to these component areas. The total possible points for these component areas are as follows:

<u>Component</u>	<u>Total Possible Points</u>
Executive Summary	10 points
Organization Description	10 points
Project Activities and Implementation	
Appendix H-Assurances	5 points
Appendix J- County Exhibits	50 points
Appendix K-Plan Design	5 points
Appendix L – Provider Network	20 points
TOTAL	100 points

- b. The evaluation team will review the components of each responsive Proposal submitted. Each component will be evaluated on the

Responder's understanding and the quality and completeness of the Responder's approach and solution to the issues presented.

- c. After reviewing the Proposals, the members of the evaluation team will rate each Proposal component using the following formula:

Each Proposal component will receive one of the following ratings based on how well the team member feels the component met the RFP requirements. Upon determining which of the following ratings best describes the component being rated, the total possible points available for the component will be multiplied by the corresponding point factor

Component Rating	Point Factor to be Applied to Total Possible Points
Excellent	1.0
Very Good	.75
Good	.50
Fair	.25
Poor	0.0

Other factors upon which the proposals will be evaluated by the State include, but are not limited to, the following:

- Can serve most or all of the counties in the geographic area.
- Can demonstrate their ability to integrate health services with community, public health, and social services.
- Will serve all Medical Assistance, GAMC, and MinnesotaCare populations.
- Whether the organization meets the State Plan definition of an MCO.
- Completeness of the response and ability to meet all requirements contained in this RFP, which includes providing all services and tasks required in the model contract.
- Qualifications of the organization and its personnel.
- MCO's performance under other contracts with the State involving the Medical Assistance, GAMC, and MinnesotaCare population.
- MCO's ability to provide accessible, quality, and timely medical care to Medical Assistance, GAMC, and MinnesotaCare recipients.
- Number of potential MCO(s) and availability of providers in the MCO's licensed services area.
- Access to, and availability of covered services within the potential MCO's licensed service area that meets provider network standards and community needs, such as Public Health goals.

3. Phase III - Selection of the Successful Responder(s)

- a. Only the Proposals found to be responsive under Phases I and II will be considered in Phase III.

- b. The evaluation team will review the scoring in making its recommendations of the Successful Responder(s).
- c. The State may submit a list of detailed comments, questions, and concerns to one or more Responders after the initial evaluation. The State may require said response to be written, oral, or both. The State will only use written responses for evaluation purposes. The total scores for those Responders selected to submit additional information may be revised as a result of the new information.
- d. The Successful Responder(s), if any, will be selected no later than October 24, 2008.
- e. The final award decision will be made by the Commissioner of the Department of Human Services or authorized designee. The Commissioner, or authorized designee, may accept or reject the recommendation of the evaluation team.

E. CONTRACT NEGOTIATIONS AND UNSUCCESSFUL RESPONDER NOTICE

If a Responder(s) is selected, the State will notify the Successful Responder(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected Responder(s), all submitted Proposals remain eligible for selection by the State. Additionally, the State reserves the right to negotiate changes from the 2008 model contract for 2009 to address federal and state requirements, or any other issues identified by the State.

In the event contract negotiations are unsuccessful with the selected Responder(s), the evaluation team may recommend another Responder(s). The final award decision will be made by the Commissioner or authorized designee. The Commissioner or authorized designee may accept or reject any subsequent recommendation of the evaluation team.

After the State and chosen Responder(s) have successfully negotiated a contract, the State will notify the unsuccessful Responders in writing that their Proposals have not been selected. All public information within Proposals will then be available for Responders to review, upon request.

VI. REQUIRED CONTRACT TERMS AND CONDITIONS

- A. *Requirements.*** All Responders must be willing to comply with all state and federal legal requirements regarding the performance of the Contract. The requirements are set forth throughout this RFP and are contained in the attached Model Contracts. The Model Contracts detail the current services that are covered. However, language and services may change based on any legislative or CMS requirements. This will be discussed during the contract negotiations.
- B. *Governing Law/Venue.*** This RFP and any subsequent contract must be governed by the laws of the State of Minnesota. Any and all legal proceedings arising from this RFP or any resulting contract in which the State is made a party must be brought in the State of

Minnesota, District Court of Ramsey County. The venue of any federal action or proceeding arising here in which the State is a party must be the United States District Court for the State of Minnesota.

- C. **Travel.** There will be no reimbursement for travel and subsistence expenses actually and necessarily incurred by the grantee as a result of the grant contract will be in no greater amount than provided in the current “Commissioner Plan” promulgated by the commissioner of Employee Relations. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State’s prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- D. **Preparation Costs.** The State is not liable for any cost incurred by Responders in the preparation and production of a Proposal. Any work preformed prior to the issuance of a fully executed contract will be done only to the extent the Responder voluntarily assumes risk of non-payment.
- E. **Contingency Fees Prohibited.** Pursuant to Minn. Stat. §10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.
- F. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.** Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Responder must certify the following, as required by the regulations implementing Executive Order 12549:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the

Definitions and Coverage's sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of

the statements in this certification, such prospective participant shall attach an explanation to this proposal.

G. Insurance Requirements.

1. Grantee shall not commence work under the grant contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. All policies and certificates shall provide that the policies shall remain in force and effect throughout the term of the grant contract.
2. Grantee is required to maintain and furnish satisfactory evidence of one or more of the following insurance policies:

- a. **Workers' Compensation Insurance:** Except as provided below, Grantee must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** amounts are as follows:

\$100,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

- b. **Commercial General Liability:** Grantee is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the grant contract whether the operations are by the Grantee or by a subcontractor or by anyone directly or indirectly employed under the contract. Insurance **minimum** amounts are as follows:

\$1,000,000 – per occurrence

\$2,000,000 – annual aggregate

\$2,000,000 – annual aggregate – Products/Completed Operations

The following coverage shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

State of Minnesota named as an Additional Insured

- c. **Commercial Automobile Liability:** Grantee may be required to maintain insurance protecting the Grantee from claims for damages for bodily injury as well as from claims for property damage resulting from ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this grant contract, and in case any work is subcontracted

the Grantee will require the subcontractor to provide Commercial Automobile Liability. Insurance **minimum** amounts are as follows:

\$1,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverage should be included:

Owned, Hired, and Non-owned Automobile

d. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance (if applicable)

This policy will provide coverage for all claims the Grantee may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Grantee's professional services required under the grant contract.

Grantee is required to carry the following **minimum** amounts:

\$1,000,000 – per claim or event

\$1,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Grantee and may not exceed \$50,000 without the written approval of the State. If the Grantee desires authority from the State to have a deductible in a higher amount, the Grantee shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Grantee to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this grant contract and Grantee shall maintain such insurance for a period of at least three (3) years, following completion of the work. If Grantee discontinues such insurance, then extended reporting period coverage must be purchased to fulfill this requirement.

e. Blanket Employee Theft/Employee Dishonesty Insurance.

Grantee is required to obtain a blanket employee theft/employee dishonesty policy in at least the total amount of the first year's grant award as either an addendum on its property insurance policy, or, if it is not feasible to include it as an addendum to a property insurance policy, as a stand-alone employee theft/employee dishonesty policy. The State will be named as both a joint payee and a certificate holder on the property insurance policy addendum or on the stand-alone employee theft/employee dishonesty policy, whichever is applicable. Only in cases in which the first year's grant award exceeds the available employee theft/employee dishonesty coverage may Grantees provide blanket employee theft/employee dishonesty insurance in an amount equal to either 25% of the yearly grant amount, or the first quarterly advance amount, whichever is greater. Upon execution of a

grant contract, the Grantee must furnish the State with a certificate of employee theft/employee dishonesty insurance. This requirement does not apply to grant contracts with the University of Minnesota, counties, school districts or reservations.

3. Additional Insurance Conditions:

- Grantee's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Grantee's performance;
- Grantee's policy(ies) and Certificates of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled or non-renewed without at least (30) days advanced written notice to the State of Minnesota;
- Contractor is responsible for payment of grant contract related insurance premiums and deductibles;
- If Grantee is self-insured, a Certificate of Self-Insurance must be attached;
- Include legal defense fees in addition to its liability policy limits, with the exception of G.2.d above; and
- Obtain insurance policies from an insurance company having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the State of Minnesota.

4. The State reserves the right to immediately terminate the grant contract if the Grantee is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Grantee. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

5. The successful responder is required to submit acceptable evidence of insurance coverage requirements prior to commencing work under the contract.

H. *Contingency of Operations Planning Requirement*

Functions identified under this request for proposal have been designated as Priority 1 or Priority 2 services under the Minnesota Department of Human Service's Continuity of Operations Plan. Due to this designation, the successful responder will be required to develop a continuity of operations plan to be implemented in the event of a gubernatorial or commissioner of the Minnesota Department of Health declared health emergency. The successful responder will be expected to have a continuity of operations plan available for inspection by the State upon request. The continuity of operations plan shall do the following:

- (a) ensure fulfillment of Priority 1 or Priority 2 obligations under the contract;

- (b) outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
- (c) identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for the State with regard to emergency preparedness and response issues, the EPRC shall provide updates to the State as the health emergency unfolds;
- (d) outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
- (e) provide alternative operating plans for Priority 1 or Priority 2 functions;
- (f) include a procedure for returning to normal operations; and
- (g) be available for inspection upon request.

VII. STATE'S RIGHTS RESERVED

Notwithstanding anything to the contrary, the State reserves the right to:

- A. Reject any and all Proposals received in response to this RFP;
- B. Disqualify any Responder whose conduct or Proposal fails to conform to the requirements of this RFP;
- C. Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;
- D. Select for contract or for negotiations a Proposal other than that with the lowest cost or the highest evaluation score;
- E. Consider a late modification of a Proposal if the Proposal itself was submitted on time and if the modifications were requested by the State and the modifications make the terms of the Proposal more favorable to the State, and accept such Proposal as modified;
- F. At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;
- G. Negotiate as to any aspect of the Proposal with any Responder and negotiate with more than one Responder at the same time;
- H. Extend the contract, in increments determined by the State, not to exceed a total contract term of five years; and
- I. Cancel the Request for Proposal at any time and for any reason with no cost or penalty to the State.

- J. Correct or amend the RFP at any time with no cost or penalty to the State. The State will not be liable for any errors in the RFP or other responses related to the RFP.

VIII. Appendices A-L

APPENDIX A – Responder Information/Declarations

REQUEST FOR PROPOSALS STATE OF MINNESOTA PREPAID HEALTH CARE <i>Face Sheet: Required Information</i>
Name of Health Plan:
Principal Place of Business: Address: City: _____ State _____ Zip Code:
Name of Health Plan Contact Person: Title: _____ Telephone Number:
Federal Employer's I.D. Number:
Check the applicable boxes for the license held by your health plan: HMO CISN Other (Explain)_____
14 COUNTIES PROPOSAL DEADLINE: <u>September 23, 2008 at 4:00 p.m. Central Time</u>
We hereby agree to furnish services in accordance with the specifications contained in this Request for Proposals. Company Name: Authorized Signature: Title: Telephone Number (Including Area Code):

Appendix A – Required Information

REQUEST FOR PROPOSALS STATE OF MINNESOTA PREPAID HEALTH CARE *Face Sheet: Required Information*

Name of Health Plan:

Check the applicable boxes for the counties within this health plan's current licensed service areas, and the counties this health plan is proposing to serve in this proposal.

Licensed	Proposing	County
		Brown County
		Cass County
		Crow Wing County
		Dodge County
		Freeborn County
		Goodhue County
		Kanabec County
		Morrison County
		Sibley County
		Steele County
		Todd County
		Wabasha County
		Wadena County
		Waseca County

**Appendix A
Required Information Page 2 of 2**

Name(s) of individuals involved with the preparation of this Proposal (to assist in determining potential conflict of interest):

The above-named Responder submits the attached Proposal in response to the following Minnesota Department of Human Services Request for Proposals for health care services in Brown, Cass, Crow Wing, Dodge, Freeborn, Goodhue, Kanabec, Morrison, Sibley, Steele, Todd, Wabasha, Wadena and Waseca counties.

1. The information provided is true, correct and reliable for purposes of evaluation for potential contract award. Responder understands that the submission of inaccurate or misleading information may be grounds for disqualification from selection as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law.
2. It is competent to provide all the services set forth in its Proposal.
3. Each person signing a section of this Proposal is authorized to make decisions as to the prices quoted and/or duties proposed and is legally authorized to bind the company to those decisions.
4. If it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals, Responder will provide, along with this form, a list containing the names of the entities, the relationship, and a discussion of the conflict.
5. To the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. Responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing will be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which will include a description of the action which Responder has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the Responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.
6. No attempt has been made or will be made by Responder to induce any other person or firm to submit or not to submit a Proposal.

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of, and legally bind, the Responder.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____ Telephone Number: _____

APPENDIX B

EXCEPTIONS TO TERMS AND CONDITIONS

A Responder shall be presumed to be in agreement with the terms and conditions of the RFP and those outlined in the model contracts unless the Responder takes specific exception to one or more of the conditions on this form.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS OR CONTRACT REQUIREMENTS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION OR CONTRACT REQUIREMENT, ITS PROPOSAL MAY BE REJECTED.

A material deviation is an exception to a specification which 1) affords the Responder taking the exception a competitive advantage over other Responders, or 2) gives the State something significantly different than the State requested.

INSTRUCTIONS: Responders must explicitly list all exceptions to the terms and conditions of the RFP, including those found in the attached model contract, if any. Reference the actual number of the RFP or contract's term and condition and page number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. (*Add additional pages if necessary.*)

Responder Name:	
<u>Term & Condition Number/Provision</u>	<u>Explanation of Exception</u>

By signing this form, I acknowledge that the above named Responder accepts, without qualification, all terms and conditions stated in this RFP and in the model contracts, except those clearly outlined as exceptions above.

Signature

Title

Date

APPENDIX C

STATE OF MINNESOTA AFFIDAVIT OF NONCOLLUSION

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached Proposal submitted in response to the Health Care Services to Medical Assistance, General Assistance Medical Care and MinnesotaCare Recipients in Brown, Cass, Crow Wing, Dodge, Freeborn, Goodhue, Kanabec, Morrison, Sibley, Steele, Todd, Wabasha, Wadena, and Waseca Counties Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the Proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the Proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public

My commission expires: _____

APPENDIX D - Trade Secret/Confidential Data Notice

Responder/Company Name: _____

It is the position of the above-named Responder that certain data contained in the following page(s) of the attached Proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information (*list pages -- If no protected information has been submitted, state "NONE"*):

The justification for the Trade Secret/Confidential data designation is (*be specific, do not make general statements of confidentiality. Include reference to specific facts, licenses, trademarks, etc., and any relevant statutes or other law, such as how the data meets the requirements of Minn. Stat. §13.37, subd. 1(b). Add additional pages if necessary*):

The Responder acknowledges that, in accordance with Minn. Stat. §§ 13.591 and 16C.06, Subd. 3, upon completion of contract negotiations, all materials submitted in response to this RFP will become the property of the STATE and will become public record, with the exception of any portion(s) of an RFP or supporting data that are determined to be nonpublic "trade secret information."

The Responder asserts that it has clearly marked every page of trade secret or confidential materials in the attached Proposal at the time the Proposal was submitted with the words "**TRADE SECRET**" or "**CONFIDENTIAL**" in capitalized, underlined and bolded type that is at least 20 pt. Responder acknowledges that the State is not liable for the use or disclosure of trade secret data or confidential data that Responder has failed to clearly mark as such.

Responder agrees to defend any action seeking release of the materials it believes to be trade secret or confidential, and indemnify and hold harmless the STATE, its agents and employees, from any judgments awarded against the STATE in favor of the party requesting the materials, and any and all reasonable costs connected with that defense. This indemnification survives the STATE's award of a contract and remains as long as the trade secret and/or confidential materials are in the possession of the STATE.

Responder acknowledges that the STATE is required to keep all the basic documents related to its contracts, including selected responses to RFPs, for a minimum of ten years after the end of the contract. Non-selected RFP Proposals will be kept by the STATE for a minimum of one year after the award of a contract, and may be kept for much longer. **Responder acknowledges that prices submitted by the Responder will not be considered trade secret materials.**

The Responder acknowledges that the STATE reserves the right to reject Responder's claim of trade secret/confidential data if the STATE determines that the Responder has not met the legal burden of establishing that the information constitutes a trade secret or is confidential. The Responder also acknowledges that if certain information is found to constitute a trade secret or is confidential, the remainder of the Proposal will become public; only the protected information will be removed and remain nonpublic.

Signature

Title

Date

* *Whether or not protected information is provided, the Responder must sign and date this form and submit it with the "Required Statements".*

APPENDIX E - State Of Minnesota – Affirmative Action Data Page

If your response to this solicitation is in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.**

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to Box B.

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

-or-

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by the MDHR. **Proceed to Box C. Include a copy of your certificate with your response.**
- ☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time)]. **Proceed to Box C.**
- ☐ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to Box C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- ☐ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contract. Contractors are alerted to these requirements by the federal government.)

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

Website: www.humanrights.state.mn.us

Fax: (651) 296-9042

TTY: (651) 296-1283

Email: employerinfo@the rightsplace.net

APPENDIX F

CERTIFICATION REGARDING LOBBYING

For State of Minnesota Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name and Title of Official Signing for Organization

By: _____
Signature of Official

Date

APPENDIX G: DISCLOSURE OF OWNERSHIP

☐ NOT APPLICABLE

☐ **APPLICABLE.** PLEASE COMPLETE THE FOLLOWING:

1. The name and address of each individual (director, officer, managerial employee or person) with an ownership or controlling interest of five percent (5%) or more in the MCO or in any subcontractor in which the MCO has direct or indirect ownership of five percent (5%) or more.
2. A statement as to whether any of the persons with ownership or controlling interest is related to any other person with ownership or controlling interest such as spouse, parent, child, or sibling; and
3. The name of any other organization in which the person also has ownership or controlling interest.

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of, and legally bind, the Responder.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____ Telephone Number: _____

APPENDIX H: COUNTY ASSURANCES

The MCO(s) assures the following by initialing in the space to the left of each statement.

- _____ 1. The MCO assures that it will provide the health care services listed in the model contracts and the services further negotiated during contract negotiations. Contract language and services may change based on any new legislative or CMS requirements. .
- _____ 2. The MCO assures that it is in current compliance with all applicable statutory and regulatory requirements for a licensed HMO under Minnesota Statutes, Section 62D, and Minnesota Rules, Parts 4685.0100 to 4685.3400.
- _____ 3. The MCO assures that it has safeguards in place regarding conflicts of interest in purchases involving Medicaid funds, as required by Minnesota Statutes, section 256B.0914.
- _____ 4. The MCO assures that the MCO and its providers will not discriminate against any enrollee on the basis of: race, sex, color, religion, health status, age, handicap, national origin, public assistance status, or sexual orientation..
- _____ 5. The MCO assures that it will not set any enrollment limits on the number of enrollees it will serve and will expand its provider network should full capacity be reached.
- _____ 6. The MCO assures that it will monitor and ensure appropriate access to services where the provider is limited, or where a service is only available through a sole source vendor (e.g. dental or mental health services).
- _____ 7. The MCO assures that it will provide quarterly provider network updates to the STATE, whether there are deletions from or additions to its network, including updates on the MCO's HCBS provider network.
- _____ 8. The MCO assures that it will develop contractual relationships with the counties' to access the existing network of providers, which includes the HCBS provider network.
- _____ 9. The MCO assures that it will develop contractual relationships with the counties' to access existing networks, which include the mental health, chemical dependency and HCBS networks.
- _____ 10. The MCO assures that it will work collaboratively with the counties' Public health Agencies.
- _____ 11. The MCO assures that it will work with the counties to address the following concerns:
 - Meeting the needs of an aging population;
 - Meeting the needs of Limited English Proficiency (LEP) populations;
 - Maintaining and improving client choice of providers;

- Improving timely, non-emergency access to providers;
- Improving prevention and early intervention services;
- Coordinating American Indian Services with Indian Health Services (IHS) and Tribal Health Services;
- Improving the availability of psychiatrists and /or psychologists.

- _____ 12. The MCO assures that it will participate as cooperative and collaborative members in the health care efforts with the counties.
- _____ 13. The MCO assures that it will cooperate with the entity as arranged for by the State in an annual independent, external review of the quality of services furnished under the contract.
- _____ 14. The MCO assures that it will meet the requirements for delegation for any delegated activities related to quality improvement.
- _____ 15. The MCO assures that it will maintain documentation sufficient to support its care management responsibilities.
- _____ 16. The MCO assures that it will provide that the State, CMS or their agents may evaluate through inspection or other means, the quality, appropriateness, and timeliness of services or administrative procedures performed under the contracts..
- _____ 17. The MCO assures that all incentives must comply with the federal managed care incentive arrangement requirements.
- _____ 18. The MCO assures that it will take reasonable measures to determine third party reimbursement.
- _____ 19. The MCO assures that it will have administrative and management arrangements or procedures, including a mandatory compliance plan, that are designed to guard against fraud and abuse.

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of, and legally bind, the Responder.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____ Telephone Number: _____

APPENDIX I: COUNTY SPECIFIC INFORMATION

Additional county information will be available September 2, 2008. Please check the State Register for the link to is additional information. This additional information should be included in your response to this RFP.

Brown
Cass
Crow Wing
Dodge
Freeborn
Goodhue
Kanabec
Morrison
Sibley
Steele
Todd
Wabasha
Wadena
Waseca

APPENDIX J: COUNTY EXHIBITS

COUNTY SERVICE AND DELIVERY ISSUES

1. Describe how the MCO will maintain, at a minimum, the current range of providers assuring the current level of enrollee choice. The expectation is that the MCO will have contracted with all or as many county providers to enhance enrollee choice in the service area either directly or through relationships with counties to access existing networks or both.
2. Describe how the MCO will integrate with the health and county social services agencies to maximize improving the health care of enrollees.

DENTAL

3. Describe how the MCO will inform enrollees of the dentists that are available to them.
4. Describe how the MCO will work to increase services to children, including dental sealants on permanent molars at or near their eruption times (at or near ages 6 and 12.).
5. Describe how the MCO will promote the use of assistants/hygienists practicing at the highest level of their scope of practice by the MCO's enrolled providers, ie. restorative functions assistants/hygienists and collaborative practice dental hygienists.
6. Describe how the MCO will work to enroll more dental specialist, endodontists and periodontists to enhance their referral network. These specialists are in great need in these counties.

CHEMICAL DEPENDENCY

7. Describe how the MCO will provide access to the county CD assessor for Chemical Dependency clients.
8. Describe how the MCO will provide access to CD residential services.
9. Describe how the MCO will encourage the screening of enrollee by their primary care clinics. Primary care clinics could make a real difference in their patients' chemical health if they implemented routine screening for risk of alcohol or other drug use problems. There is a growing body of research supporting screening and brief intervention as effective public health measures and the Substance Abuse and Mental Health Services Administration (SAMHSA). A description of the Screening, Brief Intervention, and Referral to Treatment (SBIRT) model is available on the SAMHSA website at <http://sbirt.samhsa.gov/>.

MENTAL HEALTH – ADULT

10. Describe the steps and approaches the MCO is taking to assure timely access to psychiatric and psychopharmacologic treatment of person with a mental illness (given the shortage of psychiatrists and other mental health professional prescribers).
11. Describe the MCOs operational definition of medical necessity for behavioral health (MN statutes 62Q.53) and give a specific example of how this definition is used to provide behavioral health services to enrollees.

12. Describe what specific steps the MCO is taking to better integrate services for enrollees with dual disorders since national research data indicates that approximately 50 percent of persons who have a serious mental illness have a co-occurring substance use/abuse disorder.
13. Describe how the MCO will coordinate the health care (including mental health services) with social services for better client outcomes, since some of the MCO enrollees may need non-health care services which are provided by the county.
14. Describe what role the MCO plays in the event of a court commitment for a mental illness.

MENTAL HEALTH -CHILDREN

15. Describe how the MCO will assure timely access to the services of a child and adolescent psychiatrist.
16. Describe how physical health care and mental health care of children are coordinated.
17. Describe how the MCO will assure an adequate children's mental health infrastructure to cover service needs of widely varying intensity. In particular, describe the MCO's capability to provide CTSS, day treatment, partial hospitalization and acute inpatient psychiatric hospitalization.
18. Describe how the MCO will coordinate with the counties to assure access to respite care, mentors/after school and summer programs, and other children's mental health ancillary services.
19. Describe how the MCO will assure coordination of children's mental health services and educational services, especially those contained in Individual Educational Plans (IEPs).
20. Describe how the MCO will assure that the parent/guardian has access to appropriate services if the parent or guardian of a child with a mental health problem also has mental health challenges.
21. Describe how the MCO will assure that developmental and mental health screening is provided to all children. Describe the MCO's role in introducing validated screening instruments and increasing the provider use of these.
22. Describe the range of chemical health services the MCO will provide for adolescents. Describe how treatment for chemical health problems will be integrated with mental health treatment when needed.
23. Describe the MCO's readiness to provide mobile crisis response services for children and adolescents.
24. Describe how the MCO will gather information about the parent/family perspectives on service needs. Describe how the MCO will gather information about the parent/family satisfaction with services. Describe how the information will be used in planning future mental health service developments.
25. Describe how the MCO will work with the state and other stakeholders to implement evidence-based or research-informed interventions for children's mental health disorders.
26. Describe what measurements of child and adolescent symptomatology and functioning the MCO will encourage or require to assure that children receiving services are recovering and becoming more resilient.
27. Describe how the MCO will hold providers accountable for performance standards in the delivery of children's mental health services. What standards will these be?

TRANSPORTATION

28. Describe how the MCO can reduce the wait times on the telephone while trying to set up transportation.
29. Describe how the MCO will address the lack of transportation in rural areas.

30. Describe how the MCO will provide transportation for enrollees to providers in rural areas when the distance can be more than 1 hour away, especially for specialty care.
31. Describe the MCO process for arranging for transportation. There is often times when it is not possible to give much notice such as when an enrollee is discharging from the hospital. There are times when an enrollee is discharged on the weekend. There are also enrollees that have weekly appointments, but are unable to schedule rides for the entire month or more.
32. Describe how the MCO will assure that there is a network of specialized transportation to meet the needs of the recipients within the county. The network needs to include non-emergency medical transportation with wheelchair lift equipped vehicles and emergency transportation.

CARE COORDINATION AND SERVICE DELIVERY MODEL

33. Describe any recent changes in the MCO's current operations affecting the MCO's ability to provide services under the MSC+ program.
34. Describe how the MCO will provide for continuity of care. Include the process for assuring availability and accessibility of services within the MCO's service area with reasonable promptness and in a manner that assures continuity of care across acute, primary and long term care services.
35. As specified in the 2008 MSC+ Model Contract, section 3.5.2©, describe the model of how the MCO will provide for comprehensive and coordinated service delivery including a description of the MCO's case management system for both enrollees in nursing facilities and in the community including any special provisions for frail community members. Include organizations/counties that will be involved in case management and a brief description of the services provided for each organization/county. Describe the role of the MCO-County partnership(s) within the case management framework.
36. Describe the method for establishing case manager to enrollee ratios.
37. Describe the process for auditing care plans for Elderly Waiver enrollees, according to the 2008 MSC+ Model Contract, section 7.8.3.
38. Describe the process for conducting the annual reviews and delegation audits of care system subcontractors and county care coordination systems, according to the 2008 MSC+ Model Contract, section 9.3.9, specifically as it relates to Elderly Waiver and chronic care management.
39. Describe the MCO process for performing initial risk screenings and follow up assessments for new members under this procurement and propose a reasonable timeframe for accomplishing this.

HOME HEALTH, PCA, ELDERLY WAIVER, AND NURSING FACILITY SERVICES

41. Describe how the MCO will provide Home Health, PCA, or Elderly Waiver services to enrollees as listed and describe in the 2008 MSC+ Model Contract, section 6.1.11.
42. Describe how the MCO will provide Nursing Facility services to enrollees as described in the 2008 MSC+ Model Contract, section 4.21.
43. Describe how the MCO will promote and assure service accessibility of Nursing Facility Services.
44. Describe the MCO's procedures and criteria for making referrals to Home Health and PCA Providers.
45. Describe the MCO's procedures and criteria for making referrals to Elderly Waiver Providers.
46. Describe the MCO's procedures and criteria for making referrals for Home Health, PCA, or Elderly Waiver services outside of the MCO's provider network when providers are unavailable or inadequate within the MCO's provider network to meet an enrollee's needs.

47. Describe how the MCO will work cooperatively with the county in providing timely Elderly Waiver services.

PUBLIC HEALTH:

48. Describe how the MCO will use Public Health's expertise in serving the public programs population.
49. Describe how the MCO will develop a contractual relationship with County Public Health. The contract must clearly delineate the criteria for referral to the public health agency and the specific services the public health agency is authorized to provide.
50. Describe how the MCO will continue to refer enrollees identified as at risk of nursing home placement to the LTCC program.
51. Describe how the MCO will monitor specific health indicators, outcomes, and other specific data that needs to be shared between the MCO and public health.
52. Describe how the MCO will assure that complete C&TCs are being performed by contracted providers: lead testing, follow-up on identified problems, and provision of specific components and delivered quality of care.
53. Describe how the MCO will work with public health C&TC outreach staff to assist with targeted outreach to clients to better address issues such as "no shows," treatment compliance, follow-up, referral and transportation issues.
54. Describe how the MCO will work to increase the rates of childhood immunizations, including HPV and how they will encourage contracted providers to participate in the immunization registry.

APPENDIX K: PLAN DESIGN

EXHIBITS

1. Describe how the MCO will provide services to the enrollee.
2. Describe how the MCO will promote and assure service accessibility.
3. Describe how the MCO will give attention to enrollee's medical needs.
4. Describe how the MCO will provide for continuity of care.
5. Describe how the MCO will provide for comprehensive and coordinated service delivery.
6. Describe how the MCO will provide culturally appropriate care including access to culturally appropriate providers.
7. Describe the MCO's procedures for providing needs assessment; diagnostic assessment; the development of an individual treatment plan; establishment of treatment objectives; treatment follow-up; monitoring of outcomes; and revision of treatment plans as necessary.
8. Describe how the MCO will ensure that enrollees and/or authorized representatives are involved in the treatment planning and consent to medical treatment.
9. Describe how the method of coordinating the medical needs of an enrollee with his/her social service needs and how the MCO will work with the local social service agency and other community resources in the community.
10. Describe the procedures and criteria for making referrals to specialists and sub specialists.
11. Describe how the MCO meets the language needs of Limited English Proficient (LEP) enrollees.
12. Describe the MCO's capacity to implement care management functions, such as screening for special needs (e.g. mental health and /or chemical dependency problems, mental retardation, high risk health problems, difficulty living independently, functional problems, language or comprehension barriers); individual treatment follow-up; monitoring of outcomes; or revision of treatment plan.
13. Describe the procedures for coordinating care for American Indian enrollees.
14. Describe the procedures for coordinating with IEP/IFSP services and supports.
15. Describe the procedures for coordinating the services provided by children's mental health collaboratives and adult mental health initiatives.
16. Describe the MCO's service authorization and medical necessity requirements including:
 - a. all services that require service authorization;
 - b. how service authorization requests will be submitted;
 - c. a timeline the MCO will follow;
 - d. how the MCO will record all requests and disposition of each; and
 - e. the MCO's definition of medical necessity.
17. Describe the MCO's Grievance and Appeals process.
18. Describe how the MCO will provide and arrange to provide the benefits described in the model COC(s) and the Model Contract.
19. Describe the transitional plan the MCO will follow for providing services that were prior authorized for an MA or GAMC enrollee under fee-for-service by the State prior to the person's enrollment in the MCO and when an enrollee moves out of the MCO service area.
20. Does the MCO participate in eValue8?
21. If the MCO is participating, is this specific to public programs?
22. Provide the most recent eValue8 Plan Profile submitted.

APPENDIX L: SPECIFICATIONS FOR PROVIDER NETWORK INFORMATION

Before the State can sign a contract with any entity to serve this population, the entity must have MDH approval for its service area.

All proposers must provide the following:

- Submit network information electronically on a CD. Provide a separate listing for each provider type specified below. A sample Excel field format is included on the following page letter. The report requires up-to-date comprehensive provider network information. The State will be mapping this information using geographical software to review the MCO's network access and capacity. The State may request to see proof of contract status (e.g. contracts, signature pages) for any or all provider types.

If you have separate provider networks for specific enrollee populations (PMAP, PGAMC and MinnesotaCare) send a separate provider network report for each population.

Report Specifications:

- Use your most current version of Excel.
- Use field names identified in the sample below, you may designate appropriate field length, field order, and report sort that best accommodates your raw data.
- Identify the County where the provider is located.
- Identify the name of the practice, clinic, entity, or use the provider name if a practice name does not exist (for an independent provider).
- Identify the individual provider's last name.
- Identify the individual provider's first name.
- An alpha/numerical street address (physical location) must be used. Use standard abbreviations; Street (St), Avenue (Ave), North East (NE), etc. Do not use PO Box numbers, Room numbers, or Suite numbers.
- Identify the city where the practice is located. Use standard abbreviations.
- Zip codes can be 5 or 9 digits.
- Identify the individual provider or practice specialty (be as specific as possible). Your report can also include pharmacies, transportation, and interpreter providers even though these providers were excluded in contract language (Section 3.5.2.D).

Allergy/immunology	Internal medicine	Pharmacies
Anesthesiology	Interpreter	Physical therapy
Audiology	Mental health	Physician assistant (specialty)
Cardiology	Neurology	Primary care
Chemical dependency	Nurse practitioner (specialty)	Proctology
Chiropractic	Nursing Facilities	Prosthetic/orthotic
Dermatology	Nutrition	Psychiatry (MD)
Dental	Ob-gyn	Psychology
Durable medical equipment	Occupational therapy	Radiology
Elderly Waiver	Oncology	Social Worker
Emergency medicine	Ophthalmology	Speech therapy
Family practice	Optometry	Surgery
Home health	Orthopedic	Transportation
Hospital	Pediatric	

- To minimize report size, create a zip file.

Title reports with:

MCO's Name, Program Name (Enrollee Population(s)), County Name and Date

State	County	Specialty	Practice Name	Provider Last Name	Provider First Name	Street Address	City	State	Zip Code
Minnesota	Anoka	Primary Care	ABC Clinic	Doe	Jane	203 3 rd St N	Anoka	MN	54321
	Cook	Hospital	123 Hospital			444 Pine Rd	Cook	MN	54321
	Hennepin	Pediatric	Kids Care	Doe	John	5Lafayette Hwy	Mpls	MN	52345
	Ramsey	Pharmacy	XY Pharmacy			123 E Park Ave	St. Paul	MN	51234

For **existing** contracted MCOs for MHCP:

- In addition, provide a copy of the most recent information sent to the Minnesota Department of Health (MDH) that provides evidence of network analysis by county, such as:
 1. Managed Care Accessibility Report
 2. Excel Spreadsheets
 3. Geo mapping Maps

