

March 5, 2018

Banner -University Family Care Plan Kathleen Oestreich CEO 2701 E. Elvira Rd. Tucson, AZ 85756

Subject: Notification of Contract Awards AHCCCS Complete Care RFP #YH19-0001

Dear Ms. Oestreich:

AHCCCS is awarding Banner -University Family Care Plan an AHCCCS Complete Care Contract under RFP number YH19-0001 in the following Geographic Service Areas with the Capitation Non-Benefit Costs specified in the attached document.

- Central (Maricopa, Gila, Pinal) (excluding zip codes 85542, 85192, and 85550)
- South (Cochise/Graham/Greenlee/La Paz/Pima/Santa Cruz/Yuma) (including zip codes 85542, 85192, and 85550)

The initial term of this contract award is October 1, 2018 through September 30, 2021, with two (2) two-year options to extend, not to exceed a total contracting period of seven (7) years.

Please find your fully executed Offer and Acceptance Page attached to this letter. Your assigned AHCCCS contract number is <u>YH19-0001-01</u>. Please reference this number on communication with AHCCCS regarding your contract from this point forward.

Please countersign and return this contract award letter no later than seven calendar days from the date of this award letter (March 12, 2018, 5:00 p.m., Arizona time). This information must be emailed to Meggan Harley at ICRFPYH19 Questions@azahcccs.gov.

Per the RFP Section H: Instructions to Offerors, Award of Contract:

The Successful Offeror must accept all awarded GSA(s)/Pima County or decline all awarded GSA(s)/Pima County ...

If a Successful Offeror declines an awarded Contract, the Successful Offeror must ensure that AHCCCS is notified in writing within four calendar days (March 9, 2018, 5:00 p.m., Arizona time) of the date of the award letter. In the event that you fail to return this award letter by the dates noted above, AHCCCS may withdraw this Contract award.

The AHCCCS Complete Care RFP YH19-0001 Procurement File will be made available for public inspection on the AHCCCS website on or about March 5, 2018.



Per RFP Section H: Instructions to Offerors, Award of Contract:

Successful Offerors are required to submit to AHCCCS the deliverables outlined below. Please submit these deliverables to Michelle Holmes, DHCM Operations Manager, via the FTP server by March 28, 2018 with email notification to Michelle.Holmes@azahcccs.gov:

- 1. The Successful Offeror's organization charts:
 - a. Corporate structure, and
 - b. Functional organization chart of the key program areas, responsibilities and reporting lines, and position titles, and portion of time allocated to the AHCCCS Complete Care Contractor lines of business.

If you have any questions regarding this letter contact Meggan Harley.

Sincerely,

Meggan Harley, CPPO/, MSW

AHCCCS Chief Procurement Officer ICRFPYH19 Questions@azahcccs.gov.

(602) 417-4538

Attachments

Kathleen Oestreich

CEO

Banner - University Family Care Plan



NOTICE OF REQUEST FOR PROPOSAL

SOLICITATION # YH19-0001

AHCCCS COMPLETE CARE CONTRACT FOR CONTRACTORS

OFFER

NPI No. (optional)				For clarification of this offer, contact:	
46-3766901 Federal Employer Identification No.: N/A Dun and Bradstreet (DUN) No. Kathleen.Oestreich@bannerhealth.com Email Address:				Kathleen Oestreich Name: Chief Executive Officer	
			_		
				Title:	
			_	520-874-5531	
				Phone!	
Banner - University Family Care Plan				Nachleen Galrech	
Company Name:				Signature of Person Authorized to Sign Offer:	
2701 E. Elvira Road			_	Kathleen Oestreich	
Address:			-	Printed Name:	
Tucson	Arizona	85756	_	Chief Executive Officer	
City	State	Zip		Title:	
1. 2. 3.	The Offeror shall not disc Federal Executive Order 1: The Offeror has not giver opportunity, future emplo	er did not invol riminate again 1246, State Exe n, offered to g yment, gift, lo	lve collusion nst any emp ecutive Ord give, nor int pan, gratuity	n or other anti-competitive practices. ployee or applicant for employment in violation of ler 2009-09 or A.R.S. §§41-1461 through 1465. tends to give at any time hereafter any economic ler y, special discount, trip, favor, or service to a public	
1. 2. 3.	The submission of the offer The Offeror shall not discrederal Executive Order 1.2 The Offeror has not given opportunity, future emploiservant in connection with stipulations required by the statement shall void the or law. The Offeror is /_revenues of \$4 million or law.	er did not involution in the second in the submitted in t	or certifies: Ive collusion Ive collusion Ive condition Ive condition I result in reting contract I sent a small bus	n or other anti-competitive practices. ployee or applicant for employment in violation of ler 2009-09 or A.R.S. §§41-1461 through 1465. tends to give at any time hereafter any economic y, special discount, trip, favor, or service to a public Failure to provide a valid signature affirming the ejection of the offer. Signing the offer with a false and may be subject to legal remedies provided by siness with less than 100 employees or has gross	
1. 2. 3.	The submission of the offer The Offeror shall not discrederal Executive Order 1.2 The Offeror has not given opportunity, future emploiservant in connection with stipulations required by the statement shall void the or law. The Offeror is /_revenues of \$4 million or law.	er did not involution in	or certifies: Ive collusion Ive collusion Ive condition Ive condition I result in reting contract I sent a small bus	n or other anti-competitive practices. ployee or applicant for employment in violation of the derivative process of the secondary of the secondary of the secondary of the secondary of the offer. Signing the offer with a false of and may be subject to legal remedies provided by	
1. 2. 3. 4. 5.	The Submission of the offer The Offeror shall not disc. Federal Executive Order 1.2 The Offeror has not giver opportunity, future emploservant in connection with stipulations required by the statement shall void the orlaw. The Offeror is /_revenues of \$4 million or left of the Offeror is in complian products, services, or main The Offeror certifies that	er did not involution in the submitted i	or certifies: live collusion not any emp ecutive Ord give, nor into oan, gratuity ited offer. I result in re ting contract a small bus is \$18-132 w erred from,	n or other anti-competitive practices. ployee or applicant for employment in violation of the 2009-09 or A.R.S. §§41-1461 through 1465. Itends to give at any time hereafter any economic y, special discount, trip, favor, or service to a public Failure to provide a valid signature affirming the ejection of the offer. Signing the offer with a false and may be subject to legal remedies provided by siness with less than 100 employees or has gross when offering electronics or information technology or otherwise prohibited from participating in any	
1. 2. 3. 4. 5.	The submission of the offer The Offeror shall not disc. Federal Executive Order 1.2 The Offeror has not giver opportunity, future emploiservant in connection with stipulations required by the statement shall void the orlaw. The Offeror is /_revenues of \$4 million or left offeror is in compliant products, services, or main	er did not involution in the submitted i	or certifies: live collusion not any emp ecutive Ord give, nor into oan, gratuity ited offer. I result in re ting contract a small bus is \$18-132 w erred from,	n or other anti-competitive practices. ployee or applicant for employment in violation of the 2009-09 or A.R.S. §§41-1461 through 1465. Itends to give at any time hereafter any economic y, special discount, trip, favor, or service to a public Failure to provide a valid signature affirming the ejection of the offer. Signing the offer with a false and may be subject to legal remedies provided by siness with less than 100 employees or has gross when offering electronics or information technology or otherwise prohibited from participating in any	
1. 2. 3. 4. 5.	The submission of the offer The Offeror shall not discrederal Executive Order 1.2 The Offeror has not given opportunity, future emploiservant in connection with stipulations required by the statement shall void the ordaw. The Offeror is /_revenues of \$4 million or left offeror is in compliant products, services, or main the Offeror certifies that contract awarded by feder	er did not involoriminate again 1246, State Exemple 1246, State Exemple 1246, State Exemple 1246, It is not essential exemple 1246, Statenance; and it is not debatal, state, or local estate, and local estate, and local estate, and local estate, or local estate, or local estate, and local estate, and local estate, and local estate, or local estate, and	or certifies: live collusion inst any emp ecutive Ord give, nor ini- pan, gratuity ited offer. I result in re ting contract a small bus is \$18-132 w erred from, ical governing	n or other anti-competitive practices. ployee or applicant for employment in violation of the 2009-09 or A.R.S. §§41-1461 through 1465. Itends to give at any time hereafter any economic y, special discount, trip, favor, or service to a public Failure to provide a valid signature affirming the ejection of the offer. Signing the offer with a false and may be subject to legal remedies provided by siness with less than 100 employees or has gross when offering electronics or information technology or otherwise prohibited from participating in any	
1. 2. 3. 4. 5. 6. offer, including to provide ications, americans.	The Submission of the offer The Offeror shall not disc. Federal Executive Order 1.2 The Offeror has not giver opportunity, future emplo servant in connection wit stipulations required by the statement shall void the or law. The Offeror is /_revenues of \$4 million or left of the Offeror is in complian products, services, or main The Offeror certifies that contract awarded by feder ACCEPTA all exhibits, amendments all services listed by the indments, etc., and the Contract awarded contract awarded by the indments, etc., and the Contract awarded contract awarded by the indments, etc., and the Contract awarded by the indments, etc., and the Contract awarded contract awarded by the indments, etc., and the Contract awarded contract awarded by the indments, etc., and the Contract awarded contract awarded by the indments, etc., and the Contract awarded contract awarded by the indments and the Contract awarded contract awarded by the indments, etc., and the Contract awarded contract awarded by the indments and the Contract awarded contract awarded by the indments and the Contract awarded contract awarded by the indments awarded contract awarded by the indments awarded contract awarded by the indments awarded contract awarded cont	er did not involution in	or certifies: live collusion nst any emplex ecutive Ord give, nor into oan, gratuity ted offer. I result in re ting contract a small bus \$18-132 w erred from, ocal governm is (to be col osal revisions tract and bus as accepte	n or other anti-competitive practices. ployee or applicant for employment in violation of the 2009-09 or A.R.S. §§41-1461 through 1465. It tends to give at any time hereafter any economic by, special discount, trip, favor, or service to a public Failure to provide a valid signature affirming the ejection of the offer. Signing the offer with a false and may be subject to legal remedies provided by siness with less than 100 employees or has gross when offering electronics or information technology or otherwise prohibited from participating in any ment. Impleted by AHCCCS) Is (if any), contained herein, is accepted. The Contractor is reposed upon the solicitation, including all terms, conditioned by AHCCCS. The Contractor is cautioned not to comme	
1. 2. 3. 4. 5. 6. offer, including to provide ications, amellable work or	The Submission of the offer The Offeror shall not disc. Federal Executive Order 1.2 The Offeror has not giver opportunity, future emplo servant in connection wit stipulations required by the statement shall void the or law. The Offeror is /_revenues of \$4 million or left of the Offeror is in complian products, services, or main The Offeror certifies that contract awarded by feder ACCEPTA all exhibits, amendments all services listed by the indments, etc., and the Contract awarded contract awarded by the indments, etc., and the Contract awarded contract awarded by the indments, etc., and the Contract awarded by the indments, etc., and the Contract awarded contract awarded by the indments, etc., and the Contract awarded contract awarded by the indments, etc., and the Contract awarded contract awarded by the indments, etc., and the Contract awarded contract awarded by the indments and the Contract awarded contract awarded by the indments, etc., and the Contract awarded contract awarded by the indments and the Contract awarded contract awarded by the indments and the Contract awarded contract awarded by the indments awarded contract awarded by the indments awarded contract awarded by the indments awarded contract awarded cont	r did not involution in	or certifies: live collusion and any emplecative Ord give, nor into oan, gratuity ated offer. I result in re ting contract a small bus arred from, a cal government if (to be contract and bus arreat and contract as accepted	n or other anti-competitive practices. ployee or applicant for employment in violation of the 2009-09 or A.R.S. §§41-1461 through 1465. Itends to give at any time hereafter any economic by, special discount, trip, favor, or service to a public Failure to provide a valid signature affirming the ejection of the offer. Signing the offer with a false cut and may be subject to legal remedies provided by siness with less than 100 employees or has gross when offering electronics or information technology or otherwise prohibited from participating in any ment. Impleted by AHCCCS) Is (if any), contained herein, is accepted. The Contractor is repassed upon the solicitation, including all terms, conditions.	

RFP YH19-0001 ACC Capitation Award - Banner-UFC

Non-Benefit Capitation Components by GSA

Component	North	Central Award	South Award
Administrative Expense	N/A	\$18.02	\$18.02
Underwriting Gain Pct Yr 1	N/A	0.84%	0.84%
Underwriting Gain Pct Yr 2	N/A	0.84%	0.84%
Underwriting Gain Pct Yr 3	N/A	0.84%	0.84%

These are the awarded non-benefit capitation rate components. Final capitation rates that include gross medical expense, reinsurance offset, non-benefit costs, premium tax, and any programmatic or other changes, as identified in the RFP, will be issued at a later date.

Administrative Expense

As noted in the Non-Benefit Costs Bid Requirements amended 11/30/17 in the Bidders' Library, Data Supplement for Offerors, Section F, Rate Development Information, AHCCCS will adjust administrative bids after award. Please refer to the document for more information regarding adjustment.

AHCCCS shall determine a ceiling for administrative expense based on a percent of medical expense. If membership assignment results in an administrative expense that would exceed the ceiling determined by AHCCCS, the administrative PMPM will be capped.

Underwriting (UW) Gain

It is AHCCCS' intent to use the UW gain bids per the Non-Benefit Costs Bid Requirements amended 11/30/17 in the Bidders' Library, Data Supplement for Offerors, Section F, Rate Development Information. If AHCCCS elects not to utilize the underwriting gain bids due to CMS requirements, AHCCCS will set the UW gain equal to one percent of the gross medical component.