



## Commonwealth of Kentucky SOLICITATION MODIFICATION

Addenda: Yes

Addenda #: 2

<b>TITLE:</b> Medicaid Managed Care Organization (MCO) - All Regions		
<b>Date Issued:</b> 1/27/20	<b>Solicitation Closes Date:</b> 2/7/20	<b>Solicitation No:</b> RFP 758 2000000202
<b>Record Date:</b> 2020-01-27	<b>Time:</b> 15:30	
<b>Online Bidding Prohibited:</b> Yes		
<b>For Information Call:</b> Amy Monroe 502-564-4510		<b>Bid Receiving Location:</b> Finance - Office of Procurement Services Bid Clerk 702 Capitol Ave, Capitol Annex Room 095  Frankfort KY 40601
<b>Vendor Customer Number:</b>		
<b>Vendor Name:</b>		
<b>Phone Number:</b>		
<b>Fax Number:</b>		
<b>Email Address:</b>		
<b>Ordering Address:</b>	<b>Payment Address:</b>	
<b>City, State, Zip:</b>	<b>City, State, Zip:</b>	
<b>Contact Name:</b>	<b>Contact Name:</b>	
<b>Contact Email:</b>	<b>Contact Email:</b>	
<b>Contact Phone Number:</b>	<b>Contact Phone Number:</b>	
<b>Ownership Type</b> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other		

**SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY. FAILURE TO SIGN SHALL RENDER THE BID INVALID.**

**Signature X \_\_\_\_\_ FEIN# \_\_\_\_\_ Date \_\_\_\_\_**

*All offers subject to all terms and conditions contained in this solicitation.*



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Addenda: Yes

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**Line Items**

**Commodity Group:** Default

Line	CL Description	Quantity	UOM	Unit Cost	Line Total or Contract Amnt
1	Managed Care Services	0.00000	EA		

Comm Code	Comm Description	Manufacturer	Model #	Manuf Part #
95856	Health Care Management Services (Including Managed Care Serv			

**Extended Description**

Provided managed care services for Kentucky Medicaid recipients.

Capitated Rates contained in the contract are set by the Department within the actuarially sound range developed by the Department's Actuarial Contractor. These rates are subject to final approval by CMS. Therefore, cost will not be a factor in the evaluation and award of any resulting contracts.

Sample rates and rate books are included as Attachment E, Exhibits 1-3 of this RFP. These rates are provided as an example of the process. Actual rates will be developed and made available to successful Contractors during the review and acceptance of the contract.

Shipping Information			Billing Information		
CHFS DMS Division of Fiscal Management			CHFS DMS Division of Fiscal Management		
275 E Main Street 6W-C			dms.invoice@ky.gov		
Frankfort KY 40621			275 E Main Street 6W-C		
Frankfort	KY	40621	Frankfort	KY	40621



## Commonwealth of Kentucky SOLICITATION MODIFICATION

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### Submission Checklist

*The following items will be required to be submitted with bid:*

#### Item

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**Amendment #1 (January 27, 2020) - Please see pages 90-105.**

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### PROPOSAL SUBMISSION CHECKLIST

The vendor **MUST** include the following with the proposal submission.

If the items highlighted below are not submitted with the proposal submission, the Commonwealth **MUST** deem the proposal non-responsive and SHALL NOT consider for award.

All other items **MUST** be submitted prior to award.

- FACE OF SOLICITATION - SIGNED [see Section 60.4]**
- \*PROPOSED TECHNICAL SOLUTION UNDER SEALED COVER AND BY CLOSING DATE AND TIME [see Sections 60.5 – 60.7]**
- TRANSMITTAL LETTER [see Section 60.6(A)]
- REVENUE FORM 10A100 KENTUCKY TAX REGISTRATION APPLICATION (see Section 60.6 (C))
- CERTIFICATE OF AUTHORITY- REGISTRATION WITH SECRETARY OF STATE BY A FOREIGN ENTITY [see Section 60.6 (D)]
- REQUIRED ANNUAL AFFIDAVIT AND OTHER AFFIDAVIT(S) [see Attachment A]
- EEO FORMS IF APPLICABLE [see Section 40.21]

*\*The Commonwealth defines SEALED as “a closure that must be broken to be opened and that thus reveals tampering”. (Merriam-Webster Dictionary, <http://www.merriam-webster.com/dictionary/seal>)*

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**COMMONWEALTH OF KENTUCKY  
REQUEST FOR PROPOSAL (RFP)  
FOR  
MEDICAID MANAGED CARE ORGANIZATION (MCO) - ALL REGIONS  
RFP 758 2000000202**

**RELEASE DATE: FRIDAY, JANUARY 10, 2020  
CLOSING DATE AND TIME: FRIDAY, FEBRUARY 07, 2020 AT 3:30 PM ET**

(SEE SECTION 10.9 OF THIS RFP FOR THE ESTIMATED SCHEDULE OF RFP ACTIVITIES)

**ISSUED BY  
THE FINANCE AND ADMINISTRATION CABINET**

**COMMONWEALTH BUYER:  
AMY MONROE, CPPB  
COMMONWEALTH OF KENTUCKY  
FINANCE AND ADMINISTRATION CABINET  
OFFICE OF PROCUREMENT SERVICES  
NEW CAPITOL ANNEX  
702 CAPITOL AVE, RM 096  
FRANKFORT KY 40601  
(502) 564-4510  
[AMY.MONROE@KY.GOV](mailto:AMY.MONROE@KY.GOV)**

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## **SECTION 10 – INTRODUCTION AND OVERVIEW**

### **10.1 Purpose**

The purpose of this Request for Proposal (RFP) is to solicit proposals for competitive negotiations pursuant to 200 KAR 5:307. **The Cabinet for Health and Family Services (CHFS), Department for Medicaid Services (DMS)** is seeking up to five (5) vendors to provide a **Medicaid Managed Care Organization (MCO) for all regions of the Commonwealth** to deliver the highest quality health care services to Kentucky Medicaid Members at the most favorable, competitive prices.

The Commonwealth also intends to contract with one (1) of the selected MCOs to provide benefits and Covered Services for Foster Care Enrollees, certain Adoption Assistance Enrollees, and certain Juvenile Justice Enrollees. This program is referred to as Kentucky SKY (Supporting Kentucky Youth).

For purposes of services and specifications prescribed in this Request for Proposal (RFP), Managed Care Organizations will be referred to as MCOs from this point forward in this and subsidiary documents posted as part of this RFP.

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## 10.2 Issuing Office

The Commonwealth of Kentucky, Finance and Administration Cabinet, Office of Procurement Services, is issuing this RFP on behalf of **CHFS-DMS**. The Finance and Administration Cabinet is the only office authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of this RFP.

A contract, based on this RFP, may or may not be awarded. Any contract award from this RFP is invalid until properly approved and executed by the Finance and Administration Cabinet.

## 10.3 Access to Solicitation, RFP, and Addenda

The Commonwealth wants each prospective vendor to have full and complete information on which to base a proposal response. Only information presented or referred to in this RFP and any additional written information that is supplied by the Commonwealth Buyer shall be used by vendors in preparing the response.

The solicitation, addenda, and attachments shall be posted to the Kentucky Vendor Self Service site at

<http://emarsonline1311.state.ky.us/webapp/vssprdonline/AltSelfService>

It is not necessary to register to access the solicitation. Unregistered vendors can access solicitations by clicking on public access.

In the event of any conflict or variation between the solicitation or modification as issued by the Commonwealth and the vendor's response, the version as issued shall prevail.

## 10.4 RFP Terminology

For the purpose of this RFP, the following terms may be used interchangeably:

- Proposer, Offeror, Contractor, Provider, or Vendor
- Commonwealth Buyer, Buyer, Purchaser, or Contract Officer
- RFP, Solicitation, or Procurement
- Bid, Proposal, or Offer
- Commonwealth of Kentucky, Commonwealth, or State, Agency, Department, Department for Medicaid Services
- Fiscal Year will be defined as the Commonwealth fiscal year: July 1 through June 30
- Biennium will be defined as the Commonwealth biennium: July 1 of each even numbered year through June 30 of the next even numbered year
- **Requirements that include the words "Shall", "Will", "Must" indicate a mandatory requirement**

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### **10.5 Restrictions on Communications**

The Commonwealth Buyer named on the Cover Sheet of this RFP shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular, express, or electronic mail, or fax), concerning this procurement shall be addressed to the Buyer.

For violation of this provision, the Commonwealth shall reserve the right to disqualify the vendors' proposal response.

### **10.6 Written Questions Regarding this RFP**

Vendors are encouraged to submit written questions pursuant to Section 10.9 of this RFP. Written questions shall be submitted to the Commonwealth Buyer via email at [Amy.Monroe@ky.gov](mailto:Amy.Monroe@ky.gov) . **Vendors should submit questions on Attachment B-Vendors Question Form.** No questions shall be accepted after the date(s) listed in Section 10.9 unless the question(s) is considered material to the procurement. The Commonwealth shall respond to salient questions in writing by issuing an addendum to the solicitation. The addendum shall be posted to the Kentucky Vendor Self Service site.

### **10.7 Notification of Award of Contract**

The procurement process will provide for the evaluation of proposals and selection of the successful proposal in accordance with State law and regulations. KRS Chapter 45A of the Kentucky Model Procurement Code provides the regulatory framework for the procurement of services by State agencies.

All applicable statutes, regulations, policies and requirements shall become a part of an award as well as the Information Technology requirements.

To view the award of contract(s) and the contractor(s) receiving the award(s) for this solicitation, access the Kentucky Vendor Self Service site at <http://emarsonline1311.state.ky.us/webapp/vssprdonline/AltSelfService> .

Vendors can search for the solicitation title or number in the keyword search field, or can filter their search for only awarded solicitations by clicking on Advanced Search and changing the status to "Awarded". The award(s) information can be accessed by clicking on the details button of the solicitation and clicking the "Notice of Award" tab. It is the vendor's responsibility to review this information in a timely fashion. No other notification of the results of an award of contract will be provided.

### **10.8 Protest**

Pursuant to KRS 45A.285, the Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other

controversies of actual or prospective offerors in connection with the solicitations or selection for award of a contract.

Any actual or prospective offeror or contractor, who is aggrieved in connection with solicitation or selection for award of a contract, may file a protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed and mailed to:

**Holly M. Johnson, Secretary**  
**COMMONWEALTH OF KENTUCKY**  
**FINANCE AND ADMINISTRATION CABINET**  
**New Capitol Annex**  
**702 CAPITOL AVE RM 383**  
**FRANKFORT KY 40601**

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

#### **10.9 Estimated Schedule of RFP Activities**

The following table presents the anticipated schedule for major activities associated with the RFP distribution, proposal submission, proposal evaluation process, and contract award. The Commonwealth reserves the right at its sole discretion to change the Schedule of Activities, including the associated dates and times.

#### **ANTICIPATED SCHEDULE OF ACTIVITIES**

Release of RFP	January 10, 2020
Vendors' Written Questions due by 11:59 PM ET <u>(SUBMIT QUESTIONS ON ATTACHMENT B-VENDORS' QUESTION FORM)</u>	January 17, 2020
Commonwealth's Response to Vendors' Written Questions	January 24, 2020
Proposals due by 3:30 PM EST	February 07, 2020

*All bidders are cautioned to be aware of security in the Capitol Annex in Frankfort. In-person or courier delivered bids/proposals in response to a Commonwealth solicitation should be delivered a minimum of thirty (30) minutes to one (1) hour earlier than the published closing date and time to allow for a security check-in. Delays due to building security checks shall not be justification for acceptance of a late bid or proposal. Vendor attention to this advisory is encouraged.*

## SECTION 20 – BACKGROUND AND PRESENT SYSTEM SUMMARY

### 20.1 Background

The Department for Medicaid Services (Department) within the Cabinet for Health and Family Services is the single state agency responsible for the implementation and administration of the Kentucky Medicaid Program authorized under Title XIX of the Social Security Act (also referred to as Medicaid) and the Kentucky Children’s Health Insurance Program (KCHIP) authorized under Title XXI of the Social Security Act. Medicaid is a federal and state funded assistance program that provides health care coverage to certain low-income and medically vulnerable individuals of all ages. The mission of the Department is to ensure access to and improve delivery of high quality cost effective health care services.

Through this procurement, the Department seeks to continually enhance its current Medicaid managed care system with a focus on quality goals and improving health outcomes. The Department will seek to develop collaborative efforts and initiatives with the contracted MCOs and state agency partners to implement targeted approaches to improve the health of Enrollees in a cost efficient and effective manner.

Additionally, as further described below, the Department will contract with one (1) statewide MCO to serve the following populations: children in foster care, dually committed youth in both the foster care and juvenile justice systems, former foster youth under age twenty-six (26), and post-adoptive children with subsidized care.

#### **Present System Summary:**

The Kentucky Medicaid program delivers a comprehensive healthcare benefit package through two distinct delivery systems: Capitated Managed Care and Fee-for-Service.

#### **Capitated Managed Care**

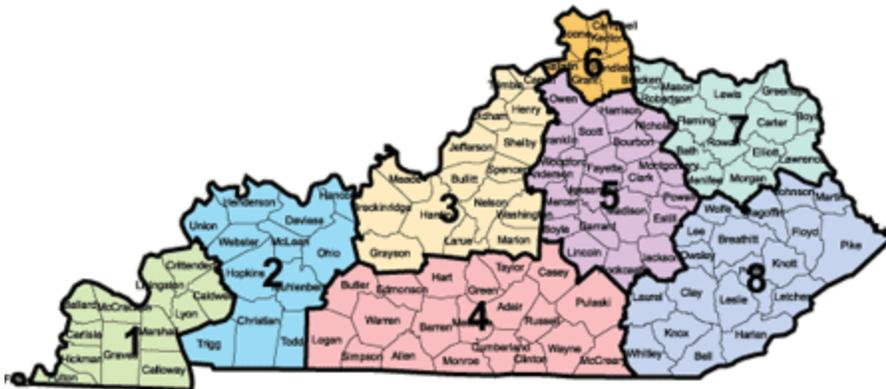
In the Commonwealth, as of December 2019, more than 1.2 million, or 91 percent of, Medicaid Members receive their health care services through a full-risk managed care delivery system paid prospectively on a per-Member per-month capitated basis. The current managed care system has been in effect since November 2011 and has been statewide since January 2013.

Kentucky operates its Medicaid managed care program under the authority of Section 1915(b) waivers. Only eligible members participating in the employer premium assistance program will be exempt from mandatory managed care enrollment.

The Department may pursue a change in federal authority or additional federal authorities for the Medicaid managed care program at any time.

While MCO services will be provided statewide, DMS has divided the Commonwealth into the below eight (8) service regions.

Commonwealth of Kentucky  
Medicaid Managed Care Organization (MCO) Regions



Rates are developed by CHFS' actuaries for two (2) Rate Areas. Rate Area A is composed entirely of Region 3, while Rate Area B is composed of Regions 1, 2, 4-8.

Individuals eligible for Kentucky Medicaid currently in the Managed Care Program include Families and Children, SSI Adults without Medicare, SSI Children, Foster Care Children, Dual Eligibles (Medicaid and Medicare eligible), ACA MAGI Adults, and ACA Former Foster Care Children.

### **Kentucky SKY (Supporting Kentucky Youth)**

Children/youth in foster care typically have more intensive health care needs than other children and may have lacked access to regular primary care, dental care or behavioral health care. These children/youth may have been exposed to Adverse Childhood Experiences (ACEs) as a result of trauma, significant stress, abuse and neglect and may require care for chronic physical problems. Further, these children/youth tend to have more behavioral health problems and require more psychosocial services than other children/youth receiving Medicaid services.

In addition to the physical and behavioral health issues, these children/youth face environmental instability and shifting guardianship between birth parents, foster parents, guardians or an adoptive family. This instability causes frequent changes in physical and behavioral health care providers, fragmented/incomplete health records, and inconsistent access to needed care. Youth in the juvenile justice system also face a greater need for coordination of physical and behavioral health care services due to the number and complexity of issues impacting their physical and mental well-being.

A collaborative effort across CHFS Departments was initiated and involved review of Medicaid managed care programs for children/youth in foster care, adoption assistance, and juvenile justice in other states that have implemented comprehensive Medicaid reforms for these populations. CHFS conducted analyses of these programs and conducted interviews of state and health plan staff to understand lessons learned and best practices. Based on these findings and other research and analysis, the CHFS Departments conducted a detailed planning process to design a model to meet the needs of these children/youth specific to Kentucky. As a result, DMS will select a single statewide MCO to oversee and coordinate both physical and behavioral health, dental care, and social services for the following populations: children in foster care, dually committed youth in both the foster care and juvenile justice systems, former foster youth under age twenty-six (26), and post-adoptive children with subsidized care.

DMS in collaboration with the Department for Community Based Services (DCBS) and other partner agencies have defined the role and responsibilities of the MCO selected for the new program, Kentucky SKY, to meet the unique needs of these populations:

- Enhance the coordination of care and access to Trauma-informed services, including physical health, mental and behavioral health, dental care, social services, and wraparound services.
- Provide an appropriate statewide provider network for these populations with twenty-four (24)-hour emergency access and crisis services.
- Improve coordination of care and continuity of care between CHFS agencies, health care providers, and community resources, as needed.
- Ensure required assessments and health services within the mandated timeframes.
- Collaborate and coordinate with CHFS agencies and health care providers to share key health records in a timely manner and reduce duplication of services.
- Collaborate and coordinate with hospitals, treatment facilities, residential providers, physical and behavioral health providers, and others on the discharge planning needs of the Enrollee for all levels of care.
- Improve quality of care and healthcare outcomes for the populations served by the program.

- Provide targeted communications and training to providers, law enforcement, the judicial system, advocates, and other stakeholders on the managed care program.

CHFS believes this Medicaid managed approach for the target populations in Kentucky SKY will improve health outcomes and strengthen the support to families in crisis.

### **Fee-For-Service (FFS)**

The FFS system is a traditional indemnity health care delivery system in which payment is made to a health care provider after a service is rendered and billed. Providers shall be licensed or certified to enter into provider agreements to serve Medicaid Members. As of April 2019, approximately 120,000 individuals are served under the FFS system.

Individuals eligible for Kentucky Medicaid currently in Fee-for-Service are Aged, Blind or Disabled (ABD), comprised mostly of individuals with disabilities or those who are sixty-five (65) years or older. These individuals primarily reside in Long Term Care Facilities or are served by a Home and Community Based Waiver program.

Additional information about Kentucky's Medicaid program is available at: <https://chfs.ky.gov/agencies/dms/Pages/default.aspx>.

Enrollment information is available at:

<https://chfs.ky.gov/agencies/dms/dafm/Pages/statistics.aspx>.

## **SECTION 30 – COMMONWEALTH OFFICE OF TECHNOLOGY (COT) REQUIREMENTS**

**This section has been intentionally left blank, as it does not apply to this procurement.**

## **SECTION 40 – PROCUREMENT REQUIREMENTS**

### **40.1 Procurement Requirements**

Procurement requirements are listed under “**Procurement Laws, Preference, Regulations and Policies**” and “**Response to Solicitation**” located on the eProcurement Web page at <http://eprocurement.ky.gov> and <http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx>

respectively. The vendor must comply with all applicable statutes, regulations and policies related to this procurement.

#### **40.2 Contract Components and Order of Precedence**

The Commonwealth's acceptance of the contractor's offer in response to the solicitation, indicated by the issuance of a contract award by the Office of Procurement Services, shall create a valid contract between the Parties consisting of the following:

1. Procurement Statutes, Regulations, and Policies;
2. This written Agreement (Contract) between the Parties and any written amendments thereto;
3. Any Addenda to the Solicitation;
4. The Solicitation and all attachments;
5. Any Best and Final Offer;
6. Any clarifications concerning the Contractor's proposal in response to the Solicitation;
7. The Contractor's proposal in response to the Solicitation.

In the event of any conflict between or among the provisions contained in the contract, the order of precedence shall be as enumerated above.

#### **40.3 Final Agreement**

The contract represents the entire agreement between the parties with respect to the subject matter hereof. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract.

#### **40.4 Contract Provisions**

If any provision of this contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Commonwealth and the contractor shall be relieved of all obligations arising under such provision. If the remainder of this contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

#### **40.5 Type of Contract**

The contract proposed in response to this solicitation shall be on the basis of a **firm fixed unit price** for the elements listed in this solicitation. This solicitation is specifically not intended to solicit proposals for contracts on the basis of cost-plus, open-ended rate schedule, nor any non-fixed price arrangement.

#### **40.6 Contract Usage**

As a result of this RFP, the contractual agreement with the selected vendor will in no way obligate the Commonwealth of Kentucky to purchase any services or equipment under this contract. The Commonwealth agrees, in entering into any contract, to purchase only such services in such quantities as necessary to meet the actual requirements as determined by the Commonwealth.

**40.7 Addition or Deletion of Items or Services**

The Office of Procurement Services reserves the right to add new and similar items, by issuing a contract modification, to this contract with the consent of the vendor. Until such time as the vendor receives a modification, the vendor shall not accept delivery orders from any agency referencing such items or services.

**40.8 Changes and Modifications to the Contract**

Pursuant to KRS 45A.210 (1) and 200 KAR 5:311, no modification or change of any provision in the contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the contractor and the Commonwealth, and incorporated as a written amendment to the contract and processed through the Office of Procurement Services and approved by the Finance and Administration Cabinet prior to the effective date of such modification or change pursuant to KRS 45A.210(1) and 200 KAR 5:311. Memorandum of understanding, written clarification, and/or correspondence shall not be construed as amendments to the contract.

If the contractor finds at any time that existing conditions made modification of the contract necessary, it shall promptly report such matters to the Commonwealth Buyer for consideration and decision.

**40.9 Changes in Scope**

The Commonwealth may, at any time by written order, make changes within the general scope of the contract. No changes in scope are to be conducted except at the approval of the Commonwealth.

**40.10 Contract Conformance**

If the Commonwealth Buyer determines that deliverables due under the contract are not in conformance with the terms and conditions of the contract and the mutually agreed-upon project plan, the Buyer may request the contractor to deliver assurances in the form of additional contractor resources and to demonstrate that other major schedules will not be affected. The Commonwealth shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the contractor.

**40.11 Assignment**

The contract shall not be assigned in whole or in part without the prior written consent of the Commonwealth Buyer.

**40.12 Payment**

The Commonwealth will make payment within thirty (30) working days of receipt of contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or his representative.

#### **40.13 Contractor Cooperation in Related Efforts**

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the contractor shall fully cooperate with such other contractors and Commonwealth employees. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

#### **40.14 Contractor Affiliation**

"Affiliate" shall mean a branch, division or subsidiary that is effectively controlled by another party. If any affiliate of the contractor shall take any action that, if done by the contractor, would constitute a breach of this agreement, the same shall be deemed a breach by such party with like legal effect.

#### **40.15 Commonwealth Property**

The contractor shall be responsible for the proper custody and care of any Commonwealth-owned property furnished for contractor's use in connections with the performance of this contract. The contractor shall reimburse the Commonwealth for its loss or damage, normal wear and tear excepted.

#### **40.16 Confidentiality of Contract Terms**

The contractor and the Commonwealth agree that all information communicated between them before the effective date of the contract shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its agents, or employees without prior written consent of the other party. Such material will be kept confidential subject to Commonwealth and Federal public information disclosure laws.

Upon signing of the contract by all parties, terms of the contract become available to the public, pursuant to the provisions of the Kentucky Revised Statutes.

The contractor shall have an appropriate agreement with its subcontractors extending these confidentiality requirements to all subcontractors' employees.

#### **40.17 Confidential Information**

The contractor shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the Commonwealth, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically

classified as confidential by the Commonwealth in writing to the contractor. All Federal and State Regulations and Statutes related to confidentiality shall be applicable to the contractor. The contractor shall have an appropriate agreement with its employees, and any subcontractor employees, to that effect, provided however, that the foregoing will not apply to:

- A. Information which the Commonwealth has released in writing from being maintained in confidence;
- B. Information which at the time of disclosure is in the public domain by having been printed or published and available to the public in libraries or other public places where such data is usually collected; or
- C. Information, which, after disclosure, becomes part of the public domain as defined above, through no act of the contractor.

#### **40.18 Advertising Award**

The contractor shall not refer to the award of contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Commonwealth of Kentucky without the expressed written consent of the agency technical contact person. (see Section 50.4)

#### **40.19 Patent or Copyright Infringement**

The contractor shall report to the Commonwealth promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this contract of which the contractor has knowledge.

The Commonwealth agrees to notify the contractor promptly, in writing, of any such claim, suit or proceeding, and at the contractor's expense give the contractor proper and full information needed to settle and/or defend any such claim, suit or proceeding.

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

The Commonwealth agrees that the contractor has the right to defend, or at its option, to settle and the contractor agrees to defend at its own expense, or at its option to settle, any claim, suit or proceeding brought against the Commonwealth on the issue of infringement of any United States patent or copyright or any product, or any part thereof, supplied by the contractor to the Commonwealth under this agreement. The contractor agrees to pay any final judgment entered against the Commonwealth on such issue in any suit or proceeding defended by the contractor.

If principles of governmental or public law are involved, the Commonwealth may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the contractor without the contractor's written consent.

The contractor shall have no liability for any infringement based upon:

- A. the combination of such product or part with any other product or part not furnished to the Commonwealth by the contractor
- B. the modification of such product or part unless such modification was made by the contractor
- C. the use of such product or part in a manner for which it was not designed

#### **40.20 Permits, Licenses, Taxes and Commonwealth Registration**

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all Federal, State, and local governments in which work under this contract is performed.

The contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP. Additional local registration or license may be required.

The contractor shall pay any sales, use, and personal property taxes arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be borne by the contractor.

#### **40.21 EEO Requirements**

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

<http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx>.

#### **40.22 Provisions for Termination of the Contract**

Any contract resulting from this solicitation shall be subject to the termination provisions set forth in 200 KAR 5:312.

#### **40.23 Bankruptcy**

In the event the contractor becomes the subject debtor in a case pending under the Federal Bankruptcy Code, the Commonwealth's right to terminate this contract may be subject to the rights of a trustee in bankruptcy to assume or assign this contract. The trustee shall not have the right to assume or assign this contract unless the trustee (a) promptly cures all defaults under this contract; (b) promptly compensates the Commonwealth for the monetary damages incurred as a result of such default, and (c) provides adequate assurance of future performance, as determined by the Commonwealth.

#### **40.24 Conformance with Commonwealth & Federal Laws/Regulations**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

#### **40.25 Accessibility**

Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

#### **40.26 Access to Records**

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

#### **40.27 Prohibitions of Certain Conflicts of Interest**

In accordance with KRS 45A.340, the contractor represents and warrants, and the Commonwealth relies upon such representation and warranty, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The contractor further represents and warrants that in the performance of the contract, no person, including any subcontractor, having any such interest shall be employed.

In accordance with KRS 45A.340 and KRS 11A.040 (4), the contractor agrees that it shall not knowingly allow any official or employee of the Commonwealth who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this contract to voluntarily acquire any ownership interest, direct or indirect, in the contract prior to the completion of the contract.

#### 40.28 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, excepting bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the Commonwealth shall have the right to reject the proposal or cancel the contract without liability.

#### 40.29 Vendor Response and Proprietary Information

The RFP specifies the format, required information, and general content of proposals submitted in response to the RFP. ***The Finance and Administration Cabinet will not disclose any portions of the proposals prior to Contract Award to anyone outside the Finance and Administration Cabinet, representatives of the agency for whose benefit the contract is proposed, representatives of the Federal Government, if required, and the members of the evaluation committees.*** After a contract is awarded in whole or in part, the Commonwealth shall have the right to duplicate, use, or disclose all proposal data submitted by vendors in response to this RFP as a matter of public record. Although the Commonwealth recognizes the vendor's possible interest in preserving selected data which may be part of a proposal, the Commonwealth must treat such information as provided by the Kentucky Open Records Act, KRS 61.870 et sequitur.

Informational areas which normally might be considered proprietary shall be limited to **individual personnel data, customer references, selected financial data, formulae, and financial audits** which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas that a vendor declares proprietary in nature and not available for public disclosure, the **vendor shall declare in the Transmittal Letter [see Section 60.6 (A)] the inclusion of proprietary information and shall noticeably label as proprietary each sheet containing such information. Proprietary information shall be submitted under separate sealed cover marked "Proprietary Data"**. Proposals containing information declared by the

vendor to be proprietary, either in whole or in part, outside the areas listed above may be deemed non-responsive to the RFP and may be rejected.

#### **40.30 Contract Claims**

The Parties acknowledge that KRS 45A.225 to 45A.290 governs contract claims.

#### **40.31 Limitation of Liability**

The liability of the Commonwealth related to contractual damages is set forth in KRS 45A.245

#### **40.32 Discrimination (Effective April 8, 2015)**

**Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:**

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## SECTION 50 – SCOPE OF WORK

### 50.1 Agencies to Be Served

This contract shall be for use by **CHFS-DMS**. No shipments shall be made except upon receipt by vendor of an official delivery order from the using agency.

### 50.2 Term of Contract and Renewal Options

The initial term of the contract shall be effective **January 01, 2021** and expire **December 31, 2024**.

This contract may be renewed at the completion of the initial contract period for **six (6) additional two (2) year** periods upon the mutual agreement of the Parties. Such mutual agreement shall take the form of a contract modification as described in Section 40.8 of this RFP.

Vendors shall not be eligible to accept Medicaid members or receive monthly capitated rate payments prior to meeting all Readiness Review and Network Adequacy requirements. Awarded Vendor(s) are to meet these requirements no later than October 01, 2020. Failure to meet the requirements by this date may result in cancellation of the awarded contract.

At the end of the contract, the vendor shall provide all agency data in a form that can be converted to any subsequent system of the agency's choice. The vendor shall cooperate to this end with the vendor of the agency's choice.

The Commonwealth reserves the right not to exercise any or all renewal options. The Commonwealth reserves the right to extend the contract for a period less than the length of the above-referenced renewal period if such an extension is determined by the Commonwealth Buyer to be in the best interest of the Commonwealth.

The Commonwealth reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

### **50.3 Basis of Price Revisions**

**PRICE ADJUSTMENTS:** Unless otherwise specified, the prices established by the contract resulting from this solicitation shall remain firm for the contract period subject to the following:

**CMS Approval:** The capitation payment rates established by the Contract are subject to the approval of the Center for Medicare and Medicaid Services (CMS). If CMS rejects any component of the rates, DMS will work with its actuaries to develop and certify new rates to CMS for approval. Those new rates, shall be reconciled retroactively to the beginning of the rate period certified to CMS.

### **50.4 Notices**

After the award of contract, all programmatic communications with regard to day-to-day performance under the contract are to be made to the agency technical contact(s) identified during the negotiation phase of this procurement. After the award of contract, all communications of a contractual or legal nature are to be made to the Commonwealth Buyer.

### **50.5 Subcontractors**

The contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The contractor shall be solely

responsible for performance of the entire contract whether or not subcontractors are used. The Commonwealth shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor. All references to the contractor shall be construed to encompass both the contractor and any subcontractors of the contractor.

## 50.6 Transition of MCOs

[Transition of membership upon award is outlined in Section 26.2 of the Draft Contract.](#)

~~An MCO currently contracting with the Commonwealth in the Managed Care Program that remains with the Managed Care Program shall not have its current membership reassigned on January 01, 2021, with the exception of the Kentucky SKY population. However, enrollees may choose a different MCO during open enrollment. If an MCO currently contracting with the Commonwealth in the Managed Care Program does not continue with the Managed Care Program its membership shall be reassigned as indicated below:~~

~~The Department shall follow the steps below for the purpose of equitable distribution:~~

- ~~A. All managed care Enrollees of a Medicaid family will be assigned to the same MCO.~~
- ~~B. Continuity of Care – The Department will use Claims history to determine the most recent, regularly visited Primary Care Providers (PCP). The top three (3) PCP providers for each Enrollee shall be considered. This determination will be based on the last twelve (12) months of history with relative weights based on the time period of the visits. The weight shall be one (1) thru three (3) with three (3) being assigned to visits in the most recent four (4) months; one (1) being assigned to visits in the earliest four-month period, and two (2) being assigned to the visits in the middle four (4)-month period. Next, each Enrollee's top three (3) PCP Providers shall be matched against the provider network of the Medicaid Region's MCOs and a "MCO network suitability score" shall be assigned to each family Enrollee.~~
- ~~C. In order to give due consideration to children and individuals with specialized health care needs it is important that all family Enrollees are not treated equally in developing the family unit's overall MCO score. The ratio between the numbers of children eligible for managed care versus the number of adults eligible for managed care is almost 1.9 to 1. Therefore, the "MCO network suitability score" for a child shall be further multiplied by a factor of 1.9. Similarly, individuals with special health care needs (identified as SSI Adults and SSI Children) shall have their score adjusted by a factor of 1.6 which represents the relative cost of these individuals relative to the cost of adults over the age of eighteen (18). In the case of SSI Children both the child factor (1.9) and the special needs factor (1.6) shall be applied. After these adjustments, each family Enrollee's individual "MCO network suitability score"~~

shall be added together to determine the family unit's "MCO network suitability score."

- D. ~~The family shall be assigned to the MCO with the highest "MCO network suitability score" unless that MCO has exceeded its maximum threshold of 100,000 members. If the maximum threshold has been exceeded, the family shall be assigned to the MCO with next highest score, which has not exceeded its threshold.~~
- E. ~~In scenarios where multiple MCOs have the same score for the family "MCO network suitability score" and all MCOs are above the minimum threshold, the family shall be assigned to the MCO with the lowest enrollment.~~

#### 50.7 Scope of Work/Technical Requirements

See RFP Attachment C - "Draft Medicaid Managed Care Contract and Appendices."

### SECTION 60 – PROPOSAL SUBMISSION

#### 60.1 Disposition of Proposals

All proposals become the property of the Commonwealth of Kentucky. The successful proposal shall be incorporated into the resulting contract by reference. Disposal of unsuccessful proposals shall be at the discretion of the Commonwealth Buyer.

#### 60.2 Rules for Withdrawal of Proposals

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a signed written request for its withdrawal to the Commonwealth Buyer.

#### 60.3 Commonwealth's Right to Use Proposal Ideas

The Commonwealth of Kentucky shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposals received in response to the RFP. Selection or rejection of the proposal will not affect this right.

#### 60.4 Submission of RFP Response

Each qualified offeror shall submit only **one (1) proposal for the main Managed Care contract**. Additionally, each qualified offeror may submit **one (1) proposal for the Kentucky SKY program**. **Alternate proposals shall not be allowed**. Failure to submit as specified shall result in a non-responsive proposal.

**The vendor should complete the "Vendor" box on the face of the solicitation.**

**An authorized representative of the vendor shall sign where indicated on the face of the solicitation. If the solicitation is not signed the proposal shall be deemed non-responsive.**

### **Acknowledgment of Addenda**

It is the vendor's responsibility to check the web site for any modifications to this solicitation. Vendors are encouraged to acknowledge each addendum by signing and submitting the latest addendum with their response. However, signing the face of the solicitation as indicated above constitutes the vendor's acknowledgement of and agreement to be bound by the terms of all addenda issued.

**Failure to specifically acknowledge addenda will not excuse the vendor from adhering to all changes to the requirements of the solicitation set forth therein nor provide justification for any pricing changes.**

### **60.5 Format of Response**

A. Proposals shall be submitted in **two (2) parts**: the **Technical Proposal**, and the **Proprietary Information, if applicable**.

1. The **Technical Proposal** should include one (1) marked original hard/paper copy technical and ten (10) marked technical thumb/flash drives (in Microsoft Word, Microsoft Excel or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos.
2. Any **Proprietary Information** should include one (1) marked original hard/paper copy proprietary and ten (10) marked proprietary data thumb/flash drives (in Microsoft Word, Microsoft Excel, or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos.

B. \*Proposals shall be sealed and submitted to the Commonwealth Buyer by the RFP Closing Date and Time (both are identified on the Cover Page of this RFP). ANY PROPOSAL RECEIVED AFTER THE CLOSING DATE AND TIME SHALL BE REJECTED AND RETURNED UNOPENED TO THE VENDOR AT THE VENDOR'S EXPENSE.

***\*The Commonwealth defines SEALED as "a closure that must be broken to be opened and that thus reveals tampering". (Merriam-Webster Dictionary, <http://www.merriam-webster.com/dictionary/seal>)***

**Should differences be determined to exist between the hardcopy proposal and the electronic version, the hardcopy shall prevail.**

The outside cover of the package containing the Technical Proposal should be marked:

**MEDICAID MANAGED CARE ORGANIZATION (MCO) - ALL REGIONS****RFP 758 200000202****TECHNICAL PROPOSAL****Name of Offeror****Closing Date and Time**

All submitted responses shall remain valid for a minimum of six (6) months after the proposal due date.

**60.6 Technical Proposal Content****A. Transmittal Letter**

The transmittal letter should be on the vendor's letterhead, notarized and signed by an agent authorized to bind the vendor. The transmittal letter should include the following:

- i. A statement of understanding that **deviations** are not allowed.
- ii. A sworn statement that, if awarded a contract as a result of this solicitation, the vendor shall comply in full with all requirements of the **Kentucky Civil Rights Act**, and shall submit all data required by KRS 45.560 to 45.640;
- iii. A sworn statement pursuant to KRS 11A.040 that the vendor has not knowingly violated any provisions of the **Executive Branch Code of Ethics**;
- iv. A sworn statement of that the vendor is in compliance with Prohibitions of Certain **Conflicts of Interest**;
- v. A statement of certification in accordance with In accordance with Federal Acquisition Regulation 52.209-5, Certification Regarding **Debarment, Suspension, and Proposed Debarment** that to the best of its knowledge and belief, the vendor and/or its principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal agency.
- vi. The name, address, telephone number, fax number, and email address of the **contact person** for this RFP. The address shall be one in which the major overnight delivery services will deliver.
- vii. The name, address, telephone number, fax number and email address of the **contact person** to serve as a point of contact for day-to-day operations.
- viii. A certified statement that the **thumb/flash drives** submitted have been properly scanned for infected viruses, including the virus software and version to scan the drives.
- ix. **Subcontractor** information to include name of company, address, telephone number and contact name, if applicable.

**B. Disclosure of Violation of Statutes**

Pursuant to KRS 45A.485, contractors are required to reveal final determinations of violation of certain statutes incurred within the last five (5)

years and be in continuous compliance with those statutes during the contract. Where applicable, the vendor is required to complete and submit Report of Prior Violations of Tax and Employment Laws.

**C. Kentucky Tax Registration Application**

Revenue Form 10A100, Kentucky Tax Registration Application effective July 2008, is a form to be completed by any person or entity wishing to contract with the Commonwealth to provide goods or services subject to sales and use tax pursuant to KRS 139.200. The form is located at this web-link as Attachment 5:

<http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx>

In accordance with administrative regulation 200 KAR 5:390, this form has to be completed and submitted, before a contract can be awarded. Section 2 of the regulation also notes: "Failure to submit the required documentation or to remain registered and in compliance with the sales and use tax filing and remittance requirements of KRS 139.540 and KRS 139.550 throughout the duration of the contract shall constitute a material breach of the contract and the contract may be terminated."

**D. Registration with the Secretary of State by a Foreign Entity**

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by [KRS 14A.9-010](#) to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under [KRS 14A.9-030](#), therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in [KRS 14A.9-010](#), the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within [KRS 14A.1-070](#). Businesses can register with the Secretary of State at: <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>.

**E. Required Annual Affidavit and Other Affidavit(s) (see Attachment A)**

**F. Completed and signed face of solicitation (see Section 60.4)**

**G. Signed face of latest addendum of the solicitation (see Section 60.4)**

**H. EEO Forms (see Section 40.21)**

**I. Proposed Solution (see Section 60.7)**

**J. Proof of ability to obtain performance bond in the amount of \$30,000,000. (See ~~RFP Section X~~ and Draft Contract Section 39.8)**

## 60.7 Proposed Solution Content

Response should be based on the RFP requirements and should include the following:

### A. Executive Summary

Provide an Executive Summary that summarizes the Vendor's proposed staffing and organizational structure, technical approach, and implementation plan. The Executive Summary must include a statement of understanding and fully document the Vendor's ability, understanding and capability to provide the full scope of work. Address the following, at a minimum:

1. The Vendor's statement of understanding of the healthcare environment in the Commonwealth, the Kentucky Medicaid program and vision for this procurement, and needs of Medicaid Enrollees.
2. An overview of the Vendor's proposed organization to provide coordinated services under the Contract.
3. A summary of the Vendor's strategy and approach for administering services for Enrollees.
4. A summary of the Vendor's strategy and approach for establishing a comprehensive provider network.
5. A summary of innovations and initiatives the Vendor proposes to implement to achieve improved health outcomes for Enrollees in a cost effective manner. Include a discussion of challenges the Vendor anticipates and how the Vendor will work to address such challenges.

### B. Company Background

#### 1. Corporate Experience

- a. Describe the Vendor's experience in the provision of managed care services to the populations specified in this Contract. Include the following information in the response:
  - i. Experience in implementation of population health management programs and initiatives. Include information about how the Vendor has addressed social determinants of health.
  - ii. Three (3) examples of initiatives the Vendor has implemented for Medicaid managed care programs that have supported improved outcomes. Describe whether such initiatives were cost effective and resulted in sustained change.
  - iii. A summary of lessons learned from the Vendor's experience providing similar services to similar populations.
  - iv. How the Vendor will apply such lessons learned to the Kentucky Medicaid managed care program.

#### 2. Corporate Information

- a. **Provide required 42 CFR 1.04 disclosures:**

Provide required 42 CFR 455.100-107 disclosures:

- i. ~~“(1)(i)~~ The name and address of any person (individual or corporation) with an ownership or control interest in the disclosing entity, fiscal agent, or managed

care entity. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.

(ii) Date of birth and Social Security Number (in the case of an individual).

(iii) Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a 5 percent or more interest.

- ii. (2) Whether the person (individual or corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a 5 percent or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling.
- iii. (3) The name of any other disclosing entity (or fiscal agent or managed care entity) in which an owner of the disclosing entity (or fiscal agent or managed care entity) has an ownership or control interest.
- iv. (4) The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (or fiscal agent or managed care entity).

b. Indicate the Vendor's form of business (e.g., corporation, non-profit corporation, partnership, etc.) and provide the following information:

- i. Names and contact information for all officers, directors, and partners.
- ii. Relationship to parent, affiliated and/or related business entities and copies of management agreements with parent organizations.
- iii. Provide copies of the Vendor's articles of incorporation, bylaws, partnership agreements, or similar business entity documents, including any legal entity having an ownership interest of five percent (5%) or more.
- iv. Provide the Vendor's Uniform Certificate of Authority or application for the Uniform Certificate of Authority, as well as copies of reports filed with the Kentucky

Department of Insurance during the prior twelve (12) months, if applicable.

- c. Demonstrate financial viability for the Vendor and each Subcontractor, as evidenced by sustained bottom line profitability and no current areas of significant financial risk for the past three (3) calendar years or the Vendor or Subcontractor's fiscal years. For the Vendor and each Subcontractor, provide copies of financial statements from the most recently completed and audited year.
- d. Provide a statement of whether there is any past (within the last ten (10) years) or pending litigation against the Vendor or sanctions, including but not limited to the following:
  - i. Litigation involving the Vendor's failure to provide timely, adequate, or quality Covered Services. If any litigation listed, include damages sought or awarded or the extent to which adverse judgment is/would be covered by insurance or reserves set aside for this purpose. Include an opinion of counsel as to the degree of risk presented by any pending litigation and whether the pending or recent litigation will impair your organization's performance in a Kentucky Medicaid Managed Care Contract.
  - ii. Sanctions for deficiencies in performance of contractual requirements related to an agreement with any federal or state regulatory entity. Include monetary sanctions the Vendor has incurred pursuant to contract enforcement from any state, federal, or private entity, including the date, amount of sanction, and a brief description of such enforcement, corrective action, and resolution.
  - iii. Any Securities Exchange Commission (SEC) filings discussing any pending or recent litigation.

Include information for Parent Company, affiliates, and subsidiaries. The Vendor may exclude workers' compensation cases.

- e. For the Vendor, Parent Company, subsidiaries and all Subcontractors list and describe any Protected Health Information (PHI) breaches (within the past five years) that have occurred and the response. Do not include items excluded per 45 CFR 164.402.
- f. Has the Vendor ever had its accreditation status (e.g., National Committee on Quality Assurance (NCQA), Utilization Review Accreditation Commission (URAC), or Accreditation Association for Ambulatory Health Care (AAAHC)) in any state for any product

line adjusted down, suspended, or revoked (within the past five years)? If so, identify the state and product line and provide an explanation. Include information for the Vendor's Parent Company and subsidiaries.

- g. ~~Provide a listing of Medicaid managed care contracts held in the past ten (10) years for which the Vendor has:~~

Provide a listing of Medicaid managed care contracts held in the past ten (10) years for which the Vendor, Vendor's Parent Company, and subsidiaries has:

- i. Voluntarily terminated all or part of the contract under which it provided health care services as the licensed entity.
- ii. Had such a contract partially or fully terminated before the contract end date (with or without cause).
- iii. Had a contract not renewed.
- iv. Withdrawn from a contracted service area.
- v. Had a reduction of enrollment levels imposed?

### 3. Staffing

- a. Describe the Vendor's proposed approach to staffing this Contract, including the following information at a minimum
  - i. Description of how the organizational structure provides innovative solutions for meeting programmatic goals specific to Kentucky's Medicaid program and Enrollees and supports stakeholder groups (e.g., Enrollees, providers, partners, among others).
  - ii. Description of how the organizational structure will support whole-person integrated care, population health and overall improvement in health outcomes in a cost-effective manner.
  - iii. Description of the governing body, how members are selected, and envisioned role specific to the Vendor's support of the Kentucky Medicaid managed care program.
  - iv. A listing of Key Personnel identified in Section 9.2 of **RFP Attachment C "Draft Medicaid Managed Care Contract and Appendices,"** and as otherwise defined by the Vendor, including:
    - a. Individual names, titles, brief job descriptions, qualifications and fulltime equivalents (FTEs) dedicated to this Contract, as well as their office locations for this Contract. An FTE is defined as the ratio of the total number of paid hours divided by the total number of working hours in the period. Annually, an FTE is considered to be two thousand eighty (2,080) hours.

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- b. Whether each Key Personnel position will be filled by a Vendor’s employee or a Subcontractor.
- c. Resumes, including information such as degrees, credentials, clinical licensure as applicable, years and type of experience. Include as an Appendix or Attachment to the Proposal.
- v. Summary of recruitment timelines and activities for Key Personnel positions for which individuals have not been identified at the time of the proposal. Describe contingency plans should those positions continue to remain open after Contract Award.
- vi. Overview of the Vendor’s proposed training of staff to fulfill all requirements and responsibilities of **RFP Attachment C “Draft Medicaid Managed Care Contract and Appendices,”** for all operational areas.
- vii. Overview of Vendor’s approach to monitoring Subcontractors’ progress in recruiting and training of staff to meet all requirements of **RFP Attachment C “Draft Medicaid Managed Care Contract and Appendices.”**
- viii. Retention approach for key personnel.
- b. Provide a detailed description of the Vendor’s organizational structure for this Contract, including an organizational chart that clearly displays the following:
  - i. Management structure, lines of responsibility, and authority for all operational areas of this Contract.
  - ii. How the **RFP Attachment C “Draft Medicaid Managed Care Contract and Appendices”** fits into the overall organizational structure of the Parent Company
  - iii. Where subcontractors will be incorporated.
  - iv. A summary of how each Subcontractor will be integrated into the Offeror’s proposal performance of their obligations under **RFP Attachment C “Draft Medicaid Managed Care Contract and Appendices,”** to ensure a streamlined experience for the Members, providers and the Department.
  - v. Number of proposed FTEs dedicated to **RFP Attachment C “Draft Medicaid Managed Care Contract and Appendices,”** by position type and operational area and how the Vendor determined the appropriateness of these ratios.

**C. Technical Approach**

Section references herein are made to RFP Attachment C **“Draft Medicaid Managed Care Contract and Appendices.”**

1. **Subcontracts** (*Sections 4.3 Delegations of Authority and 6.0 Subcontracts*)
  - a. Describe the Vendor’s approach to subcontracting services for this Contract, and how the Vendor will ensure ongoing

- collaboration with Subcontractors for a streamlined and coordinated approach to serving Enrollees and Providers.
- b. Describe how the Vendor will ensure responsiveness of its Subcontractors to all requests from DMS for reporting, data and information specific to operation of the Medicaid managed care program. How will Subcontractors be held accountable for a delay in or lack of response?
  - c. Provide a listing, including roles and locations, of known Subcontractors that will support the Contract resulting from this RFP.
  - d. Describe the relevant experience of each Subcontractor. Indicate whether the Vendor has subcontracted with the entity for prior contracts of similar size and scope.

**2. Collaboration** (*Section 9.0 Organization and Collaboration*)

- a. Provide a recommended approach for conducting monthly meetings that the Vendor must attend with the Department, other agencies, and other contracted MCOs. In your response, provide the following, at a minimum:
  - i. Meeting formats the Vendor proposes that will result in successful collaboration.
  - ii. Examples of issues, ideas, and innovations that the Vendor thinks should be addressed during the initial three (3) to six (6) meetings, the rationale for each, and whether collaboration for each will require implementation of short-term and/or long-term solutions.
- b. Describe lessons learned from similar collaborations that the Vendor has experienced, and how those could be applied in moving forward with monthly meetings.

**3. Capitation Payments** (*Section 10.0 Capitation Payment Information, Section 11.0 Rate Component*)

- a. Describe proposed approaches for Physician Incentive Plans, including innovative approaches to incent provider behavior and participation.
- b. Provide examples of successful Physician Incentive Plans the Vendor has implemented, including information about their structure, measurable outcomes, challenges and lessons learned.

**4. Financial Security Obligations** (*Section 13.0 Contractor's Financial Security Obligations*)

- a. Describe how the Vendor will comply with net worth, solvency, and surplus requirements.
- b. Provide documentation of lines of credit that are available, including maximum credit amounts and available credit amount.
- c. Describe any risk arrangements the Vendor proposes to have with providers for contracted services and describe oversight of such arrangements.

**5. Third Party Resources** (Section 14.0 Third Party Resources)

**6. Management Information System** (Section 15 Management Information System)

- a. Provide a detailed description, diagrams and flowcharts of the Management Information System (MIS) the Vendor will use to support all aspects of Kentucky's Medicaid managed care program including the following subsystems:
- i. Enrollee Subsystem;
  - ii. Third Party Liability (TPL);
  - iii. Provider Subsystem;
  - iv. Reference Subsystem;
  - v. Claims Processing Subsystem (to include Encounter Data);
  - vi. Financial Subsystem;
  - vii. Utilization/Quality Improvement Subsystem; and
  - viii. Surveillance Utilization Review Subsystem (SURS).

As part of the response, include information about the following:

- i. Required interfaces, how the system will share and receive information with the Department, how the Vendor's system will use files provided by the Department, Subcontractors, providers, and other supporting entities.
- ii. Capability to store and use large amounts of data, to support data analyses, and to create standard and ad hoc reports.
- iii. Extent to which these systems are currently implemented and integrated with other systems, internal and external, and the Vendor's approach for assuring systems that are not fully implemented and integrated will be ready to begin operations on required timeframes.

Diagrams and flowcharts should show each component of the MIS and the interfacing support systems used to ensure compliance with Contract requirements.

- b. Provide a description for and list of potential risks and mitigation strategies for implementing new information systems and changes to existing systems to support the Kentucky Medicaid managed care program.
- c. Describe the Vendor's current and planned use and support of new and existing technology in health information exchange (HIE), electronic health records (EHR), and personal health records (PHR).
- d. Describe the Vendor's approach to assessing integrity, accuracy, and completeness of data submitted by providers and Subcontractors.

- e. Provide a description of the Vendor's data security approach and how the Vendor will comply with Health Insurance Portability and Accountability Act (HIPAA) standards including the protection of data in motion and at rest, staff training and security audits.
  - f. Describe any proposed system changes or enhancements that the Vendor is contemplating making during the anticipated Contract Term, including subcontracting all or part of the system. Describe how the Vendor will ensure operations are not disrupted.
- 7. Encounter Data** (*Section 16.0 Encounter Data Submissions*)
- a. Provide a detailed description of the Vendor's processes for ensuring complete, accurate, and timely encounter data submissions to the Department, including procedures for working with providers and Subcontractors to correct errors.
  - b. Provide the Vendor's Encounter Data Processing policies and procedures.
  - c. Describe common challenges the Vendor has experienced in encounter data development and submission, and mitigation strategies and best practices the Vendor has implemented to ensure accurate and complete encounter data.
  - d. Describe educational approaches the Vendor will implement to support providers and Subcontractors that are identified as having ongoing challenges in submission of complete, accurate, and timely information.
  - e. Describe initiatives the Vendor proposes raising to the Encounter Technical Workgroup to enhance the data submission requirements and improve the accuracy, quality, and completeness of encounter submissions.
- 8. Kentucky Health Information Exchange (KHIE) and Electronic Health Records** (*Section 17 Kentucky Health Information Exchange, Section 18 Electronic Health Records*)
- a. Describe strategies and incentives the Vendor will implement to encourage provider adoption and use of electronic health records that result in improvements in the quality of care for Enrollees and cost of health care services.
  - b. Describe strategies for requiring participants to establish connectivity to the Kentucky Health Information Exchange (KHIE) for a minimum of:
    - i. **Providers:** applicable public health reporting
    - ii. **Hospitals:** applicable public health reporting and Admit Discharge Transfer (ADT's).
  - c. Provide a description of initiatives and incentives to encourage adoption of electronic health records and information exchange.
- 9. Quality Management and Health Outcomes** (*Section 19.0 Quality Management and Health Outcomes*)

- a. Provide a detailed description of how the Vendor will support the Department in achieving its goals to transform the Medicaid program to empower individuals to improve their health and engage in their healthcare and to significantly improve quality of care and healthcare outcomes, and to reduce or eliminate health disparities. At a minimum, the Vendor's response should address:
  - i. How it will structure its organization to provide for a comprehensive and holistic approach to meet these goals, including coordination with Subcontractors and providers.
  - ii. Strategic solutions the Vendor will use in quality management, measurement, and improvement.
  - iii. Innovative strategies and enhanced services, if any, that the Vendor proposes to implement to enhance the health and well-being of Enrollees and to improve health outcomes, including examples of successes with similar Medicaid populations.
  - iv. Internal tools and technology infrastructure the Vendor will use to support improvements in health outcomes and to identify, analyze, track, and improve quality and performance metrics as well as the quality of services provided by Network Providers at the regional and statewide levels.
  - v. Methods to ensure a data-driven, outcomes-based continuous quality improvement process, including an overview of data that is shared with providers to support their understanding of progress in achieving improved outcomes.
- b. Indicate if the Vendor has received NCQA accreditation for the Kentucky Medicaid market, and if not, the proposed timeline for achieving accreditation.
- c. Provide the Vendor's proposed use of the Quality Improvement Committee (QIC) to improve the Kentucky Medicaid managed care program.
- d. Provide the Vendor's proposed use of the Quality and Member Access Committee (QMAC) to improve the Kentucky Medicaid managed care program, including the following information:
  - i. Proposed stakeholder representation.
  - ii. Innovative strategies the Vendor will use to encourage Enrollee participation.
  - iii. Examples of successful strategies the Vendor has implemented to obtain active participation in similar committees.
- e. Provide a comprehensive description of the Vendor's proposed Quality Assessment and Performance Improvement (QAPI) Program that meets all requirements of this Contract.
- f. For each of the below quality measures, demonstrate how the Vendor will work to make improvements in Kentucky's Medicaid population. Include discussion of strategies and interventions specific to each measure, partners that will be necessary to



have been most effective in improving performance and outcomes.

- ii. Recommended goals and focus areas in the first two years of implementation of the VBP program.
  - iii. Proposed approaches to collaborate with the Department and other MCOs to develop the VBP program and to implement a coordinated approach to achieve statewide improvement in outcomes.
  - iv. Potential challenges specific to Kentucky and the Vendor's proposed methods for addressing identified challenges.
  - v. Regardless of the model implemented, the Vendor's approaches to analyzing performance against targets, frequency of analyses, reporting results to DMS, and use of analyses to modify interventions that are not making progress towards achieving targets.
- k. Will the Vendor and Subcontractors implement VBP arrangements with providers? If so, describe the following:
- i. The types of VBP arrangements the Vendor and Subcontractors plan to use and why these models were selected. As part of your description, map your proposed VBP arrangement to the HCP-LAN APM Framework maturity level.
  - ii. How improvement in health outcomes will be addressed through the VBP arrangements implemented.
  - iii. Methods for evaluating the effectiveness of VBP, including tracking of costs and improvement in health outcomes.
- l. Provide results of any provider satisfaction survey reflecting the Vendor's performance in Kentucky or any other state Medicaid program over the last three (3) years. Where results identified provider dissatisfaction, Describe strategies the Vendor has implemented to address improvement, and examples of how those strategies have been effective.

## 10. Utilization Management (Section 20.0 Utilization Management)

- a. Describe strategies the Vendor will implement to identify and reduce inappropriate utilization of services, including emergency departments. Address the following at a minimum:
- i. Proposed approach to using data to inform the Vendor's efforts to improve appropriate use of service and cost efficiencies, as well as to identify potential Fraud and Abuse referrals.
  - ii. Overview of the Vendor's methods for monitoring appropriate health care utilization, including two examples of identified negative trends, initiatives undertaken to improve them, and the results of these initiatives.

- iii. Frequency in which the Vendor proposes to re-evaluate its approaches to identify need for adjustments (e.g., re-evaluation of existing prior authorization requirement for appropriateness)?
    - b. Describe the Vendor's proposed Utilization Management (UM) Program, assuring that it addresses requirements of RFP Attachment C "**Draft Medicaid Managed Care Contract and Appendices.**" In the description, include information about the following, at a minimum:
      - i. Approach to align the UM Program with the Department's required clinical coverage policies.
      - ii. Proposed evidence-based decision support tool(s).
      - iii. Innovations and automation the Vendor will implement, for example, to reduce provider administrative burden under the UM Program.
      - iv. Methods and approach to balance timely access to care for Enrollees with the administration of the UM Program.
      - v. Approach to integrate medical and behavioral health services in the UM program.
      - vi. Approach to ensure UM Program is compliant with mental health parity.
      - vii. Approach to ensuring accountability for developing, implementing, and monitoring compliance with Utilization policies and procedures and consistent application of criteria by individual clinical reviewers.
      - viii. Processes and resources used to develop and regularly review Utilization Review (UR) criteria.
      - ix. Prior Authorization processes for Members requiring services from non-participating providers or expedited Prior Authorization, including methods for assuring services are not arbitrarily or inappropriately denied or reduced in amount, duration, or scope.
      - x. How the Vendor will use its Utilization Management Committee to support Utilization Management activities.
- 11. Monitoring and Oversight** (*Section 21.0 Monitoring and Oversight*)
- a. Describe the Vendor's proposed approach to internal monitoring of operations to ensure compliance with this Contract.
  - b. Describe the Vendor's proposed approach to providing oversight of its Subcontractors, including examples of actions the Vendor takes when a Subcontractor is found to be non-compliant or when performance improvement opportunities are identified.
- 12. Enrollee Services** (*Section 22.0 Enrollee Services*)
- a. Describe the Vendor's operation of the Enrollee Services call center including:

- i. How the Vendor will monitor and ensure full staffing during operational hours.
  - ii. Examples of training and resources provided to call center staff.
  - iii. Approach to using back-up staff to support increased call volumes, how the Vendor ensures such staff are trained and have the correct materials specific to the Kentucky Medicaid managed care program, and location of these staff.
- b. Describe the Vendor's approach to Enrollee outreach and education, including the following at a minimum:
  - i. Overall approach to educating and engaging Enrollees about topics such as but not limited to Covered Services, accessing care, availability of the Population Health Management program, and improving overall health.
  - ii. Topics the Vendor proposes to be priority areas of focus for Enrollee outreach and education.
  - iii. Initiatives and education (health literacy) the Vendor will use to drive appropriate utilization and cost-effective health care services.
  - iv. Collaboration opportunities with other contracted MCOs, CHFS Departments, and community partners to support Enrollee needs through joint outreach and education.
- c. Describe methods for communicating with Enrollees as follows:
  - i. Creative efforts to achieve high levels of Enrollee engagement (e.g., smart phone applications,) to educate Enrollees and to communicate information for their individual health issues.
  - ii. Approach to identifying, developing, and distributing materials that will be of most use to Enrollee populations, and efforts the Vendor proposes to target distribution to specific populations as appropriate.
  - iii. Methods of leveraging communications to meet the diverse needs and communication preferences of Enrollees, including individuals with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities and regardless of gender, sexual orientation or gender identity.
- d. Provide a summary of innovative methods and the Vendor's proposed outreach plan to assess the homeless population.
- e. Describe the proposed approach to assess Enrollee satisfaction at each point of contact (call, online and in-person), including tools, frequency and process to measure trends, and use of findings to support ongoing program improvement.
- f. Provide the following sample materials:
  - i. Draft Welcome Packet and Enrollee ID card aligned with the requirements of RFP Attachment

**C “Draft Medicaid Managed Care Contract and Appendices.”**

- ii. Sample Enrollee Handbook meeting the requirements of RFP Attachment C “**Draft Medicaid Managed Care Contract and Appendices.**”
- iii. Three (3) sample Enrollee materials with taglines and displaying ability to meet translation, accessibility and cultural competency requirements.

**13. Enrollee Selection of Primary Care Provider (PCP) (Section 23.0 Enrollee Selection of Primary Care Provider)**

- a. Describe the Vendor’s proposed approach to helping Enrollees to identify and make voluntary selections of PCPs, within specified timeframes, who meet their needs, ensure continuity of care. Include information about differences in the Vendor’s approach, if any, to supporting Enrollees without Supplemental Security Income (SSI), Enrollees who have SSI and Non-Dual Eligible, and Enrollees under Guardianship through the selection process.
- b. Describe the Vendor’s PCP auto-assignment algorithm for Enrollees who do not make a voluntary selection, including how the Vendor will ensure an Enrollee’s continuity of care.
- c. Describe the Vendor’s approach for processing provider change requests, to include:
  - i. Enrollee request after initial assignment,
  - ii. For cause,
  - iii. When Enrollees regain eligibility,
  - iv. When the Provider is terminated, and
  - v. For a Provider request.
- d. Describe the Vendor’s approach to identifying, outreaching to, and educating Enrollees who do not receive services from their PCP within one (1) year of enrollment with the PCP. What information and support will the Vendor provide to Enrollees to obtain services?

**14. Enrollee Grievances and Appeals (Section 24.0 Enrollee Grievances and Appeals)**

**Describe the Vendor’s proposed Enrollee Grievances and Appeals process, including a summary of methods for the following:**

- a. Compliance with State and Federal requirements.
- b. Process for Expedited Review.
- c. Involvement of Enrollees and their caregivers in the process.
- d. Tracking grievances and appeals received by type and trending results for use in improving operations.
- e. Reviewing overturned decisions to identify needed changes.

**15. Marketing (Section 25.0 Marketing)**

- a. Provide a summary of the Vendor’s marketing and distribution plan, describing the following at a minimum:

- i. The system of control over the content and form of all marketing materials.
  - ii. The methods and procedures to log and resolve marketing Grievances.
  - iii. The verification and tracking process to ensure marketing materials and activities have been approved by the Department and adhere as required by **Section 25.1 “Marketing Activities” and Section 4.4 “Approval of Department”** for the Vendor and its Subcontractors.
- b. Describe the Vendor’s understanding of the populations in the Commonwealth and define how it will adapt its marketing materials to reach the various populations and audiences.

**16. Enrollee Eligibility, Enrollment and Disenrollment** (*Section 26 Enrollee Eligibility, Enrollment and Disenrollment*)

- a. Describe the approach to meeting the Department’s expectation and requirements outlined in RFP Attachment C **“Draft Medicaid Managed Care Contract and Appendices.”**
- b. Detail any limitations and/or issues with meeting the Department’s expectations or requirements and the Vendor’s proposed approach to address such limitations and/or issues.

**17. Provider Services** (*Section 27 Provider Services*)

- a. Summarize the Vendor’s overall approach to Provider Services, including initiatives and processes for providing effective services to providers to support the Kentucky Medicaid program. In the response, address the following at a minimum:
  - i. A description of how provider representatives engage with providers initially and on an ongoing basis, including level of local presence and onsite visits to provider locations.
  - ii. Description of formal committees, workgroups, or other forums, if any, in which Providers can receive updates and instruction from the Vendor and offer input about the overall program and Vendor initiatives.
  - iii. Methods and metrics used to collect provider feedback and to measure overall provider satisfaction, including frequency of doing so.
  - iv. Methods the Vendor will use to minimize provider complaints and escalations to the Department.
- b. Describe the Vendor’s proposed Provider Services call center, including an overview of the following at a minimum:
  - i. Approach to assuring the call center is fully staffed during required timeframes.
  - ii. Location of proposed operations.
  - iii. How the Vendor will meet and monitor call center standards, and how the Vendor will use monitoring results to adjust operations, as needed.

- c. Provide an overview of the Vendor's proposed provider website, including examples of information that will be provided through the website and any functionality that will be included to communicate with providers.

Provide sample screenshots of provider websites currently maintained by the Vendor.

- d. Provide a proposed table of contents for the Provider Manual and a brief description of the type of information the Vendor will communicate via the manual.
- e. Provide the Vendor's proposed approach to provider orientation and education.
- f. Describe the Vendor's support of providers in Medicaid enrollment and credentialing, including the following:
- i. Methods for assisting providers who are not enrolled in Medicaid with the enrollment process.
  - ii. Proposed process for conduct of credentialing until such time that a Credentialing Verification Organization (CVO) is contracted by the Department.
  - iii. Proposed process for transitioning credentialing activities to and coordinating with the Department's contracted CVO(s) to educate and assist Providers in completing the credentialing process with the CVO(s).
  - iv. Approach for a timely contracting determination of providers upon receipt of information from a CVO that a provider's credentialing is complete, specifying timeframe for uploading a credentialed and contracted provider into the claims payment system to allow for payment of adjudicated claims.

Include copies of the Vendor's proposed credentialing policies and procedures, and procedures for coordination with the CVO(s).

- g. Provide the Vendor's proposed approach for processing provider grievances and appeals. Include at a minimum:
- i. The overall process to include description of interaction with providers, required correspondence and timeframes for acknowledging and resolving grievances and appeals.
  - ii. Process for tracking reasons for grievances and appeals to identify trends, and how the Vendor will use this information to improve internal operations, provider relations, and provider satisfaction.
  - iii. Process for ensuring transparency to DMS of grievance and appeal types, resolutions, and any Vendor actions to decrease such grievances or appeals in the future.

**18. Provider Network (Section 28 Provider Network)**

- a. Provide the Vendor's proposed Provider Network development strategy to ensure a comprehensive statewide network across all provider types. The Vendor's strategy must describe the following:
  - i. Innovative approaches to recruit providers and to develop and maintain the Vendor's provider network to ensure network adequacy standards and highest quality care, including:
    1. Strategies to recruit providers in traditionally underserved as well as non-urban areas, by health need, and to overcome expected accessibility challenges.
    2. Strategies and methods to address workforce shortages and network gaps, included proposed initiatives to collaborate with the Department and other contracted MCOs to develop innovative solutions to meet the healthcare needs of Enrollees.
    3. Strategies for contracting with providers in bordering states to help address network adequacy challenges, including lessons learned and successes or challenges with this approach.
  - ii. Approach to providing out-of-network care when timely access to a Network Provider is not possible, including the Vendor's approach to supporting Enrollees in accessing such care.
  - iii. Approach to ensure Network Providers are physically accessible and have accommodations for Enrollees with physical or mental disabilities.
  - iv. Approach to ensure a comprehensive network to address the needs of all Enrollees, including the provision of services in a culturally sensitive and linguistically appropriate manner.
  - v. Strategies the Vendor will implement to ensure the network adequacy and access standards are met if actual Enrollment exceeds projected Enrollment.
- b. If Subcontractors will provide Covered Services, describe how network development efforts will be coordinated with the Vendor's provider network development strategy and how the Vendor will monitor the Subcontractor's activities and ensure transparency of these activities to the Department.
- c. Describe the Vendor's approach to use telehealth services to improve access. Include the following at a minimum:
  - i. Criteria for recognized sites.
  - ii. Education efforts to inform providers and Enrollees.
  - iii. Whether reimbursement will be available to the presenting site as well as the consulting site or only the

- consulting site. Include any requirements or limitations on reimbursement.
- iv. Lessons learned and successes or challenges with implementation of telehealth services for other programs the Vendor has served and that the Vendor will consider for provision of telehealth services in Kentucky.
  - d. Describe the Vendor's provider contracting strategies, including processes for determining if a provider meets all contracting requirements (at the time of enrollment and on an ongoing basis), as well as processes for corrective action and termination.

Include copies of the Vendor's proposed contract templates for individual practitioners and for facilities as attachments.

- e. Demonstrate progress toward developing network capabilities for statewide access by providing evidence of existing contracts or signed Letters of Intent with providers by provider type (for the Vendor and Subcontractor). Include the following information at a minimum:
  - i. A Microsoft Excel workbook by provider type listing every provider that has signed a contract or Letter of Intent, including the provider's name, specialty(ies), address and county(ies), Medicaid Region(s) served, whether the provider is accepting new patients, accessibility status for individuals with disabilities, language spoken, and the provider's Medicaid Identification Number(s).
  - ii. A summary Microsoft Excel worksheet with total provider counts by provider type by Medicaid region and county.
  - iii. A statewide Geographic Access report of all providers with LOIs and/or existing contract color coded by provider type by Service Region.
- f. Describe proposed Enrollee to provider ratios by provider type, as well as the Vendor's methodology for considering a provider's FTE when calculating network adequacy standards.
- g. Describe the Vendor's proposed methods for ongoing monitoring and assessment to ensure compliance with network adequacy and access to care standards, including tools used, the frequency of reviews, and how the Vendor will use findings to address deficiencies in the Provider Network. The response should also address how the Vendor monitors appointment availability and wait times.

Provide samples of tools and/or reports.

- h. Describe how the Vendor would respond to the network termination or loss of a large provider group or health system. Include information about the following at a minimum:
  - i. Notification to the Department and Enrollees.
  - ii. Transition activities and methods to ensure continuity of care.
  - iii. Analyses the Vendor will conduct to assess impact to network adequacy and access, and how the Vendor will address identified deficiencies.

**19. Provider Payment Provisions** (*Section 29 Provider Payment Provisions*)

- a. Describe the Vendor's claims adjudication process and capabilities in maintaining high standards in claims processing.
- b. Provide information about the Vendor and any entity proposed to process and pay claims. As part of the response, address the following:
  - i. Policies and procedures to meet performance standards and prompt pay requirements for all provider types.
  - ii. Market specific strategies for addressing potential provider payment issues, including underpayments, overpayments, pre-and post-claims editing policies and provider billing education.
  - iii. Proposed average days to payment from claims submission for the Vendor's proposed claims platform for medical and pharmacy claims. Provide the Vendor's last calendar year's report on the "average number of days to pay providers."
- c. Describe the Vendor's methodology for ensuring claims payment accuracy standards will be monitored and improved through audit. At a minimum, address the sampling methodology, the process for auditing the sample, documenting of results, and activities conducted to implement changes or required corrective actions.

**20. Covered Services** (*Section 30 Covered Services*)

- a. Provide a detailed description of how the Vendor's operational structure and practices will support integrated delivery of services (i.e., staff, contractors, systems, calls centers, etc.). In addition, the Vendor's response should address:
  - i. Innovative approaches to ensure Enrollees experience whole-person care that integrates their medical and behavioral health benefits and addresses social determinants of health.
  - ii. Approach for coordination with carved-out services (e.g., transportation and transitions to long term supports and services).
  - iii. A description of any value-added services the Vendor proposes to provide to Enrollees.

- b. Provide the Contractor's approach to assisting Enrollees to access direct access services and second opinions, and referrals for services not covered by the Contractor.
- c. Describe the Vendor's proposed approach to the following:
  - i. Interfacing with the Department and Department for Behavioral Health, Developmental, and Intellectual Disabilities.
  - ii. Coordinating with the Department to establish collaborative agreements with state operated or state contracted psychiatric hospitals and other Department facilities that individuals with co-occurring behavioral health and developmental and intellectual disabilities (DID) use. Describe potential challenges and methods to address such challenges.
  - iii. Complying with the Mental Health Parity and Addiction Equity Act.
- d. Describe initiatives the Contractor will implement to identify trends in provider-preventable conditions and to educate providers who are identified as possibly needing support in better addressing those conditions.

**21. Pharmacy Benefits (Section 31 Pharmacy Benefits)**

- a. Describe the Contractor's proposed approach to administration of pharmacy benefits and related pharmacy services, including the following in its response:
  - i. If using a Pharmacy Benefit Manager (PBM), provide a copy of the Subcontract, approach to integration with other services, as well as assuring transparency in pricing and reporting.
  - ii. Methods to ensure access to covered drugs and adherence to the preferred drug list.
  - iii. Responsibilities and composition of the P&T Committee.
  - iv. Proposed DUR Program, including approaches to collaborate with the Department on pharmacy initiatives.
  - v. Proposed Maximum Allowable Cost (MAC) program.
  - vi. Approach to operation of a pharmacy call center.
- b. Describe the Contractor's pharmacy claims payment administration, including an overview of the Point of Sale (POS) system and processes for complying with dispensing fee requirements.
- c. Describe the Contractor's processes and procedures to provide timely, accurate and complete data to support the Department's rebate claiming process and ensure the Department maintains current rebates levels.
- d. Describe the Contractor's processes and procedures to provide data and support Department-based efforts and initiatives for 340B transactions.

- e. Describe the Contractor's pharmacy Prior Authorization process, including the following as part of the response:
  - i. Transparency in communicating the conditions for coverage to providers.
  - ii. Required credentials for staff reviewing, approving and denying prior authorization requests.
  - iii. Use of pharmacy and/or medical claims history to adjudicate prior authorization requests.

**22. Special Program Requirements** (*Section 32 Special Program Requirements*)

Describe the Contractor's approach to meeting the Department's expectations and requirements outlined in RFP Attachment C "**Draft Medicaid Managed Care Contract and Appendices.**" The approach should address the following:

- a. Approach to ensuring Enrollees and Providers are aware of special program services.
- b. Description of medical necessity review process.
- c. Outreach methods to engage Enrollees.
- d. Approach to identify, enroll and encourage compliance with lock-in programs.
- e. Approach to coordination, including referral and follow-up with other service providers, like Women, Infants, and Children (WIC), Head Start, First Steps, School-Based Services, DCBS and the Kentucky Transportation Cabinet Office of Transportation Delivery.

**23. Behavioral Health Services** (*Section 33.0 Behavioral Health Services*)

- a. Provide a comprehensive description of the Contractor's proposed Behavioral Health Services, including the following:
  - i. Current or planned delegation to delegate all or part of the provision of Behavioral Health Services to another entity.
  - ii. Process for monitoring and evaluating compliance with access and care standards.
  - iii. Proposed innovations to develop and maintain network adequacy and access.
  - iv. Process for follow-up after hospitalization for Behavioral Health Services within the required timeframes.
  - v. Process for ensuring continuity of care upon discharge from a Psychiatric Hospital.
- b. Describe the Contractor's approach to meeting the Department's requirements for operating seven (7) days a week, twenty-four (24) hours a day emergency and crisis hotline as defined in RFP Attachment C "**Draft Medicaid Managed Care Contract and Appendices.**"
- c. Describe the Contractor's approach to coordination and collaboration between the Contractor, Behavioral Health

Providers and the PCP as defined in RFP Attachment C “**Draft Medicaid Managed Care Contract and Appendices.**”

**24. Population Health Management (PHM) Program** (Section 34.0 Population Health Management Program)

- a. Provide a comprehensive description of the Contractor’s proposed Population Health Management (PHM) Program, including the following at a minimum:
  - i. Innovations and program elements the Contractor proposes to incorporate into this Program to support the overall goals of improving health outcomes for the population and empowering individuals to improve their health and engage in their healthcare.
  - ii. If the Contractor, holds NCQA PHM Accreditation, describe the Contractor’s implementation of related models, lessons learned, challenges and successes.
  - iii. Plan to ensure high levels of Enrollee participation across all priority populations and conditions, including innovative methods for contacting and engaging Enrollees to initiate completion of Health Risk Assessments and Enrollee Needs Assessments.
  - iv. The Contractor’s approach to each of the three PHM Program defined risk levels: health promotion and wellness, management of chronic conditions, and complex care management. Include information about the following for each risk level:
    - a. Tools the Contractor will use to identify Enrollees and their risk levels and to support services provided.
    - b. Risk stratification methodology and descriptions of the types of data that will be used.
    - c. Methods to identify Enrollees for each of Kentucky’s priority conditions or populations.
    - d. Services and information available within each risk level.
    - e. Description of the care planning process, including methods to ensure individualized and person-centered care plans, and summary of how the Contractor will include Enrollees, their caregivers, and multi-disciplinary teams.
    - f. Stakeholder engagement strategies, including involvement of community resources to meet social needs.
    - g. Technology and other methods for information exchange, as applicable.
    - h. Frequency of provision of services.
    - i. Priority areas (e.g., specific health risks, conditions, social determinants of health, etc.).
    - j. Description of staffing for each risk level, including staff to Enrollee ratios, modes of

interface with Enrollees, and use of care managers.

- k. If applicable, value-based payment (VBP) or incentive models the Contractor will include in Provider agreements to support involvement in the PHM Program.
- l. Methods for evaluating success of services provided.
- m. Methods for communicating and coordinating with an Enrollee's primary care provider or other authorized providers about care plans and service needs.
- n. Role, if any, the Kentucky Health Information Exchange (KHIE) will play in the Contractor's PHM Program as a resource.
- v. Provide the Contractor's proposed approach to coordination with other authorized providers such as the WIC program and others.
- vi. Describe the Contractor's approach to ongoing review of its PHM Program, including potential real-time measurement, and how the Contractor will use results to address identified issues.

**25. Enrollees with Special Health Care Needs (Section 35.0 Enrollees with Special Health Care Needs)**

- a. Describe innovative approaches and evidence-based practices the Contractor proposes to use in providing services to Enrollees defined in Section 35.0 "Enrollees with Special Health Care Needs" including. Include a summary of how the Contractor's experience in providing services to these populations has informed the approaches.
- b. Describe the Contractor's approach to facilitate access to appropriate services for Individuals with Special Health Care Needs to include:
  - i. Approach to identifying Enrollees.
  - ii. Process for screening and assessing individual Enrollee needs.
  - iii. Approach to providing education to Enrollees and caregivers.
  - iv. Approach to providing transition support services.

**26. Program Integrity (Section 36.0 Program Integrity)**

- a. Provide a detailed summary of Contractor's proposed Program Integrity plan, including a discussion of the following:
  - i. The Contractor's fraud and abuse detection/prevention program activities for employees, caregivers and providers, including reporting and follow-up, continuous monitoring of compliance, identification and reporting of issues to all required parties, and ongoing training.

- ii. An overview of the Regulatory Compliance Committee.
  - iii. The proposed appeals process.
  - iv. Proposed innovations for reporting data in the Program Integrity area. Provide examples of successful innovations implemented in Kentucky or other states.
- b. Describe the Contractor's proposed approach to prepayment reviews.

**27. Contractor Reporting Requirements** (*Section 37.0 Contractor Reporting Requirement*)

- a. As indicated in RFP Attachment C "**Draft Medicaid Managed Care Contract and Appendices,**" the Department would like to leverage the contracted MCOs existing technologies and reporting capabilities to develop a comprehensive reporting package through a collaborative process. Understanding that ultimately the Department will define the reporting package, describe the Contractor's willingness to participate in such a collaboration, including a discussion of the following:
- i. Proposed reports and report templates that will result in a comprehensive, Department-accepted reporting package.
  - ii. Proposed ideas for collaborating across MCOs to ensure consistent and comparable reporting using the same data definitions and specification can be achieved.
  - iii. Requirement of Subcontractors to participate and or comply with this process.
- b. Provide a detailed description of the Contractor's capability to produce reports required under this Contract, including an overview of the Contractor's reporting systems and capability to configure such systems to capture data according to reporting definitions and specifications as required by the Department.
- c. Describe the Contractor's processes to review report accuracy and completeness prior to submission to the Department.
- d. Provide examples of the Contractor's proposed:
- i. Processes for conducting comparative data analyses, interpreting trends, and summarizing findings in a manner that is easily interpreted by the Department.
  - ii. Use of dashboard reporting to monitor, track, and evaluate performance metrics, including dashboard level data the Contractor proposes to submit to the Department. Provide a sample dashboard report.
  - iii. Use of findings from reports to make program improvements and to identify corrective action.
- e. Describe the Contractor's processes for monitoring, tracking, and validating data from Subcontractors.

- f. Describe the Contractor's proposed process for the receipt, generation, interpretation, and provision of ad hoc reports requested by the Department.

**28. Records Maintenance and Audit Rights** (Section 38.0 Records Maintenance and Audit Requirements)

- a. Describe the Contractor's methods to assess performance and compliance to medical record standards of PCPs/PCP sites, high risk/high volume specialist, dental providers and providers of ancillary services to meet the standards identified in Section 38.1 "Records Maintenance and Audit Requirements" of RFP Attachment C "**Draft Medicaid Managed Care Contract and Appendices.**"
- b. Describe the Contractor's approach to prevent and identify data breaches.
- c. Describe the Contractor's approach to conducting Application Vulnerability Assessments as defined in Section 38.6 of RFP Attachment C "**Draft Medicaid Managed Care Contract and Appendices.**"

**29. Use Cases**

Submit the Vendor's response to the following use cases. The Department encourages the Vendor to provide a thorough response and suggest innovative ways to fulfill the requirements of this Contract.

The use cases represent hypothetical Kentucky Enrollees, families, Providers, or entities. Responses must include, at a minimum, the program and services listed within each use case, but the Vendor is not limited to responding only to those areas. The Vendor should include any limitations or exceptions to providing the programs and services listed.

The Vendor's response may ~~include not exceed six (6) pages per use case, and may include in those six (6) pages~~ a detailed narratives, diagrams, exhibits, or detailed information specifically tailored for the Kentucky Medicaid managed care program to demonstrate its ability to meet or exceed requirements.

**USE CASE 1**

Rhonda is a 30-year-old Enrollee who recently learned that she was pregnant after visiting the Emergency Room, by ambulance, with severe nausea and dehydration. She has a history of high-risk pregnancies. Of 5 pregnancies she has experienced one (1) live birth, three (3) miscarriages occurring early in the second trimester, and one (1) abortion in her teens. In addition to her history of complicated pregnancies she smokes a half pack of cigarettes per day and drinks approximately 2 -3 beers /week.

During her pregnancies, Rhonda sporadically kept prenatal visits and had a history of noncompliance with routine care instructions.

Rhonda was shocked to learn that she was pregnant since she delivered a baby girl ten (10) months earlier. Her daughter, Amanda, was born at 32 weeks and was in the NICU for three (3) weeks. Amanda is feeding well and is steadily gaining weight. With that pregnancy, Rhonda experienced post-partum depression and was concerned whether she could care for Amanda. Rhonda's closest family is in Texas but visits are infrequent. She recently separated from an abusive partner who provides minimal financial and emotional support. Rhonda and Amanda sought safety in a family shelter on three (3) different occasions after her partner threatened to harm Amanda.

Rhonda became upset upon learning she was pregnant again and kept telling the ER nurse that it could not be true. She explained that she just moved out her apartment after splitting with her partner and was staying temporarily with friends. Rhonda does not have reliable transportation and often relies on friends to provide rides to the pediatrician and grocery shopping.

The ER nurse recommended that Rhonda talk with her OB/GYN and her MCO about her options. Rhonda's electronic medical record was updated and a referral was made to her OB/GYN.

Describe how the Vendor would address Rhonda's situation including a detailed description of prenatal programs and Quality Improvement Initiatives. At a minimum, address the following programs and services:

- a. Applicable evidence-based Care Management practices;
- b. High risk pregnancy initiatives;
- c. Health Risk Assessment and Care Planning;
- d. Environmental assessment;
- e. Behavioral Health Services;
- f. Family planning;
- g. Enrollee and family engagement;
- h. Linkage to community resources and support;
- i. Social Determinants of Health;
- j. Provider engagement; and
- k. Transportation.

## **USE CASE 2**

Katy is a 20 year old female who is taking classes at a local community college while living at home with her mother to help take care of her younger brother. Katy's mother works two (2)

jobs and has difficulty finding time to shop for and prepare healthy meals. Katy does not assist with grocery shopping or meal preparation. Katy is significantly overweight and rarely exercises. Most of her meals are from fast food restaurants and she only occasionally eats vegetables or fruit.

Recently, Katy became light headed after eating lunch and was taken to an urgent care center by a friend. The provider asked Katy about her symptoms and whether this has happened before. Katy stated that the dizziness happens frequently after meals and she is always thirsty. The provider asked Katy if she has diabetes and Katy stated she did not think so. She told the provider that she has not seen a doctor since she was in middle school. The nurse took Katy's vital signs and a blood glucose reading. Katy's blood glucose reading was elevated and her blood pressure was 162/90. Her BMI was computed to be 32.6. The provider recommended that Katy contact her MCO to find a PCP as soon as possible before her condition worsened and she ended up in the Emergency Room.

Katy contacted her MCO's Enrollee Call Center and explained her situation.

Describe the Vendor's Enrollee engagement process and Care Management. At a minimum, address the following:

- a. Evidenced based practices for Care Management;
- b. Health Risk Assessment and Care Planning and monitoring;
- c. Provider engagement;
- d. Cultural competency;
- e. Patient engagement and education;
- f. Community resources; and
- g. Social determinants of health

### **USE CASE 3**

The Vendor is implementing a two-year initiative to improve outcomes by addressing a variety of health behaviors (e.g., tobacco use and diet) and social determinants of health in the southeast region of Kentucky. The Vendor has enrolled several primary care and multi-specialty provider groups in the area to participate in the initiative and has developed relationships with various community agencies to support the effort. The Vendor has identified five (five) quality measures for which providers will receive incentives for meeting targeted improvements. The quality measures emphasize physical and behavioral health

integration, social determinants of health, and critical community resources. The Vendor intends to make initial incentive payments 14 months after the start of the initiative. Six (6) months into the project, a multi-specialty provider group's Administrator met with the Vendor to discuss challenges the group is encountering with the initiative and to raise concerns about reporting. This provider group has 50 participating practitioners, including Advanced Practice Nurses, in four different locations. Specifically, challenges are as follows:

- 
- Some practitioners in the group are very engaged while others are not interested in supporting the effort, indicating it is too complicated and administratively burdensome as the group is also participating with similar initiatives being implemented by the other contracted Medicaid MCOs, but that have different required measures.
- The provider group has a new electronic health record (EHR) system and experienced numerous onboarding issues that haven't yet been resolved. In addition, the provider group does not plan to contribute or retrieve information from KHIE until the EHR issues are resolved. The provider group does receive ADT data from Southeastern Kentucky Medical Center and the Baptist Health hospitals.
- The Administrator has made multiple attempts to outreach to a community housing agency that the MCO indicated is supporting the effort to discuss opportunities to collaborate; however, the agency has not returned calls.
- Enrollee compliance is lower than anticipated. Follow up and other outreach has been difficult due to Enrollees not returning calls and also incorrect Enrollee contact information.
- The Administrator is frustrated that the MCO had not provided feedback on the first set of required reports that were submitted three months after project initiation. Communication has been minimal and the Administrator is concerned about lack of support.

The Administrator and practice leadership are concerned with the extended timeframe for incentive payments and the ability to impact providers' behaviors.

Describe the Vendor's approach in addressing the Provider's concerns. At a minimum, address the following:

- a. Provider engagement at local, regional, and statewide levels;
- b. Provider education, communications, and support;
- c. Simplification of provider administrative burden;

- d. Enrollee engagement; and
- e. Vendor assessment of internal operation challenges and mitigation strategies.

#### **D. Implementation Plan**

1. Describe the Vendor's proposed approach to support the readiness review process, and include the following information:
  - a. A proposed Program Implementation Plan beginning from Contract Execution through ninety (90) days post go live, including elements set forth in the Contract, such as:
    - i. Establishing an office location and call centers.
    - ii. Provider recruitment activities.
    - iii. Staff hiring and a training plan.
    - iv. Developing all required materials.
    - v. Establishing interfaces to other Information Systems operated by Subcontractors, the Department, or others as required.
  - b. Proposed staffing to support implementation activities and readiness reviews.
  - c. An overview of system operational implementation requirements and related milestones.
  - d. Required MCO, Department, and other resources to ensure readiness.
2. Describe potential limitations or risks that the Vendor has identified that may impact planning and readiness, and indicate the Vendor's proposed strategies to address those limitations and risks. Include examples of similar situations the Vendor has encountered with prior readiness planning and resulting solutions.

#### **E. Emergency Response and Disaster Recovery Plan**

Describe the Vendor's proposed emergency response and disaster recovery plan, including a summary of how the plan addresses the following areas:

1. Essential operational functions and responsible staff members;
2. Plans to ensure critical functions and continuity of services to Providers and Enrollees will be met;
3. Staff training;
4. Contingency plans for covering essential operational functions in the event key staff are incapacitated or the primary workplace is unavailable;
5. Approach to maintaining data security during an event;
6. Communication methods with staff, Subcontractors, other key suppliers, and the Department when normal systems are unavailable; and
7. Testing plan.

#### **F. Turnover Plan**

**Submit a detailed description of the Vendor's proposed approach to providing turnover planning, as it relates to the Contract resulting from**

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**this RFP, in the event of Contract expiration or termination for any reason, including the following:**

1. A summary of the support the Vendor will provide for turnover activities, and required coordination with the Department and/or another Vendor assuming responsibilities.
2. Approach to identifying and submitting all documentation, records, files, methodologies, and data necessary for the Department to continue the program.
3. Resources and training that the Department or another contractor will need to take over required operations.
4. Methods for tracking and reporting turnover results, including documentation of completion of tasks at each step of the turnover.
5. Document and verify how all data is securely transferred during a turnover ensuring integrity of same. Maintain the CIA concept in turnover, Confidentiality, Integrity, and Availability.

- G. (OPTIONAL SUBMITTAL) Kentucky SKY** *(Section 42.0 (Kentucky SKY))*  
*Submittal of a proposal to serve the Kentucky SKY population is optional. Evaluation of proposals received for this Section will be limited to Contractors receiving an award for the main Managed Care contract. (See **Draft Medicaid Managed Care Contract and Appendices** Section 70.2 for more information.)*

Section references herein are made to RFP Attachment C “**Draft Medicaid Managed Care Contract and Appendices.**”

Contractor responses should be based on the RFP requirements and should include the following:

1. **Executive Summary**
  - a. Provide an Executive Summary that summarizes the Contractor’s proposed technical approach, staffing and organizational structure, and implementation plan for the Kentucky SKY program. The Executive Summary must include a statement of understanding and fully document the Contractor’s ability, understanding and capability to provide the full scope of work.
  - b. The Contractor’s statement of understanding of the unique needs of Medicaid Enrollees in the Commonwealth enrolled in the Kentucky SKY program;
  - c. An overview of the Contractor’s proposed organization to provide coordinated services for the Kentucky SKY program;
  - d. A summary of the Contractor’s strategy and approach for administering services for Kentucky SKY Enrollees;
  - e. A summary of the Contractor’s strategy and approach for establishing a comprehensive Provider network able to meet the unique physical and Behavioral Health needs of Kentucky SKY Enrollees; and
  - f. A summary of innovations and Trauma-informed initiatives the Contractor proposes to implement to achieve improved

health outcomes for Kentucky SKY Enrollees in a cost effective manner. Include a discussion of challenges the Contractor anticipates, how the Contractor will address such challenges, and a description of the Contractor's experience with addressing these challenges for similar contracts and populations.

## 2. Company Background

### a. Corporate Experience

i. Describe the Contractor's experience in the provision of managed care services similar to those specified in the Contract for the Kentucky SKY populations specified in this Contract. In addition, include the following information in the response:

- a. Experience in coordinating and providing Trauma-informed services, and educating Providers on Trauma-informed Care, ACEs, and evidenced based practices applicable to individuals in the Foster Care and juvenile justice systems or receiving Adoption Assistance;
- b. Three (3) examples of initiatives the Contractor has implemented for Medicaid managed care programs for individuals in the Foster Care and juvenile justice systems or receiving Adoption Assistance that have supported improved outcomes (e.g., greater awareness of Trauma-Informed Care, clinical outcomes, Discharge Planning between levels of care, etc.). Describe whether such initiatives were cost effective and resulted in sustained change;
- c. A summary of lessons learned from the Contractor's experience providing similar services to the populations enrolled in Kentucky SKY; and
- d. How the Contractor will apply such lessons learned to the Kentucky SKY program

ii. Provide a listing of the Contractor's prior and existing full risk Medicaid managed care contracts serving individuals in the Foster Care and juvenile justice systems or receiving Adoption Assistance for the previous five (5) years. Include the following information:

- a. State name
- b. Contract start and end dates
- c. Number of covered lives
- d. Whether the Contractor provides services regionally or statewide

### b. Office in the Commonwealth

For programs similar to Kentucky SKY, has the Contractor co-located staff in an agency regional office? If yes, describe the factors that influenced that decision and summarized the outcome of the co-location in coordinating of services for program participants.

c.

Staffing

- i. Describe the Contractor's proposed approach to staffing for the Kentucky SKY program under this Contract, including the following information at a minimum:
  - a. Description of how the organizational structure provides innovative solutions for meeting programmatic goals specific to the Kentucky SKY program and Kentucky SKY Enrollees and supports stakeholder groups (e.g., Kentucky SKY Enrollees, providers, partners, among others).
  - b. Description of how the organizational structure will support whole-person integrated care, population health and overall improvement in health outcomes in a cost-effective manner for the Kentucky SKY program.
- ii. What prior experience will the Contractor require staff to have had in serving populations similar to Kentucky SKY Enrollees?
- iii. Provide a narrative description of the Contractor's approaches to recruiting staff for the Kentucky SKY program, including:
  - a. Recruitment sources;
  - b. Contingency plans if the Contractor is unable to recruit sufficient numbers of adequately trained staff in a timely basis or if the Contractor's original staffing estimates are too low and for avoiding and minimizing the impact of personnel changes;
  - c. How the Contractor will assure the Department that sufficiently experienced, licensed and trained personnel are available to support implementation and ongoing administration of the Kentucky SKY program; and
  - d. How the Contractor will seamlessly transition staff, if necessary, from implementation to ongoing operations.
- iv. A listing of Full-Time Kentucky SKY Key Personnel identified in RFP Attachment C "Draft Medicaid Managed Care Contract and Appendices," and as otherwise defined by the Contractor, including:
  - a. Individual names, titles, job descriptions, qualifications and full-time equivalents (FTEs) who are dedicated one hundred percent (100%) to the Kentucky SKY program under this Contract with no other responsibilities outside of the Kentucky SKY

- program, as well as their office locations for this Contract. An FTE is defined as the ratio of the total number of paid hours divided by the total number of working hours in the period. Annually, an FTE is considered to be 2,080 hours.
- b. Whether each Full-time Kentucky SKY Key Personnel position will be filled by a Contractor's employee or a Subcontractor. Identify the number of FTE Subcontractor staff who will be one hundred percent (100%) dedicated to the Kentucky SKY program.
  - c. Resumes, including information such as degrees, credentials, clinical licensure as applicable, years and type of experience. Include as an Appendix or Attachment to the Proposal.
- v. Overview of the Contractor's proposed training of staff to fulfill all requirements and responsibilities of RFP Attachment C "Draft Medicaid Managed Care Contract and Appendices," for all operational areas. Provide the Contractor's proposed training program and curriculum for all staff specific to areas of responsibility. Include information about the topics for which staff will receive training, how trainings will differ for new staff members versus ongoing trainings and related training schedules.
  - vi. Overview of Contractor's approach to monitoring Subcontractors' progress in recruiting and training of staff to meet all requirements of RFP Attachment C "Draft Medicaid Managed Care Contract and Appendices."
  - vii. Retention approach for Full-time Kentucky SKY Key Personnel.
  - viii. Provide a detailed description of the Contractor's organizational structure for the Kentucky SKY program under this Contract, including an organizational chart that displays the following:
    - a. Management structure, lines of responsibility, and authority for all operational areas of this Contract.
    - b. How the Kentucky SKY fits into the overall organizational structure of the Parent Company.
    - c. Where Subcontractors will be incorporated.
  - ix. A summary of how each Subcontractor will be integrated into the Contractor's proposal performance of their obligations under the Contract to ensure a streamlined experience for the Kentucky SKY Enrollees, Providers and the Department.
  - x. Identification of staff positions that will be based (1) in the Contractor's Kentucky office(s), (2) in the field, and (3) at a corporate office of the Contractor or Subcontractors. Information should include physical

locations for all Contractor operational areas to support this Contract.

- xi. Number of proposed FTEs dedicated to the Kentucky SKY program, by position type and operational area and how the Contractor determined the appropriateness of these ratios.
- xii. Describe the roles and responsibilities of Care Coordinators and Care Coordination Team. How will the Contractor maintain adequate Kentucky SKY to Kentucky SKY Enrollee ratios and number of Care Coordination personnel and management staff having expertise in Physical Health, Behavioral Health, and the Kentucky SKY Enrollee to build Care Coordination Teams?

Provide the Contractor's approach to locating the Care Coordinators areas in which they serve.

### 3. Kentucky SKY Implementation

- a. Describe the Contractor's approach to project management, including a summary of responsibilities for project governance and how the Contractor will track action items, risks and issues, as well as contingency and mitigation plans. At a minimum, the implementation plan must include elements outlined in the RFP, for example:
  - i. Establishing an office location and call centers;
  - ii. Provider recruitment activities;
  - iii. Staff hiring and a training plan;
  - iv. Establishing interfaces to information systems operated by the Department and DCBS; and
  - v. Communicating with and educating Network Providers and Kentucky SKY Enrollees through a web site and required materials, and how that interaction will support program participation and program goals.
- b. Describe the Contractor's approach for building relationships with DCBS staff at the Service Region and county level, and with Department for Juvenile Justice (DJJ) staff at the Community District level to support enhanced coordination of care, reduced duplication of services, and improved access to the most appropriate services to meet the needs of Kentucky SKY Enrollees. Please address education, training, communications, and process development.

### 4. Kentucky SKY Contractor Educational and Training Requirements

- a. Describe the Contractor's proposed approach for collaborating with experts including the Department, DCBS, and DJJ) to identify Provider training needs. Please

- include examples from other Contractor programs exhibiting collaboration with state agencies to identify training needs.
- b. How will the Contractor ensure that the Contractor's staff and Network Providers (including but not limited to hospitals, pharmacies, and specialty Providers) receive in-depth training on the Kentucky SKY program, including what is and is not allowable exchange of information in a HIPAA-compliant organization, to preserve and support continuity of care. Describe how the Contractor will ensure Network Providers are aware of the requirements of the Kentucky SKY program, and how the needs of this population may differ from those of the Medicaid managed care population?
  - c. Describe how the Contractor will educate Law Enforcement Officials, the courts, judges, attorneys, and judges about the Kentucky SKY program.

## 5. Kentucky SKY Enrollee Services

- a. Describe the Contractor's proposed approach for coordinating with the Department, DCBS, and DJJ to ensure Kentucky SKY Enrollees begin receiving services immediately upon entering Foster Care. Please include the Contractor's experience expediting enrollment in other markets.
- b. The eligibility of Kentucky SKY Enrollees often changes due to their status in Foster Care or the juvenile justice system. Describe the Contractor's proposed process for resolving Enrollment and eligibility discrepancies. Include the Contractor's approach for collaborating with the Department, DCBS and DJJ in resolving eligibility issues.
- c. Describe the Contractor's proposed process to assign Kentucky SKY Enrollees to a PCP within two (2) Business Days of Enrollment. Include a discussion of the Contractor's approach to:
  - i. Assist Kentucky SKY Enrollees to select a PCP and auto-assign Kentucky SKY Enrollees who do not make a selection within the required timeframes
  - ii. Work with the Department, DCBS, DJJ, Foster Parents, and Adoptive Parents to assign PCPs
  - iii. Track data to confirm that every Kentucky SKY Enrollee is assigned to a PCP.
  - iv. Inform PCPs of new Kentucky SKY Enrollees within the required timeframes.
  - v. Confirm that PCPs received the list of assigned Kentucky SKY Enrollees
  - vi. Provide a sample of the report the Contractor will use to notify PCPs of their assigned Kentucky SKY Enrollees.
- d. Describe the Contractor's proposed process for communicating with Kentucky SKY Enrollees about their PCP assignments and encouraging Kentucky Care Enrollees

to schedule regular appointments with their assigned PCPs and keep scheduled appointments. Include how the Contractor will identify and work with Kentucky SKY Enrollees to resolve barriers to keeping appointments and how the Contractor will work with resources available at the Department, DCBS and DJJ to communicate with Kentucky SKY Enrollees. Include a discussion of how this process would differ when communicating about their Dental Provider assignment and encouraging Kentucky SKY Enrollees to schedule and keep regular appointments with Dental Providers.

- e. Foster Care (FC) Enrollees and Juvenile Justice (JJ) Enrollees often experience changes in placement. These placement changes may require assignment of new PCPs and Dental Providers. Describe the Contractor's proposed process to assess a FC or JJ Enrollee's access to a PCP and Dental Provider timely after a change in FC Enrollee or JJ Enrollee placement and assigning a new PCP or Dental Provider if the prior Provider no longer meets access standards.
- f. Describe the Contractor's process for engaging Adoptive Parents who request to opt out of the Kentucky SKY program to stay enrolled, including:
  - i. Process for outreach and engagement of Adoption Assistance (AA) Enrollees.
  - ii. Conducting surveys with AA Enrollees to determine the reason for opting out of the Kentucky SKY program.
  - iii. Attempts for periodic re-engagement after Disenrollment.
  - iv. Include how the Contractor will use results from the survey to improve the program.
- g. Provide the Contractor's proposed plan for providing Kentucky SKY Enrollees with ID cards in the required timeframes (be issued initially within five (5) Calendar Days of receipt of the eligibility file from the Department and reissued within five (5) Calendar Days of a request for reissue) in the following instances:
  - i. Report of a lost ID card.
  - ii. A Kentucky SKY Enrollee name change.
  - iii. A new PCP assignment.
  - iv. FC or DJJ Enrollee moves to a new placement or for any other reason that results in a change to the information disclosed on the Kentucky SKY Enrollee's ID card.
- h. Describe how the Contractor will address and manage crisis calls during business hours as well as after hours.
- i. Describe the processes, protocols and guidelines the Contractor will use to achieve maximum stability and the best outcomes for Kentucky SKY Enrollees in crisis as

well as avoid inappropriate and unnecessary Emergency Care and hospital admissions. Describe how the Contractor will prioritize emergency and crisis calls over routine calls, protocols that will be in place to support warm transfers, and what technology the Contractor will have to enable direct telephonic/computer connectivity to emergent and crisis intervention resources.

- j. Describe trainings and resources the Contractor will provide to call center staff related to recognition and management of crisis calls to ensure the most expedient and risk-reducing outcomes, including a description of the level and type of training.

## 6. Provider Network

- a. Explain the Contractor's plan to develop a comprehensive Provider Network that meets the unique needs of Kentucky SKY Enrollees. The plan must address the following:
  - i. Approach to contract with PCPs and specialty Providers who are trained or experienced in Trauma-informed Care and in treating individuals with complex special needs, and who have knowledge and experience in working with children in Foster Care and those children receiving Adoption Assistance.
  - ii. Recruitment strategy, including processes for identifying network gaps, developing recruitment work plans, and carrying out recruitment efforts.
  - iii. Strategy for contracting and retaining specialists unique to the Kentucky SKY populations and perhaps different from those in the Medicaid managed care Provider network and how the Contractor will provide access to specialists not included in the Provider Network.
  - iv. Process for continuous network improvement, including the approach for monitoring and evaluating Provider compliance with availability and scheduling appointment requirements and ensuring Kentucky SKY Enrollees have access to care if the Contractor lacks an agreement with a key Provider type in a given DCBS Service Region or DJJ Community District.
  - v. How the Contractor will ensure appointment access standards are met when Kentucky SKY Enrollees cannot access care within the Provider Network.
- b. Provide an example of how the Contractor has contracted for similar networks for similar populations in other programs. Provide a workplan to contract with Kentucky SKY Network Providers, with accountabilities and timelines.

## 7. Provider Services

Provide the Contractor's proposed approach to Provider outreach and education. Include a description of how initial training will differ from

ongoing training. Describe proposed training materials including but not limited to:

- a. Coordinating services;
- b. Care Coordination Teams;
- c. Training in Trauma-informed Care (include sample materials);
- d. Crisis services;
- e. Child and Adolescent Needs and Strengths (CANS);
- f. High Fidelity Wraparound approach;
- g. Impact of ACEs;
- h. Neonatal Abstinence Syndrome (NAS);
- i. Six Seconds Emotional Intelligence (SEI); and
- j. Screening for and identification of Behavioral Health needs.

## 8. Covered Services

- a. Describe the Contractor's approach for ensuring the successful completion of required assessments and screenings. Please include a description of the following:
  - i. How the Contractor will coordinate with Kentucky SKY Enrollees, the Department, DCBS, DJJ, and families. Address the involvement of any other sister agencies in the description.
  - ii. How the Contractor will ensure assessments are initiated immediately upon a Kentucky SKY Enrollee's Enrollment in the Kentucky SKY program.
  - iii. How the Contractor will meet standards for Early and Periodic Screening, Diagnostic and Treatment (EPSDT) screening.
  - iv. Any challenges that the Contractor anticipates in completing required assessments and how it will mitigate these challenges.
  - v. Provide examples of how the Contractor has succeeded in providing assessments to individuals similar to those required for the Kentucky SKY Enrollees.
  - vi. Include examples of Trauma assessment or screening tools the Contractor would recommend the Department consider for the use in identifying Trauma in Kentucky SKY Enrollees.
- b. Submit the proposed screening tool the Contractor will use to develop the Kentucky SKY Care Plan. Include a description of how the Contractor will use the results of assessments that sister agencies have conducted in developing the Care Plan.

Provide examples of prior tools the Contractor has used for other similar programs and detail how these tools have contributed to the Contractor achieving program goals.

- c. Describe its comprehensive approach to providing Crisis Services, including in home services, to Kentucky SKY Enrollees.
- d. Describe the Contractor's experience in providing services through a holistic, person-centered approach, utilizing a High Fidelity Wraparound approach.
- e. Describe how the Contractor will develop and provide interventions that will help develop resiliency in Kentucky SKY Enrollees who have been exposed to Trauma and ACEs.
- f. Describe the role of non-medical factors (e.g., placement changes) that may drive inappropriate utilization of medical resources and how the Contractor will account for those factors in the delivery approach. As part of the response, include how the Contractor will identify and leverage non-Medicaid resources that may be available in a community environment, including how it will assist such community-based resources that may serve an important role in the Kentucky SKY Enrollees' overall physical and Behavioral Health care needs and goals even if they are not traditional Medicaid services. Provide examples of any community organizations that the Contractor anticipates involving to provide services to support Kentucky SKY Enrollee' needs and goals.

## 9. Health Outcomes

Describe what measures beyond traditional Healthcare Effectiveness Data and Information Set (HEDIS) scores the Contractor would recommend to determine that its Care Management, Care Coordination, and Utilization Management services and policies are having a meaningful impact on the health outcomes of Kentucky SKY Enrollees.

## 10. Population Health Management and Care Coordination

- a. Describe plan for identifying and coordinating care for those Kentucky SKY Enrollees with the most immediate service needs leading up to and immediately following implementation of the Kentucky SKY program.
- b. Describe how the Vendor would identify and monitor new Kentucky SKY Enrollees with high physical or behavioral health needs to ensure continuity of care.
- c. Describe how the Vendor will stratify Kentucky SKY Enrollees into tiers for Care Management services.
- d. Provide a description of the Vendor's targeted evidence based approaches applicable to the Kentucky SKY populations. Provide details on the Vendor's approach for ensuring Network Providers' compliance with evidence based approaches mandated by the Vendor for Kentucky SKY Enrollees.

- e. Provide a description of the Vendor's approach for ensuring Network Providers are providing Trauma-informed Care to Kentucky SKY Enrollees.
- f. Describe how the Vendor will use telemedicine and telehealth to improve quality or access to physical and Behavioral Health services.
- g. Describe how the Vendor will capture data related to Social Determinants of Health and incorporate this information into its Care Management approach.
- h. Describe how the Vendor will coordinate with the Department, DCBS, DJJ, and physical and Behavioral Health Providers to ensure each Provider has access to the most up-to-date medical records for Kentucky SKY Enrollees.

#### **11. Utilization Management**

- a. Describe how the Vendor will collaborate with Network Providers, the Department, DCBS, and DJJ to provide coordinated care for those Kentucky SKY Enrollees accessing psychotropic medications.
- b. Describe how the Vendor will collaborate with the Department, DCBS, DJJ, hospitals, psychiatric residential treatment facilities (PRTFs), residential providers, physical and Behavioral Health Providers and others on Discharge Planning needs of Kentucky SKY Enrollees across all levels of care.

#### **12. Aging Out Services**

Provide the Vendor's recommendations for enhancing the services and outcomes for FC Enrollees, Former Foster Care Enrollees, and JJ Enrollees aging out of Care and the Kentucky SKY program. Provide examples of services or tools the Vendor has used for other similar programs and detail how these tools have contributed to the Vendor achieving program goals.

#### **13. Use Cases for Kentucky SKY**

Submit a response to the following use cases. The Department encourages the Vendor to provide a thorough response and suggest innovative ways to fulfill the requirements of this Contract.

The use cases represent hypothetical Kentucky Enrollees, families, Providers, or entities. Responses must include, at a minimum, the program and services listed within each use case, but the Vendor is not limited to responding only to those areas. The Vendor should include any limitations or exceptions to providing the programs and services listed.

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The Vendor's response may ~~include not exceed six (6) pages per use case, and may include in those six (6) pages~~ detailed narratives, diagrams, exhibits, or detailed information specifically tailored for Kentucky SKY to demonstrate its ability to meet or exceed requirements.

#### **USE CASE 1**

Based on feedback from experienced DCBS Social Service Workers, certain providers in the Eastern Mountain Service Region have limited knowledge of trauma-informed evidence based practices. The DCBS caseworkers have documented numerous examples where Emergency Department (ED) staff and physicians/office staff neglected to conduct and document trauma assessments on children and youth, exacerbated trauma when physical assessments were performed on pre-teen girls, and failed to seek medical records before ordering duplicate testing/services.

Describe how the Vendor would address and ensure the delivery of trauma informed care by the contracted provider network for the Kentucky SKY membership. In particular, address how it assesses providers' knowledge of trauma informed care, the approach for targeted provider education at regional and state levels, as needed, and plans for collaborating with DCBS staff. At minimum, address the following in its response:

- a. Evidenced based practices and trauma-informed care for the Kentucky SKY membership;
- b. Unique needs of children and youth in Foster Care;
- c. Access to and sharing of medical records
- d. Provider contracting;
- e. Provider education and ongoing support;
- f. Performance monitoring;
- g. Cultural competency; and
- h. Community engagement.

#### **USE CASE 2**

Kimberly, 15 years old, has been in foster care for two years with placements in three different Service Regions during that period. She was placed in foster care following a report from her school that she came to school exhausted and hungry. Kimberly's teacher, who had been concerned about her outbursts at school, was able to get Kimberly to describe violence at home between her mother, Linda, and Linda's boyfriend. Kimberly would care for her two younger siblings, ages five and two, when the adults in the house fought and used drugs. Twice a week, Kimberly asked neighbors for food for her siblings, and occasionally stole money from

Linda's boyfriend to buy food at a nearby gas station/food mart.

Upon investigation, the Social Service Worker found a filthy house without food in the refrigerator or kitchen cabinets. Kimberly's siblings were dirty and hungry. Kimberly told the Social Service Worker that Linda and her boyfriend would fight and use drugs "all of the time". Kimberly's siblings were placed in separate foster homes but have since been reunited with their mother. Linda now lives in eastern Kentucky, approximately 200 miles from Kimberly's current foster home.

After coming into foster care, Kimberly has been suspended from school four times for behavior issues. She has a pattern of absences, and is currently failing most of her classes. Kimberly has a 17 year old boyfriend and is sexually active. Attempts at reunification with her mother have failed after Linda expressed concerns over Kimberly's anger and hostility.

During a recent appointment for birth control, the PCP noted multiple cuts on Kimberly's arms and legs as well as healed scars. She told her physician that she was depressed, couldn't focus on school, and wanted to run away from home. The PCP prescribed an antidepressant and referred her to a behavioral health specialist. Kimberly was reluctant to visit a specialist and scheduling appointments was challenging for her foster parents given the lack of providers within 45 miles of their home. Kimberly's foster parents contacted the Social Service Worker about their concerns over Kimberly's behavioral health issues and the availability of providers.

To her classmates and on social media, Kimberly began describing her suicidal thoughts. Over the weekend, Kimberly's foster parents found her unconscious with a suicide note on the bedside table. Kimberly had overdosed on pain medication she found in her foster parents' medicine cabinet.

Kimberly had to stay in the ED for three days pending availability of a bed. Her foster parents discussed care options with the Social Service Worker and described their fears once Kimberly returns home. The Social Service

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Worker was unable to find a residential facility with an available bed and the hospital initiated plans to discharge Kimberly.

Describe how the Vendor would address Kimberly's situation and coordination with the DCBS Social Service Worker, the ED, residential facilities, behavioral health providers, foster parents, and mother. At a minimum, address the following programs and services:

- a. Care management, including coordination with the foster parents;
- b. Discharging planning between levels of care;
- c. Network adequacy and availability of services;
- d. Availability and utilization of telehealth for behavioral health services;
- e. Applicable evidence based practices; including psychotherapeutic interventions;
- f. Prescribing psychotropic medications and documentation in medical records (e.g., rationale, follow-up assessments and monitoring, etc.);
- g. Coordination of transportation, if needed;
- h. Provider contracting;
- i. Provider education and support;
- j. Access to and sharing of medical records; and
- k. Maintenance of the care plan.

### **USE CASE 3**

Shakira, 16 years, entered foster care two months ago after her primary caregiver, her grandmother, Mrs. Miller, passed away. Shakira was nine years old when she went to live with her grandmother in Lexington after her mother was incarcerated twice for shoplifting and drug possession with intent to sell.

Before the death of her grandmother, Shakira was an excellent student, a member of the swim team, played the clarinet in the school band, and hoped to go to the University of Kentucky (UK) to fulfill her dream of becoming a veterinarian. She had a boyfriend, Mike, who was the star player on the school's baseball team. Mrs. Miller had a full-time job with a modest income and was supportive of her granddaughter's studies and extracurricular activities. Shakira and her grandmother had discussed UK scholarship opportunities with the high school counselor.

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Three months ago, Shakira's PCP confirmed that she was pregnant in her first trimester. Shakira and her grandmother discussed options: keep the baby, adoption, and abortion. Eventually, they decided to keep the baby to raise in their home. Mike and his parents strongly recommended adoption and refused to be involved in the baby's support or upbringing. Within a week of the final discussion with Mike, Mrs. Miller died from a myocardial infarction. She was found in her home by Shakira when she came home from band practice.

Shakira stayed with school friends for two weeks but the school counselor contacted DCBS and Shakira was placed in foster care. After two weeks in a Lexington group home, Shakira was placed in a private foster home in Bowling Green. Shakira began seeing an OB/GYN and made plans to keep her baby. She was also diagnosed with depression resulting from the death of her grandmother and transition to a foster home in Bowling Green. Shakira stopped talking about her dream to become a veterinarian.

Shakira's foster parents wanted both Shakira and her baby to stay with them as a teen mother and baby in foster care. The foster parents expressed concerns to the DCBS Social Service Worker, however, about Shakira's depression, poor school performance, and development of her skills to care for a baby.

Describe how the Vendor would address Shakira's situation and coordination with the DCBS Social Service Worker, the foster family, physical and behavioral health providers, transition from the family to the community, and community resources. At a minimum, address the following programs and services:

- a. Care management;
- b. Access to and coordination between physical health providers (e.g., OB/GYN, pediatrician) and behavioral health providers;
- c. Access to network providers;
- d. Discharge planning for all levels of care;
- e. Coordination of school based services and an Individualized Education Plan
- f. Community services for parenting skills;
- g. Applicable evidence based practices;
- h. Coordination of transportation, if needed;

- i. Options for aging out of foster care and risk management;
- j. Social determinants of health;
- k. Provider education and support;
- l. Access to and sharing of medical records; and
- m. Maintenance of the Care Plan.

#### **USE CASE 4**

Kirk is a 3 year old with cerebral palsy (CP), hydrocephalus with a ventriculoperitoneal (VP) shunt, and seizures. He was placed in foster care when he was two months old after his parents terminated parental rights. Kirk has been in six different foster homes in four different Service Regions. He is on multiple medications for his CP symptoms, including anticonvulsant medication. His infant VP shunt was replaced when Kirk turned two years old but two foster homes have reported problems with the shunt and repeated follow-up visits with the pediatrician and pediatric neurosurgeon. Access to a pediatric neurosurgeon and the availability of Kirk's medical records as his placements change have been a significant problem. In addition, medication management and pharmacy records are problematic for the DCBS Social Service Worker and foster parents.

Kirk's current foster family lives in a rural community in Webster County. They have discussed adoption with the Social Service Worker but expressed concerns with access to the care that he needs in the long-term. The family has attempted to access care at the nearest children's hospital but availability of appointments was problematic. The family now must travel to Cincinnati Children's Hospital, which is more than a nine hour roundtrip commute. The travel and time off from work are hardships for the foster family but their primary concern is for Kirk's health. The foster family is concerned about availability of primary care and dental providers, clinical specialists (e.g., pediatric neurosurgeons), specialists to support his cognition, behavior, communication and developmental needs, medications to treat his CP symptoms and associated conditions, physical therapy, durable medical equipment, planned family respite care, etc.

Describe how the Vendor would address Kirk's situation and coordination with the Social Service Worker, the foster family, in-state and out-of-state providers, and community

resources. At a minimum, address the following programs and services:

- a. Care management, including coordination to address fragmented care and timeliness of care;
- b. Availability of services and network access, including out-of-state providers;
- c. Availability of services, such as skilled nursing services;
- d. Access to school based services;
- e. Applicable evidence based practices;
- f. Coordination of transportation, as needed;
- g. Community resources;
- h. Social determinants of health;
- i. Planned respite care;
- j. Provider education and support;
- k. Access to and sharing of medical records; and
- l. Maintenance of the care plan.

#### **USE CASE 5**

Enrico, age 16, has a history of violence, aggression, and destructive behavior. Both parents live in the home and Enrico has five siblings, ages two – nine years. Spanish is the primary language spoken by his parent and Enrico often had to interpret for his parents when talking with health care professionals, school officials, and law enforcement. He has a history of harming his parents, siblings, and a family pet. When in middle school he started fires at school and physically bullied younger students. Once in high school, Enrico began experimenting with drugs and alcohol, and was suspended twice for bullying students and destruction of school property. After physically attacking a high school teacher, Enrico was arrested and placed in a DJJ regional juvenile detention center. The charges against Enrico were later dropped so that he could receive treatment.

Enrico's parents refused his request to return home and DJJ and DCBS coordinated his placement in foster care. His behavioral issues in a private foster home (e.g., aggression and destructive behavior) caused him to be relocated to a group home. Despite repeated requests from Enrico, there has been no contact between Enrico and his family since he entered foster care.

Enrico has been prescribed two psychotropic medications at the higher end of the dosage range but hasn't been evaluated by his PCP or behavioral health provider in over a year.

In addition to his ongoing behavioral issues, Enrico has moderate persistent asthma and has a history of several ED visits and one hospitalization related to his asthma over the past two years. His BMI is 25.

With his Social Service Worker, Enrico discussed his loneliness, desire to return home, and regrets over hurting his family, especially his parents. Enrico especially misses his siblings and is anxious to see them or to talk with them over the phone. He expressed his frustration over not being able to talk with his family to discuss how they “can be a family again.” He shared his confusion over who could help him with talking or meeting with his family.

Enrico is ambivalent about remaining in foster care once he reaches his 18th birthday. Sometimes he expresses a desire to leave foster care and, at other times, he states his understanding of the support needed to transition into the community and possibly reconcile with his family. Enrico’s poor performance in school has intensified his feelings of failure and caused him to question whether staying in foster care will be of any value to him.

Describe how it would address Enrico’s situation and coordination with the DCBS Social Service Worker, group home, physical and behavioral health providers, and his family. At minimum address the following programs and services:

- a. Care Management, including coordinated management of his physical and behavioral health conditions
- b. Discharge planning for all levels of care;
- c. Language accessibility;
- d. Psychotropic medications and documentation in medical records (e.g., rationale, follow up assessments and monitoring);
- e. Evidence based psychotherapeutic interventions;
- f. Social determinants of health;
- g. Community resources;
- h. Aging out of foster care;
- i. Access to and sharing of medical records; and
- j. Maintenance of the care plan.

### **USE CASE 6**

Mary is a five year old who was placed in foster care in Louisville when her mom left her in the car for six hours

while visiting and drinking with friends. This is Mary's second placement in foster care within the past year.

Based on the initial assessment by her PCP, it was determined that Mary is deaf, has numerous dental caries, and is malnourished. She has almost no language (minimal speech) and has not been taught sign language. Her affect is flat, and she has almost no expression. After a more detailed assessment, Mary was diagnosed as being cognitively delayed.

The DCBS Social Service Worker was unable to locate medical, dental or pharmacy records, or evidence that Mary had been prescribed hearing aids. Mary's mother provided vague information about visits to a pediatrician, immunization history, and dental care.

Describe how the Vendor would address Mary's situation and coordinate with the DCBS Social Service Worker, parent, and providers. At minimum, address the following programs and services:

- a. Care Management including coordination of multispecialty developmental evaluations and care;
- b. Discharge planning for all levels of care;
- c. Applicable evidence based practices;
- d. School based services;
- e. Social determinants of health;
- f. Community resources;
- g. Access to and sharing of medical records; and
- h. Maintenance of the care plan.

### **USE CASE 7**

Julie is a 17-year-old who has been in the foster care system for ten years. She has minimal contact with her family.

Julie has been placed in residential care. She has been diagnosed with an intellectual disability and low IQ and has a long history of mental health treatment in outpatient and inpatient settings. She has highly variable emotional states, typically brief in duration and reactive to circumstances.

At the time of admission to residential care Julie's medication regimen included chlorpromazine, fluoxetine, lurasidone, lamotrigine, trazodone, and oxcarbazepine. There is limited information about the chronology of medication treatment and no records of psychotherapy services. Julie is not able to provide much information about her response to the medication regimen, and there are no other sources of information. She continues to demonstrate frequent shifts in emotions and aggressive behaviors. On one occasion, she became physically aggressive, which led to assault charges and a 72-hour incarceration.

The Social Service Worker and behavioral health providers are evaluating treatment in a setting that is a lower level than acute care but more structured than a PRTF.

Describe how the Vendor would address Julie's situation and coordination with the DCBS Social Service Worker, and physical and behavioral health providers. At minimum address the following programs and services:

- a. Care Management;
- b. Discharging planning for all levels of care;
- c. Prescribing psychotropic meds and documentation in medical records (e.g., rationale);
- d. Evidence based psychotherapeutic interventions;
- e. Viability of aging out of foster care;
- f. Option for transitioning to an applicable waiver;
- g. Access to and sharing of medical records; and
- h. Maintenance of the care plan.

### **USE CASE 8**

Amanda, 10 years old, was born with multiple heart defects that affected blood flow between her heart and lungs. Amanda was placed into foster care when she was five (5) after her mother, a substance abuser, was incarcerated for neglect of a dependent. She has had multiple open-heart surgeries, bouts of pneumonia, and frequent ED visits. Amanda's initial placement was with her aunt who could no longer care for her due to the stress of managing Amanda's level of care. Amanda's second foster home placement is with a family located in eastern Kentucky with two (2) additional foster children, ages 6 and 8, in the home. The family has one car and transportation is an issue when it is needed to transport Amanda to appointments with her PCP, pediatric cardiologist, behavioral health therapist, dentist, and other specialists. Amanda's foster father works full-time

as an assistant bank manager and her foster mother does not work outside of the home.

Amanda is on thirteen (13) medications and is oxygen dependent. She frequently exhibits behaviors such as defiance, impulsivity, and disruptiveness. She has been diagnosed with depression and has extended crying spells that trigger tachycardia and cyanotic episodes. Amanda has growing fatigue and is refusing to eat anything other than yogurt, fruit, and breakfast cereal. Amanda has multiple caregivers who assist with activities of daily living, medication management, and monitoring oxygen levels. Amanda participates in home bound school services provided by the public school system, as her health permits.

Over the past six months, Amanda has been to the emergency room nine (9) times for respiratory/cardiac distress. She had three inpatient admissions for pneumonia and evaluation of her cardiac status. During her last visit with the pediatric cardiologist, the family was advised that Amanda's oxygen levels were worsening with significant changes in cardiac function. The pediatric cardiologist recommended another open heart surgical procedure, but advised the family that a heart transplant may be the only viable long-term solution. The foster family met with the cardiologist's Nurse Practitioner to develop a plan for building Amanda's strength prior to surgery or placement on a transplant list. The foster family is struggling to figure out how to keep up Amanda's spirits up and improve her appetite.

Amanda meets the designation of a Medically Complex Child pursuant to 922 KAR 1:350, The Kentucky SKY Contractor is responsible for providing Care Management and nursing consultative services to enrollees who are determined by the Medical Support Section staff to be Medically Complex.

Describe how the Vendor would address Amanda's situation and coordination with the DCBS Social Service Worker, Medically Complex Liaison, foster family, all providers, and community resources. At minimum, address the following programs and services:

- a. Care management, including the assignment of the Nurse Case Manager;
- b. Involvement of Medically Complex service team;
- c. Discharge planning between levels of care;

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- d. Individual Health Plan development and maintenance within specified timeframes;
- e. Availability of and access to providers;
- f. The Medical Passport;
- g. Training and support for caregivers;
- h. Coordination of transportation, as needed;
- i. Coordination of physical and behavioral health services;
- j. Community resources;
- k. Assistance with the Individualized Education Plan;
- l. Social Determinants of Health;
- m. Planned respite care;
- n. Applicable evidence-based practices;
- o. Sharing and review of medical records; and
- p. Maintenance of the care plan.

**SECTION 70 – EVALUATION CRITERIA**

**70.0 Technical Proposal Evaluation**

**PHASE 1 EVALUATION: Medicaid Managed Care Program**

Criteria	Maximum Points Possible
Executive Summary (60.7 A)	25
Company Background - 1. Corporate Experience (60.7 B)	60
Company Background - 2. Corporate Information (60.7 B)	100
Company Background - 3. Staffing (60.7 B)	100
Technical Approach (60.7 C)	1,270
Use Cases (60.7 C.30)	105
Implementation Plan (60.7 D)	30
Emergency Response and Disaster Recovery Plan (60.7 E)	35
Turnover Plan (60.7 F)	25
<b>Maximum Points Possible</b>	<b>1,750</b>

**PHASE 2 EVALUATION: Kentucky SKY (Only scored if the vendor is selected for a Managed Care contract and if the vendor chose to submit a proposal for the Kentucky SKY population.)**

Criteria	Maximum Points Possible
Executive Summary (60.7 G.1)	30
Company Background (60.7 G.2)	100
Kentucky SKY Implementation (60.7 G.3)	60
Kentucky SKY Contractor Educational and Training Requirements (60.7 G.4)	60

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Kentucky SKY Enrollee Services (60.7 G.5)	92
Provider Network (60.7 G.6)	60
Provider Services (60.7 G.7)	50
Covered Services (60.7 G.8)	83
Health Outcomes (60.7 G.9)	30
Population Health Management and Care Coordination (60.7 G.10)	95
Utilization Management (60.7 G.11)	60
Aging Out Services (60.7 G.12)	30
Use Cases Executive Summary (see Section 60.7.A) (60.7 G.13)	400
<b>Maximum Points Possible</b>	<b>1,150</b>

**70.1 Oral Demonstration/Presentation Evaluation, if required**

<b>Criteria</b>	<b>Maximum Points Possible</b>
Demonstration/Presentation	
The Commonwealth reserves the right to require Oral Presentations/Demonstrations to verify or expand on the Technical Proposals. This is the opportunity for the vendor to present and demonstrate the solution and to answer questions or to clarify the understanding of the evaluation committee in accordance with the requirements of this RFP. The Commonwealth reserves the right to reject any or all proposals in whole or in part based on the oral presentations/demonstrations.	200
Scheduling will be at the discretion of the Commonwealth. The Commonwealth reserves the right not require oral presentations/demonstrations if they do not affect the final rankings.	
<b>Maximum Points Possible</b>	<b>200</b>

**70.2 Best and Final Offer (BAFO)**

In accordance with FAP 111-57-00 (3) (h), the Commonwealth reserves the right to request Best and Final Offers (BAFO).

**70.3 Total Proposal Evaluation  
Medicaid Managed Care Program**

<b>Criteria</b>	<b>Maximum Points Possible</b>
Technical Proposal	<del>1,650</del> 1,750

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Oral Demonstrations/Presentations, if required	200
<b>MAXIMUM POINTS POSSIBLE</b>	<b>1,850</b>
	<u>1,950</u>

**Kentucky SKY**

<b>Criteria</b>	<b>Maximum Points Possible</b>
Technical Proposal	1,150
Oral Demonstrations/Presentations, if required	200
<b>MAXIMUM POINTS POSSIBLE</b>	<b>1,850</b>
	<u>1,350</u>

**SECTION 80 – NEGOTIATIONS**

The Commonwealth reserves the right pursuant to KRS 45A.085 to negotiate a contract with the top-ranked vendor. In the event the Commonwealth cannot reach agreement with the top-ranked vendor, it may proceed to negotiate with the next highest ranked vendor, and so on. It is the Commonwealth’s intent to award a contract to the vendor with whom successful negotiations are completed.

**Terms and conditions that may be negotiated at the sole discretion of the Commonwealth include but are not limit to issues related to the Technical and/ or Cost Proposals.**

**SECTION 90 – ATTACHMENTS**

Attachments indicated below may be downloaded by accessing the “Attachment” link found on the solicitation details view page where this RFP was downloaded. Once the Attachment link is accessed, select the file name you wish to download, and select the “Download Attachment” hyperlink. For assistance with downloading these attachments please contact the Commonwealth Buyer.

- Attachment C – Draft Medicaid Managed Care Contract and Appendices**
- Attachment D – Draft Medicaid Managed Care Contract and Appendices (Redlined Version (Previously Published))**
- Attachment E – Exhibits**
- Attachment F – DMS RFP Foster Counts – Results**

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**ATTACHMENT A (1)**

<b>Affidavit Effective Date:</b> _____
<b>Affidavit Expiration Date:</b> _____
<b>Maximum Length One-Year</b>

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS PAGE 1 OF 2**

**FOR BIDS AND CONTRACTS IN GENERAL:**

- I. Each bidder or offeror swears and affirms under penalty of perjury, that to the best of their knowledge:
  - a. In accordance with [KRS 45A.110](#) and [KRS 45A.115](#), neither the bidder or offeror as defined in [KRS 45A.070\(6\)](#), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
  - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in [KRS 45A.485](#); have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
  - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](#), and will remain registered for the duration of any contract awarded.
  - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
  - e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, is not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade, as defined in Executive Order No. 2018-905.
  - f. The bidder or offeror swears and affirms that the entity bidding, and all subcontractors therein, have not violated any of the prohibitions set forth in KRS 11A.236 during the previous ten (10) years, and further pledge to abide by the restrictions set forth in such statute for the duration of the contract awarded.

**FOR “NON-BID” CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):**

- II. Each contractor further swears and affirms under penalty of perjury, that to the best of their knowledge:
  - a. In accordance with [KRS 121.056](#), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in [KRS 121.150](#) to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

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- b. In accordance with [KRS 121.330\(1\) and \(2\)](#), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.
- c. In accordance with [KRS 121.330\(3\) and \(4\)](#), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law. If the bidder, offeror, or contractor becomes non-compliant with any statements during the affidavit effective period, I will notify the Finance and Administration Cabinet, Office of Procurement Services immediately. I understand that the Commonwealth retains the right to request an updated affidavit at any time.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Commonwealth of Kentucky Vendor Code (if known) \_\_\_\_\_

Subscribed and sworn to before me by \_\_\_\_\_  
(Affiant) (Title)

of \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Company Name)

\_\_\_\_\_  
Notary Public

[seal of notary] My commission expires: \_\_\_\_\_







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**Addendum Number:**

**Date: January 27, 2020**

**1**

**BIDDER SHALL CONFORM TO THE FOLLOWING CHANGES AS SAME SHALL BECOME BINDING UPON THE CONTRACT TO BE ISSUED IN RESPONSE TO THIS SOLICITATION.**

**Reason for addendum:**

- All respondents to the solicitation should please note that the Commonwealth of Kentucky and their cabinets/offices/departments will not be issuing letters of support to any MCO.
- To provide the Commonwealth's response to written questions submitted by vendors.

**Vendor Question**

Section 70 Proposal Evaluation  
(Page 79-81)

Will agreeing to subcontract a portion of the contract to a Kentucky Certified Women Owned Business (WBE) result in the award of any bonus points to the Prime Vendors during the RFP Evaluation?

**Commonwealth's Response**

No

**Vendor Question**

Section 70.3  
(Page 80)

The total listed for SKY is 1,850. The total of 1,150 points plus the 200 points for oral presentations should total to 1,350. Please confirm that the total points allowable for SKY is 1,350.

**Commonwealth's Response**

The maximum points possible for Kentucky SKY is 1,350 if oral demonstrations/presentations are held.

**Vendor Question**

Section 60.7 B.2.a  
(Page 29-30)

Additional content was added as the new 60.7 B.2.a. It appears that the hierarchy numbers have an error and are a mix of Roman numerals and Arabic numerals. Should the elements be numbered i, ii, iii, iv, v, and vi?

**Commonwealth's Response**

Please note this correction has been made.

**Vendor Question**

Section 26.2 Attachment C  
(Page 101)

In the contract, Attachment C, Section 26.2, page 101, language about member reassignment references a July 1, 2020 date. Should this date match to the RFP reference, January 1, 2021?

**Commonwealth's Response**

Please note Section 26.2 has been updated.

**Vendor Question**

Section 41.6.4 Attachment C  
(Page 193)

Attachment C, Section 41.6.4 references the date an implementation plan is due as 1/1/2020. What should be the new date for this deliverable?

**Commonwealth's Response**

July 1, 2020

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**Vendor Question**

Signature Page Attachment C  
(Page 313)

The contract signature page references a contract term of July 1, 2020 to December 31, 2025. Should this be revised to match the dates in the RFP, January 1, 2021 to December 31, 2024?

**Commonwealth's Response**

Please note this has been updated.

**Vendor Question**

Section 60.7 B.2.d and B.2.e  
(Page 31)

Please confirm that RFP Sections B.2.d. and B.2.e, are limited to litigation, sanctions, and/or PHI breaches related to Vendors' Medicaid Managed Care business.

**Commonwealth's Response**

60.7 B.2.d should include Vendor, Parent Company, subsidiaries and all Subcontractors. 60.7 B.2.e applies to the Vendor only.

NOTE: If the vendor submitting the proposal has multiple lines of business, all should be included in the response.

**Vendor Question**

Section 60.7 B.2  
(Page 29)

Please confirm that a vendor which is acquired between the Solicitation Closing Date and the announcement of contract awards must amend its proposal to reflect and describe the vendor's new ownership and ultimate parent company, and that the vendor's amended proposal will be the basis for the Commonwealth's evaluation.

**Commonwealth's Response**

Amended proposals are not permitted after the Solicitation Closing Date. Proposals will be evaluated as submitted.

**Vendor Question**

Section 60.7 B.2  
(Page 29)

Please confirm that a vendor which is acquired before the Solicitation Closing Date must respond on behalf of its new owner and its proposal must reflect and describe the vendor's new ownership and ultimate parent company.

**Commonwealth's Response**

All known ownership or control interest is expected to be disclosed in the appropriate sections, including any planned or pending mergers or acquisitions, which would affect the future ownership or control during the contract period.

**Vendor Question**

Section 60.7 B.2  
(Page 29)

As directed in Addendum 2 of the previous procurement, is the Commonwealth accepting attachments, reports, or required supplemental information over ten (10) pages as an electronic file only contained on the thumb/flash drives with the bidder clearly identifying what information is included on the thumb/flash drives?

**Commonwealth's Response**

The Commonwealth would accept thumb/flash drives containing this information in place of a hardcopy; however, it must be in Microsoft Word, Microsoft Excel or PDF format ONLY and shall not include embedded documents, hyperlinks or hyperlinks to videos.

Please clearly identify what information is included on the thumb/flash drive.

**Vendor Question**

Section 70.0

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(Page 79-80)

Please provide detail into the distribution of the 1270 points associated with Section 60.7 C Technical Approach in the Phase 1 Evaluation? Will there be points or weighting allocated by specific question/section or any other further breakdown of allocation/distribution of the 1270 points?

**Commonwealth's Response**

All responsive and responsible proposals received will be evaluated by assigning scores in the categories according to established criteria found in Section 60.7. Copies of the evaluation rubric can be obtained once the procurement process has closed.

**Vendor Question**

Section 70.0

(Page 79-80)

Please describe the approach to evaluation and scoring of the proposals and selection of awardees. Also, please provide the evaluation criteria or rubric(s) to be used in evaluation.

**Commonwealth's Response**

All responsive and responsible proposals received will be evaluated by assigning scores in the categories according to established criteria found in Section 60.7. Copies of the evaluation rubric can be obtained once the procurement process has closed.

**Vendor Question**

Section 70.0 and 70.3

(Page 79-80)

The table under "Phase 1 Evaluation: Medicaid Managed Care Program" shows a total of 1,750 points available for this portion of the evaluation.

However, the table "Medicaid Managed Care Program" in RFP Section 70.3 erroneously shows 1,650 total technical points available instead of the 1,750 shown in the table in 70.0. Please confirm that 1,750 points is the correct figure for the first table in Section 70.3, and that the total number of points in this table would hence be 1,950.

**Commonwealth's Response**

Please note this correction has been made.

**Vendor Question**

Section 60.7.B.2.a(1) and (4) Company Background; Corporate Information

(Page 20-30)

Please identify how Social Security Numbers and DOBs can be provided to the Cabinet in response to this question confidentially and in a manner that is not printed into the rest of our RFP response.

**Commonwealth's Response**

Please mark the information as priority and format in accordance with Section 60.5(A)(2) of the RFP.

**Vendor Question**

Section 60.7.B.2.a Company Background; Corporate Information

(Page 29)

Please correct the regulatory citation; there is no 42 CFR 1.04.

**Commonwealth's Response**

Please note this correction has been made.

**Vendor Question**

Section 60.7

(Page 29)

The scoring matrix for the original 2019 technical proposal submission, obtained from the agency after cancellation of the procurement, clearly indicated page limits for most sections. These page limits appear in the matrix below the section header for each section. Please clarify whether page limits apply to the response to this proposal, and if so, whether those page limits are absolute or simply a guideline for the evaluation committee.

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**Commonwealth's Response**

Responses to this RFP are not required to adhere to page limits.

**Vendor Question**

Section 60.7.C.7.b Encounter Data  
(Page 36)

"Provide the Vendor's Encounter Data Processing policies and Procedures". Is this a request for Formal internal Policies and procedures or are descriptions acceptable?

**Commonwealth's Response**

If there are formal internal policies and procedures, those should be provided. If not, detailed descriptions are acceptable.

**Vendor Question**

Section 60.7.C.19.b.i, Provider Payment Provisions  
(Page 47)

This requirements asks the bidder to "Address...Policies and procedures to meet performance standards and prompt pay requirements for all provider types." Is this a request for Formal internal Policies and procedures or are descriptions acceptable?

**Commonwealth's Response**

If there are formal internal policies and procedures, those should be provided. If not, detailed descriptions are acceptable.

**Vendor Question**

Section 60.7.B.2.g, Company Background; Corporate Information  
(Page 32)

In the 2019 RFP, this requirement for contract information read identically; however, the scoring sheets that were released mention that certain Vendor responses did not address subcontractors or subsidiaries even though the question had not asked for information about subcontractors or subsidiaries. Please confirm that for B.2.g, you are only seeking a response for the Vendor itself, and not for any parent, subsidiaries, or subcontractors of the Vendor.

**Commonwealth's Response**

Please note this correction has been made.

**Vendor Question**

Section 60.7.C.18.e Provider Network  
(Page 46)

Please provide the relative scoring values for provider contracts versus LOIs when scoring the Vendor's provider network.

**Commonwealth's Response**

This information is not available.

**Vendor Question**

Section 41.6.4 Kentucky SKY Implementation Plan  
Draft Medicaid Managed Care Contract and Appendices  
(Page 193)

This requirement states that "The Kentucky SKY Contractor's shall submit an Implementation Plan to the Department by 1-1-2020." Please specify the correct date for submission of the Implementation Plan.

**Commonwealth's Response**

July 1, 2020

**Vendor Question**

Appendix B, Section 20.1, Remedies for Violation, Breach or Non-performance  
Draft Medicaid Managed Care Contract and Appendices

Item 33 of this Appendix, on page 217, says "Failure to provide a written discharge plan or provision of a defective discharge plan for short-term and long-term hospital stays and institutional stays as set forth in Section 20.1 "Utilization Management."

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Please provide the standard and methodology used by the Department to declare that a discharge plan is defective, as indicated in this language.

**Commonwealth's Response**

This should be included in the Vendor's UM plan that will be subject to approval by the Department.

**Vendor Question**

Section 60.6.J Technical Proposal Content

(Page 28)

Section J asks the bidder to submit "Proof of ability to obtain performance bond in the amount of \$30,000,000. (See RFP Section X and Draft Contract Section 39.8)" Please clarify the correct reference for "RFP Section X."

**Commonwealth's Response**

Please note this correction has been made.

**Vendor Question**

Section 40.29

(Page 20)

If an MCO has information in its proposal which it considers proprietary in nature, does the State only want these pages marked as "Proprietary" or should the MCO also redact (black out) the proprietary information?

**Commonwealth's Response**

Please mark the information as priority and format in accordance with Section 60.5(A)(2) of the RFP.

**Vendor Question**

Section 60.5.A.1 and 60.5.A.2

(Page 26)

For documents (i.e. financials, handbooks, etc.) that are large in size (over 10 pages), will the State permit MCOs to submit these documents via flash drive only?

**Commonwealth's Response**

The Commonwealth would accept thumb/flash drives containing this information in place of a hardcopy; however, it must be in Microsoft Word, Microsoft Excel or PDF format ONLY and shall not include embedded documents, hyperlinks or hyperlinks to videos.

Please clearly identify what information is included on the thumb/flash drive.

**Vendor Question**

Section 60.6 C.

(Page 28)

Please confirm that proposers are not required to complete and submit Revenue Form 10A100 as the services awarded under RFP 758 1900000093 are not subject to sales and use tax.

**Commonwealth's Response**

If services are not subject to sales and use tax respondents are not required to complete and submit Revenue Form 10A100.

**Vendor Question**

Section 60.7.B.2

(Page 29-32)

For questions that request "information for Parent Company, affiliates, and subsidiaries", please confirm that a Vendor should also include information for affiliates it intends to acquire or for Parent Company that has publically announced will acquire the Vendor in the near future.

**Commonwealth's Response**

All known ownership or control interest is expected to be disclosed in the appropriate sections, including any planned or pending mergers or acquisitions, which would affect the future ownership or control during the contract period.

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**Vendor Question**

Section 60.7.B.2.c  
(Page 30-31)

RFP Section 60.7.B.2.c requests that Vendors "Demonstrate financial viability...for the past three (3) calendar years or the Vendor or Subcontractor's fiscal years. It further requests copies of audited financial statements only for the most recent completed year. Please confirm that submission of the audited financial statements for the past three years will meet the Department's requirement of evidence.

**Commonwealth's Response**

The Commonwealth cannot advise respondents on their response to this section.

**Vendor Question**

Section 60.7.B.2.d  
(Page 31)

Please confirm that the 10 year time frame in 60.7 (B)(2)(d) pertains to the date when the sanction was issued or when litigation was active and not the date when the underlying offense or injury occurred.

**Commonwealth's Response**

Confirmed

**Vendor Question**

Section 60.7.B.2.d  
(Page 31)

Please confirm that Vendor should include criminal prosecution of company executives as "litigation" in question 60.7 (B)(2)(d).

**Commonwealth's Response**

If the company executive was acting on behalf of the Vendor, this should be included.

**Vendor Question**

Section 60.7.B.2.d  
(Page 31)

Please confirm whether question 60.7 (B)(2)(d) requires Vendor to include the existence of any corporate integrity agreement that it signed with any state or federal regulatory agency.

**Commonwealth's Response**

This is not required.

**Vendor Question**

Section 60.7.B.2.d  
(Page 31)

Please confirm that the 10 year time frame in 60.7(B)(2)(d) should be measured from the date of RFP release (1/10/2020).

**Commonwealth's Response**

Date of bid submission

**Vendor Question**

Section 60.7.B.2.g  
(Page 32)

Please confirm that 60.7(B)(2)(g) is seeking information related to Vendor's experience with Medicaid managed care contracts as well as that of Parent Company, affiliates and subsidiaries.

**Commonwealth's Response**

Please note this correction has been made.

**Vendor Question**

Section 60.7.C.8  
(Page 36)

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Please confirm whether it is the State's intent for proposers to connect to KHIE as well.

**Commonwealth's Response**

Proposers must require their providers and hospitals to submit data to KHIE. MCO's are provided access to KHIE, if requested

**Vendor Question**

Section 60.7.C.9

(Page 36-39)

Does the State plan to share a draft or final Quality Strategy Framework document (containing information such as goals and objectives for the Medicaid managed care quality program, quality performance measures, and methodology for any Medicaid managed care organization pay for performance program) along with the RFP? If not can the State please provide a timeline for release of such a document?

**Commonwealth's Response**

This document is not currently available, but will be provided to those receiving an award.

**Vendor Question**

Section 60.7.C.9.f

(Page 38)

Could the State please share the author and the technical specifications for the quality measures indicated?

- i. Medication Adherence for Diabetes Medications
- ii. Tobacco Use and Help with Quitting Among Adolescents
- iii. Colorectal Cancer Screening

**Commonwealth's Response**

This question is meant to allow Vendors to submit their experience related to the associated conditions. There are no formal specifications.

**Vendor Question**

Section 60.7.C.10.b.i

(Page 39-40)

Can the state provide the required Clinical Coverage Policies that are referenced in this question?

**Commonwealth's Response**

Please review the Draft Contract

**Vendor Question**

Section 60.7.C.18.e.i. and 18e.ii

(Page 46)

Please confirm MCOs are not required to print the Excel workbook requested in 18.e.i and 18.e.ii. for the hard copy binder.

**Commonwealth's Response**

Correct

**Vendor Question**

Section 9.1

ATTACHMENT C - Draft Medicaid Managed Care Contract and Appendices

(Page 52)

Could the State please provide a role description for both the Enrollee and Provider Compliance, Grievance, and Appeal Coordinator(s) and the QAPI Coordinator?

**Commonwealth's Response**

The Department has not developed the role descriptions for these required positions. The Vendor is responsible for developing those roles to support this contract, if awarded.

**Vendor Question**

Section 17.0

ATTACHMENT C - Draft Medicaid Managed Care Contract and Appendices

(Page 68)

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Please confirm whether it is the State's intent for proposers to connect to KHIE as well.

**Commonwealth's Response**

Proposers (MCO's) must require their providers and hospitals to submit data to KHIE.

MCO's are provided access to KHIE, if requested.

**Vendor Question**

Section 26.14 & 26.18

Attachment C- Draft Medicaid Managed Care Contract and Appendix

(Page 106-107)

In reference to part f for those members who cannot be located, could the State provide its definition of a valid address? For example, is a homeless shelter a valid enrollee address? How is valid address defined for our transient enrollee population?

**Commonwealth's Response**

A valid address is one where mail can successfully be delivered directly to the beneficiary.

**Vendor Question**

Section 27.7

ATTACHMENT C - Draft Medicaid Managed Care Contract and Appendices

(Page 111)

Is the State able to provide any information as to the selection of the CVO? If so, how will proposers be made aware and when will they be able to communicate with the CVO regarding the centralized credentialing/recredentialing process?

**Commonwealth's Response**

CVO is still under active procurement. Communication will occur upon award of the CVO contract.

**Vendor Question**

Section 41.10.2.F.3.a & 3.d

ATTACHMENT C - Draft Medicaid Managed Care Contract and Appendices

(Page 197)

Across this requirement, the terms "visit" and "meeting" are both used. Should these terms be considered interchangeable or is the State looking for different interpretation of these requirements?

**Commonwealth's Response**

In this context, a visit is meant to be more of a clinical encounter. I meeting would involve multiple parties in less of a clinical nature. This interpretation is subject to the individual need of the beneficiary.

**Vendor Question**

Section 10.9 Estimated Schedule of RFP Activities

(Page 9)

What is the anticipated Contract Award Date?

**Commonwealth's Response**

Spring 2020

**Vendor Question**

Section 60 Proposal Submission

Please confirm any attachments, including financial statements and network files, that are over 20 pages can be submitted electronically only.

**Commonwealth's Response**

The Commonwealth would accept thumb/flash drives containing this information in place of a hardcopy; however, it must be in Microsoft Word, Microsoft Excel or PDF format ONLY and shall not include embedded documents, hyperlinks or hyperlinks to videos.

Please clearly identify what information is included on the thumb/flash drive.

**Vendor Question**

Section 60 Proposal Submission

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Please confirm large graphics (e.g., Organizational Charts, process flow charts, etc.) may be submitted on 11x17 size paper for clarity and accuracy.

**Commonwealth's Response**

Yes

**Vendor Question**

Technical Proposal Content Section 60.6(J)  
(Page 28)

Please confirm this should say, "See Draft Contract Section 39.8" instead of "See RFP Section X and Draft Contract Section 39.8".

**Commonwealth's Response**

Please note this correction has been made.

**Vendor Question**

Corporate Information Section 60.7(B)(2)  
(Page 29 – 32)

Please confirm that the references in Question 60.7.B.2 to Parent Company, affiliates, subsidiaries, and persons with an ownership or control interest in Vendor include entities and persons that would have such a relationship(s) with Vendor during the term of the contract with the Department under the terms of an existing merger agreement affecting Vendor, whether or not closing has occurred.

**Commonwealth's Response**

All known ownership or control interest is expected to be disclosed in the appropriate sections, including any planned or pending mergers or acquisitions, which would affect the future ownership or control during the contract period.

**Vendor Question**

Corporate Information Section 60.7(B)(2)(b)(ii)  
(Page 30)

Please confirm that Section 60.7(B)(2)(b)(ii) requires Vendors to disclose any agreements by which they receive services from an affiliate.

**Commonwealth's Response**

Correct

**Vendor Question**

Corporate Information Section 60.7(B)(2)(c)  
(Page 30 – 31)

Please confirm that Vendors are required to demonstrate the financial viability of entities with an indirect or direct ownership interest in Vendor of five percent (5%) or more. Please confirm that the financial viability demonstration should include a discussion of existing debt load, credit risk, and capital structure.

**Commonwealth's Response**

Vendors are required to demonstrate the financial viability of entities with all known ownership interests.

The Department cannot advise the Vendor on the Vendor's response to this section.

**Vendor Question**

Section 60.7(B)(2)(d) Corporate Information  
(Page 31)

Please confirm that the sentence "[I]nclude information for Parent Company, affiliates, and subsidiaries" in Question 60.7.B.2.d applies to each of parts i – iii of that question.

**Commonwealth's Response**

Confirmed

**Vendor Question**

Section 60.7(B)(2)(g) Corporate Information  
(Page 32)

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Please confirm that Vendors are required to provide the requested information for the Vendor and entities that would have a Parent Company, affiliate, subsidiary, and person with an ownership or control interest in Vendor during the term of the contract with the Department under the terms of an existing merger agreement affecting Vendor, whether or not closing has occurred.

**Commonwealth's Response**

Section 60.7.B.2.g of the RFP has been updated.

**Vendor Question**

Provider Network Section 60.7(C)(18)(e)(i)

(Page 46)

Please confirm Vendors' network file should include only the total count of provider locations.

**Commonwealth's Response**

The Commonwealth cannot advise respondents on their response to this section.

**Vendor Question**

Provider Network Section 60.7(C)(18)(e)(iii)

(Page 46)

Please confirm Vendors should only submit a chart color coded by provider type by Service Region.

**Commonwealth's Response**

The Commonwealth cannot advise respondents on their response to this section.

**Vendor Question**

Section 60.7.C.18.e.

(Page 45)

RFP Section 60.7.C.18.e. requires the Vendor to "Demonstrate progress toward developing network capabilities for statewide access by providing evidence of existing contracts or signed Letters of Intent with providers by provider type (for the Vendor and Subcontractor). Include the following information at a minimum:

- i. A Microsoft Excel workbook by provider type listing every provider that has signed a contract or Letter of Intent, including the provider's name, specialty(ies), address and county(ies), Medicaid Region(s) served, whether the provider is accepting new patients, accessibility status for individuals with disabilities, language spoken, and the provider's Medicaid Identification Number(s).
- ii. A summary Microsoft Excel worksheet with total provider counts by provider type by Medicaid region and county.
- iii. A statewide Geographic Access report of all providers with LOIs color coded by provider type by Service Region.

Would the Department please provide some clarity regarding the format and instructions for Vendors to prepare a response to this question?

What constitutes "evidence of existing contracts or signed letters of intent"? Are the three requested files (Excel Workbook, Summary Worksheet, and Geo Access Report) considered "evidence" or are Vendors required to submit copies of actual contracts/LOIs? If copies of actual contracts or LOIs are required, due to the volume of material that would entail, would the Department allow Vendors to submit only the signature page of such materials?

Are the items requested in i, ii, and iii required to be included in hard copy with the Vendor's submission, or should they be exclusively on the electronic version?

Will the Department provide a formatted template for Vendor's to use in response to this request, or should vendors create their own?

If the Vendors are expected to create their own templates for this response should the Vendors use the instructions and specifications for Appendix K, MCO Provider Network File Layout to identify the required provider types, specialty codes, etc.?

Are separate files required for the Medicaid Managed Care and SKY proposal?

For item iii, is the Department seeking Geographic Access maps, a summary, or both to satisfy the request? What access standards should be reflected on the report?

For item iii, please confirm which provider types are required for these reports, and is there a specific color coding that is required?

Should Vendors distinguish between contracts and LOIs?

Are there any unique or new provider types required for items i, ii, and iii for the SKY proposal that differs from the specification in Appendix K? If so, please provide the provider type and specialty codes.

Please confirm that Geographical Access reports are required for incumbent Vendors as the request specifically cites LOIs (and not contracts).

Will the Department provide an eligibility file by zip code for the purposes of producing the requested Geographical Access reports? If not, what data should be used to prepare the reports?

### **Commonwealth's Response**

It is up to the Vendor to follow the requirement of the RFP and to determine format when specifications are not defined.

Actual contracts/LOI are not required.

100% of your proposal must be submitted in hard copy form. The electronic copy must match the hard copy.

No, vendors must create their own template.

Appendix K will suffice

The Kentucky SKY population is currently being served by all MCOs so no additional provider types are necessary. However, the vendor has to ensure the SKY population has

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access to the appropriate providers. One report showing all providers for both providers will suffice.

Item iii: Has been updated to read: "A statewide Geographic Access report of all providers (both contracted and LOI) color coded by provider type by Service Region

Yes, all provider types

No, there are not any unique or new provider types

Yes, the RFP has been updated to clarify

<https://chfs.ky.gov/agencies/dms/dafm/Pages/statistics.aspx>

**Vendor Question**

Section 60, Proposal Submission  
(Page 25)

To help save paper and for ease of reviewing the proposal, will the state permit the responder to submit any attachments, reports, or required supplemental information over ten page as an electronic file only with a reference page in the printed proposal informing the reviewer where to find the document?

**Commonwealth's Response**

The Commonwealth would accept thumb/flash drives containing this information in place of a hardcopy; however, it must be in Microsoft Word, Microsoft Excel or PDF format ONLY and shall not include embedded documents, hyperlinks or hyperlinks to videos. Please clearly identify what information is included on the thumb/flash drive.

**Vendor Question**

Section 70.1  
(Page 80)

Does DMS expect to conduct oral presentations as part of the evaluation process? If so, can you provide guidance on anticipated timing; the scope and format of the presentation; and who would be required to attend?

**Commonwealth's Response**

Oral Presentations may be held at the Commonwealth's discretion.

**Vendor Question**

Attachment C

Within the RFP, there is direction to utilize specific software: "The Contractor shall utilize the most recent GeoAccess program versions available and update periodically and on a timeline defined by the Department. The Contractor shall use GeoCoder software along with the GeoAccess application package". Given that GeoAccess was acquired by Quest Analytics in 2017, although it is still in use by many companies, it is no longer being supported. We assume that the option to use Quest Analytics' software is acceptable in lieu of GeoAccess?

**Commonwealth's Response**

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As long as approved by the Department.

**Vendor Question**

Attachment C

The request in the RFP is to use the standards of measure at XX Miles or XX Minutes. Within both GeoAccess and Quest Analytics, there is a user-controlled setting for average miles-per-hour travel speed, categorized by geographical environments of Urban, Suburban, Rural, and Frontier. (Please know that the considerations as to what qualifies as Urban, Suburban, Rural, and Frontier are proprietary within both GeoAccess and Quest Analytics and cannot be modified for this purpose.) Without guidance, it is the arbitrary decision of the user/analyst to set these speeds when Minutes/Time is a deciding parameter. Is the Department willing to define average Miles-per-hour for these four categories?

A recommendation would be the following:

- Urban Average MPH – 25 mph
- Suburban Average MPH – 35 mph
- Rural Average MPH – 55 mph
- Frontier Average MPH – 65 mph

**Commonwealth’s Response**

The Department will not define this through the Q&A process, but will discuss as needed with awarded vendors.

**Vendor Question**

Attachment C

The statement in the RFP – “For calculating distance (Miles), the Contractor shall use the maximums for the amount of time it takes an Enrollee using usual travel means in a direct route to travel from place of residence or work to the Provider’s location” is confusing as it is requesting the Contractor to use a time measure for calculating Miles. In both GeoAccess as well as Quest Analytics, there are options to choose distance as measured by either “as-the-crow-flies” (or straight-line distance between assessed points) or by Estimated Driving Distance (which is more-centered towards actual mapping distance based on available roads).

Is the intent here better clarified by the direction “For calculating Distance (Miles), the Contractor shall use “Estimated Driving Distance” from place of residence or work to a Provider’s location”?

**Commonwealth’s Response**

The Department will not define this through the Q&A process, but will discuss as needed with awarded vendors.

**Vendor Question**

Attachment C.1

The Draft Medicaid Contract and Appendices defines subcontract as, “any agreement entered into, directly or indirectly, by a Contractor to delegate the responsibility **of any major service or group of services**, including administrative functions or Covered Services, **specifically related to securing or fulfilling the Contractor’s obligations under this Contract**. Administrative functions are any requirements under this Contract other than the direct provision of services to Enrollees such as, but not limited to, utilization or medical management, Claims processing, Enrollee grievances and appeals, and the provision of data or information necessary to fulfill Contractor obligations.” Please confirm that for Question C.1, Subcontracts that the Department expects vendors to report subcontractors who are delivering services required under the Draft Contract.

**Commonwealth’s Response**

Vendors are expected to report all subcontracts as defined in the Draft Contract.

**Vendor Question**

	<i>Document Description</i>	<i>Page 103</i>
2000000202	Medicaid Managed Care Organization (MCO) - All Regions	

The previous KY MCO RFP and the reissued RFP do not impose page limits on any of the Proposed Solution or Technical Approach sections or question responses. However, the Technical Proposal Evaluation document for the previous RFP cited page limits for the Executive Summary, most of the Company Background and all of the Technical Approach responses in this section. Please clarify if the Commonwealth is imposing page limits on any of the sections in the RFP.

**Commonwealth's Response**

Responses to this RFP are not required to adhere to page limits.

**Vendor Question**

Section 60.5 A  
(Page 26)

For attachments that are large in size (i.e. financials, handbooks, etc.), will the Commonwealth permit MCOs to submit these documents in a digital-only format (i.e. flash drive)?

**Commonwealth's Response**

The Commonwealth would accept thumb/flash drives containing this information in place of a hardcopy; however, it must be in Microsoft Word, Microsoft Excel or PDF format ONLY and shall not include embedded documents, hyperlinks or hyperlinks to videos. Please clearly identify what information is included on the thumb/flash drive.

**Vendor Question**

Draft Contract 26.2 C  
Attachment C  
(Page 101)

This section states: *If the Contractor was participating in the Managed Care Program as an MCO prior to entering into this Contract, its current Enrollment shall not be reassigned on July 1, 2020.* The new contracts are slated to begin on January 1, 2021. Will there be an opportunity for membership reassignment and releveling?

**Commonwealth's Response**

See updated RFP Section 50.6 and Draft Contract Section 26

**Vendor Question**

Draft Contract 26.2 F  
Attachment C  
(Page 101)

This section states: *In scenarios where multiple MCOs have the same score for the family "MCO network suitability score" and all MCOs are above the minimum threshold, the family shall be assigned on a rotation basis.* There is no minimum threshold defined. What is the minimum membership threshold for a MCO?

**Commonwealth's Response**

See updated RFP Section 50.6 and Draft Contract Section 26

**Vendor Question**

Section 7.1  
Attachment D the Draft Contract  
(Page 50)

Section 7.1 of the Draft Contract references a 4 year initial term and up to 6 additional 2-year periods. However, it also mentions an annual renewal process where the Contractor will be given at least 90 days prior notice of renewal rates and the Contractor must provide 60 days' notice if it intends not to renew. Will this option be an annual process or only upon expiration of the initial or any 2-year renewal term?

**Commonwealth's Response**

Upon expiration of initial or renewal

**Vendor Question**

Section 40.29-Vendor Response and Proprietary Information

	<i>Document Description</i>	<i>Page 104</i>
2000000202	Medicaid Managed Care Organization (MCO) - All Regions	

(Page 20)

Post submission of RFP #RFP 758 1900000093, the Department requested a complete redacted (proprietary information blacked out) electronic version of our RFP response. Would the Department also like the Vendor to submit an electronic un-redacted version of this RFP # 758 2000000202 response on the thumb/flash drive?

**Commonwealth's Response**

Please format all priority information in accordance with Section 60.5(A)(2) of the RFP.

**Vendor Question**

Section 60.6. J-Performance Bond

(Page 28)

The RFP states, "J. Proof of ability to obtain performance bond in the amount of \$30,000,000. (See RFP Section X and Draft Contract Section 39.8)".

We could not locate RFP Section X. Is there a section in the RFP to which we should reference regarding the performance bond.

**Commonwealth's Response**

Please note this correction has been made.

**Vendor Question**

Section 60.7.C.2.c-Corporate Information

(Page 30)

The RFP seeks copies of financial statements from the Vendor and each Subcontractor, which can be very voluminous, in some cases more than 200 pages, as well as other documents from those entities and parent companies. To save paper and for ease of reviewing the proposal, will the Department permit the Vendor to submit any attachments, reports, or required supplemental information over ten pages as an electronic file only with a reference in the printed proposal informing the reviewer where to find the document?

**Commonwealth's Response**

The Commonwealth would accept thumb/flash drives containing this information in place of a hardcopy; however, it must be in Microsoft Word, Microsoft Excel or PDF format ONLY and shall not include embedded documents, hyperlinks or hyperlinks to videos.

Please clearly identify what information is included on the thumb/flash drive.

**Vendor Question**

Section 70.0-Technical Proposal Evaluation (Phase 1 Evaluation)

(Page 79-80)

The Medicaid Managed Care evaluation criteria for the Technical Approach is still valued at 1,270 despite the removal of Kentucky HEALTH. We realize the 20 points may be allocated to a different criteria in the Technical Approach, but we wanted to bring this to your attention.

**Commonwealth's Response**

Please note this correction has been made.

**Vendor Question**

Section 70.3-Total Proposal Evaluation (Medicaid Manage Care Program)

(Page 80)

The Medicaid Managed Care evaluation criteria maximum possible points is 1,750. If oral demonstrations/presentations are required for 200 points, the "Maximum Points Possible" would be 1,950. The current total reflected in the RFP is 1,850.

**Commonwealth's Response**

Please note this correction has been made.

**Vendor Question**

Section 70.3-Total Proposal Evaluation (Kentucky SKY)

(Page 80)

	<i>Document Description</i>	<i>Page 105</i>
2000000202	<i>Medicaid Managed Care Organization (MCO) - All Regions</i>	

The Kentucky SKY evaluation criteria maximum possible points is 1,150. If oral demonstrations/presentations are required for 200 points, the "Maximum Points Possible" would be 1,350. The current total reflected in the RFP is 1,850.

**Commonwealth's Response**

Please note this correction has been made.

**Vendor Question**

Section 41.6.4-Kentucky SKY Implementation Plan  
Attachment C - Draft Medicaid Managed Care Contract and Appendices  
(Page 194)

*"The Kentucky SKY Contractor's shall submit an Implementation Plan to the Department by 1-1-2020."* The updated RFP did not have a new date for the implementation plan. What is the new due date for the SKY implementation plan? Are all documents A-O required to be delivered on this date or only to be included on the implementation plan itself?

**Commonwealth's Response**

July 1, 2020

Documents A-O to be delivered on this date unless otherwise agreed in writing by the Department.