



STATE OF WASHINGTON  
HEALTH CARE AUTHORITY

**REQUEST FOR PROPOSALS (RFP)**

**RFP NO. 4283**

**PROJECT TITLE:** Mental Health Transformation Plan for Program Assertive Community Treatment (PACT).

**PROPOSAL DUE DATE:** 3/6/2020 3 p.m. *Pacific Standard Time or Pacific Daylight Time*, Olympia, Washington, USA.

E-mailed bids will be accepted. Faxed bids will not.

**ESTIMATED TIME PERIOD FOR CONTRACT:** 3/25/2020 to 06/30/2021.

The Health Care Authority reserves the right to extend the contract for up to two (2) additional one (1) -year periods.

**BIDDER ELIGIBILITY:** This procurement is open to those Bidders that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

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# 1. INTRODUCTION

## 1.1. PURPOSE AND BACKGROUND

The Washington State Health Care Authority, hereafter called “HCA,” is initiating this Request for Proposals (RFP) to solicit proposals from firms interested in participating on a project to provide a Mental Health Transformation Plan for Program Assertive Community Treatment (PACT).

The Program for Assertive Community Treatment is an Evidence Based Practice with distinct Fidelity Standards and a requirement in the funding proviso that new teams be in alignment with the EBP/Fidelity standards which are found here: <https://www.hca.wa.gov/assets/billers-and-providers/PACTProgramStandards.pdf>. Washington State currently has 14 Fidelity PACT teams, seven full teams with a capacity to serve 100 individuals and ten half teams with a capacity to serve 50 individuals. There is at least one PACT team in each region of the state.

Treatment under the program will focus on an individual’s recovery, safety in the community, the promotion of wellness and independence of the individual in their residential structured setting, and the re-establishment to a higher level of social life functioning. These services are designed to support and rehabilitate individuals who are experiencing symptoms of severe mental illness that impact their ability to live in the community. Without this level of intervention clients are at risk of being placed in more restrictive levels of care such as psychiatric inpatient hospitalization or involuntary treatment. Services provided by the PACT shall be delivered by the team through outreach to the client’s residence or other locations in the community as clinically appropriate.

As part of the Governor’s Long Term Plan for Mental Health Care Transformation, the Washington State legislature provided funding to expand the availability of PACT teams across the state. The intent of this expansion is to facilitate the transition of individuals currently being treated in state hospitals and their integration back into the community while at the same time serving as a resource for diversion from civil state hospital stays.

Funding for the teams has been established by the legislature in the 2020-2021 biennium budget. Operational funding will be a mix of Medicaid and general funds that are made available through BH-ASOs and MCOs. The exact amount of funding each team will have to support ongoing operations is subject to the contract(s) each Team negotiates with a local Managed Care Organizations(s).

It is the intent of HCA to award contracts based on regional state-wide needs. The chart below and attachment 1 give an overview of preferred areas for consideration.

The estimates are derived from methodology used to determine the need for PACT teams as submitted to the legislature as part of budget proposal for the 2019 general session. HCA reserves the right to award teams based on the regional needs assessment submitted and this chart is meant to serve as a guideline.

| Region           | Recommended Team Size | Estimated number of teams needed in region |
|------------------|-----------------------|--|
| Great Rivers     | Half                  | 1  |
| Greater Columbia | Full or Half          | 1  |
| King             | Full                  | 2  |
| North Central    | Half                  | 1  |
| North Sound      | Full                  | 2  |
| Pierce           | Full                  | 2  |
| Salish           | Half                  | 1  |
| South West       | Half                  | 1  |
| Spokane          | Full or Half          | 2  |
| Thurston-Mason   | Half                  | 1  |

## 1.2. OBJECTIVES AND SCOPE OF WORK

It is HCA's intent to add five (5) additional PACT Teams to the existing PACT Program. HCA will provide startup funds for five (5) additional teams: three (3) full teams and two (2) half teams. Teams shall be selected based on the regional needs identified by HCA (see Attachment 1). All teams shall comply with Washington State Program of Assertive Community (PACT) Program Standards and PACT Policies & Procedures.

Funding will be for start-up costs to cover the costs of staffing, training, and equipping the team. Startup funds may not be used for capital costs, such as remodeling existing facilities or building new facilities. Continual operating budgets are not funded through HCA, but from contract established with the various MCO contracts.

Offerors may request up to \$54,000 for full team program and up to \$28,000 for half team program costs. Funds provided will include team salary while undergoing the training provided by University of Washington, equipment, any extra training outside of DBHR's provided training, and other costs to be spelled out in the proposal.

Funding will be provided to awarded offerors for startup costs only after the organization provides documentation to HCA of the contractor's contract with one the MCOs to provide ongoing services.

Bidders shall be familiar with the program requirements before submitting a proposal. PACT teams shall be run according to the standards to meet fidelity requirements set out by the legislature.

HCA will accept proposals submitted by Behavioral Health Agencies (BHA), Behavioral Health Administrative Service Organizations (BH-ASO) BH-ASO's or BHA/BH-ASO consortia who can demonstrate regional need to address hospital discharges and diversions and the ability to successfully implement the teams and provide services in a timely manner.

The program standards can be found at:

<https://www.hca.wa.gov/assets/billers-and-providers/PACTProgramStandards.pdf>

and

<https://www.hca.wa.gov/assets/billers-and-providers/pact-pp-guidelines.pdf>

Contracts will be awarded based upon requirements stated in the RFP (documentation of regional and community need, and a demonstration of ability to start up the team in the timeframe required).

HCA reserves the right to negotiate with offerors and award based on regional needs identified.

HCA intends to award multiple contract(s) to provide the services described in this RFP.

## 1.3. MINIMUM QUALIFICATIONS

The following are the minimum qualifications for Bidders:

- 1.1.1 Shall be a licensed Behavioral Health Agency certified to provide Medicaid reimbursable mental health services, to include Outpatient Services (WAC 246-341-0700), Individual Mental Health Services (WAC 246-341-0702), Psychiatric Medication Mental Health Services (WAC 246-341-0712), and Recovery Support Services (WAC 246-341-0718).
- 1.1.2 Shall be able to meet requirements outlined in Washington PACT Fidelity Standards. Link here: <https://www.hca.wa.gov/assets/billers-and-providers/PACTProgramStandards.pdf>
- 1.1.3 Shall comply with annual fidelity reviews of the program standards, policy and procedure guidelines, annual training and participate in technical assistance (TA) provided by HCA.
- 1.1.4 Contractors(s) shall demonstrate how the addition of a new PACT team will add to service capacity in their region to address the needs of individuals who qualify for PACT services and will not replace current PACT team capacity.

- 1.1.5 Contractor(s) shall be experienced with providing services to clients transitioning from hospital settings and working with them to stabilize in the community.

#### **1.4. FUNDING**

Total funding request(s) shall not exceed \$54,000 for full teams and \$28,000 for half teams. Teams shall be in place and ready to deliver services based on their submitted implementation plan and mutually accepted terms with HCA. Proposals in excess of \$54,000.00 for full teams and \$28,000.00 for half teams will be considered non-responsive and will not be evaluated or considered for the program.

PACT services will be purchased through the managed care organizations for Medicaid Enrollees and through the BH ASOs for low-income non-Medicaid individuals.

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

#### **1.5. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (OPTIONAL)**

If the resulting contract is supported by federal funds, such contract may require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this contract, the Apparent Successful Bidder's organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If the organization does not already have one, it may receive a DUNS® number free of charge by contacting Dun and Bradstreet at [www.dnb.com](http://www.dnb.com).

The Apparent Successful Bidder may be required to complete a Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form which must be returned with the signed contract. If applicable, the contract will not be executed until this form has been properly completed, executed, and received by the agency.

Required information about the contracting organization and this contract will be made available on USASpending.gov by the Washington State Health Care Authority as required by P.L. 109-282. As a tool to provide the information, HCA encourages registration with the Central Contractor Registry (CCR) because less data entry and re-entry is required on behalf of both HCA and the contracting organization. Registration can be done with CCR online at <https://www.uscontractorregistration.com/>.

#### **1.6. PERIOD OF PERFORMANCE**

The period of performance for any contract resulting from this RFP is tentatively scheduled to begin March 25, 2020 and to end on June 30 2021.

Contracts awarded under this solicitation shall be operational and providing services for two years after term of contract ends.

Amendments extending the period of performance, if any, will be at the sole discretion of HCA and mutually agreed upon by HCA and the contractor.

HCA reserves the right to extend the contract for up to two (2) additional one (1)-year periods.

## 1.7. CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Bidders should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.

Consider adding all

Definitions for the purposes of this RFP include:

**Apparent Successful Bidder (ASB)** – The Bidder selected as the entity to perform the anticipated services under this RFP, subject to completion of contract negotiations and execution of a written contract.

**Bidder** – Individual or company interested in the RFP that submits a proposal in order to attain a contract with the Health Care Authority.

**Health Care Authority or HCA** – An executive agency of the state of Washington that is issuing this RFP.

**Proposal** – A formal offer submitted in response to this solicitation.

**Request for Proposals (RFP)** – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the bidder community to suggest various approaches to meet the need at a given price.

## 1.8. ADA

HCA complies with the Americans with Disabilities Act (ADA). Bidders may contact the RFP Coordinator to receive this RFP in Braille or on tape.

# 2. GENERAL INFORMATION FOR BIDDERS

## 2.1. RFP COORDINATOR

The RFP Coordinator is the sole point of contact for this procurement. All communication between the Bidder(s) and HCA regarding the RFP solicitation once released to the public shall be with the RFP Coordinator, as follows:

|                |  |
|----------------|--|
| Name           | Earl Payne   |
| E-Mail Address | <a href="mailto:HCAProcurements@hca.wa.gov">HCAProcurements@hca.wa.gov</a> |
| Phone Number   | 360-725-5298   |

Any other communication will be considered unofficial and non-binding on HCA. Bidders are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Bidder.

## 2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

|                             |   |
|-----------------------------|---|
| Issue Request for Proposals | 2/14/20   |
| Questions Due               | 2/21/20   |
| Pre-Offer Conference        | 2/21/20 - 3:p.m.- 4:p.m.<br>Pacific Standard Time |
| Answers Posted              | 2/25/20   |

|  |                                       |
|--|---------------------------------------|
| Complaint Deadline   | 3/2/20                                |
| Proposals Due  | 3/6/20 – 3:p.m. Pacific Standard Time |
| Evaluate Proposals   | 3/12/20 through 3/13/20               |
| Conduct Oral Interviews with Finalists, if required  | N/A                                   |
| Announce “Apparent Successful Bidder” and send notification via e-mail to unsuccessful Bidders | 3/18/20                               |
| Deadline to Request Debriefing Conferences (if requested)                                      | 3/23/20                               |
| Negotiate Contract   | TBD                                   |
| Begin Contract Work  | 3/25/20                               |

HCA reserves the right in its sole discretion to revise the above schedule.

### 2.3. SUBMISSION OF PROPOSALS

#### ELECTRONIC PROPOSALS:

The proposal must be received by the RFP Coordinator no later than the Proposal Due deadline in Section 2.2, *Estimated Schedule of Procurement*.

Proposals must be submitted electronically as an attachment to an e-mail to the RFP Coordinator at the e-mail address listed in Section 2.1. Attachments to e-mail should be in Microsoft Word format or PDF. Zipped files cannot be received by HCA and cannot be used for submission of proposals. The cover submittal letter and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Bidder to the offer. HCA does not assume responsibility for problems with Bidder’s e-mail. If HCA e-mail is not working, appropriate allowances will be made.

Proposals may not be transmitted using facsimile transmission.

Bidders should allow sufficient time to ensure timely receipt of the proposal by the RFP Coordinator. Late proposals will not be accepted and will be automatically disqualified from further consideration, unless HCA e-mail is found to be at fault. All proposals and any accompanying documentation become the property of HCA and will not be returned.

### 2.4. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Proposals submitted in response to this RFP will become the property of HCA. All proposals received will remain confidential until the Apparent Successful Bidder is announced; thereafter, the proposals will be deemed public records as defined in chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Bidder desires to claim as proprietary and exempt from disclosure under chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of a document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Bidder is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words “Proprietary Information” printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Bidder has marked as “Proprietary Information,” HCA will notify the Bidder of the request and of the date that the records will be released to the requester unless the Bidder obtains a court order enjoining that disclosure. If the Bidder fails to obtain the court order enjoining disclosure, HCA will release the requested information on the date



specified. If a Bidder obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, HCA will maintain the confidentiality of the Bidder's information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee will be charged for inspection of contract files, but 24 hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

The submission of any public records request to HCA pertaining in any way to this RFP will not affect the procurement schedule, as outlined in Section 2.2, unless HCA, in its sole discretion, determines that altering the schedule would be in HCA's best interests.

## **2.5. REVISIONS TO THE RFP**

If HCA determines in its sole discretion that it is necessary to revise any part of this RFP, amendments will be published on Washington's Electronic Bid System (WEBS), at <https://fortress.wa.gov/ga/webs/>.

Bidders shall be responsible for ensuring they have all amendments posted regarding the solicitation.

For this purpose, published questions and answers and any other pertinent information will be provided as an amendment to the RFP and will be placed on the website: (Washington's Electronic Bid System (WEBS), at <https://fortress.wa.gov/ga/webs/>).

HCA also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

## **2.6. DIVERSE BUSINESS INCLUSION PLAN**

Bidders will be required to submit a Diverse Business Inclusion Plan with their proposal. In accordance with legislative findings and policies set forth in RCW 39.19, the state of Washington encourages participation in all contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE), set forth in RCW 43.60A.200 for firms certified by the Washington State Department of Veterans Affairs, and set forth in RCW 39.26.005 for firms that are Washington Small Businesses.

Participation may be either on a direct basis or on a subcontractor basis. However, no preference on the basis of participation is included in the evaluation of Diverse Business Inclusion Plans submitted, and no minimum level of minority- and women-owned business enterprise, Washington Small Business, or Washington State certified Veteran Business participation is required as a condition for receiving an award. Any affirmative action requirements set forth in any federal governmental regulations included or referenced in the contract documents will apply.

## **2.7. ACCEPTANCE PERIOD**

Proposals must provide one hundred twenty (120) calendar days for acceptance by HCA from the due date for receipt of proposals.

## **2.8. COMPLAINT PROCESS**

2.8.1. Vendors may submit a complaint to HCA based on any of the following:

- 2.8.1.1. The RFP unnecessarily restricts competition;
- 2.8.1.2. The RFP evaluation or scoring process is unfair or unclear; or

2.8.1.3. The RFP requirements are inadequate or insufficient to prepare a response.

2.8.2.A complaint must be submitted to HCA prior to five business days before the bid response deadline. The complaint must:

2.8.2.1. Be in writing;

2.8.2.2. Be sent to the RFP Coordinator in a timely manner as stated in the solicitation;

2.8.2.3. Clearly articulate the basis for the complaint; and

2.8.2.4. Include a proposed remedy.

The RFP Coordinator will respond to the complaint in writing. The response to the complaint and any changes to the RFP will be posted on WEBS. The Director of HCA will be notified of all complaints and will be provided a copy of HCA's response.

A Bidder or potential Bidder cannot raise during a bid protest any issue that the Bidder or potential Bidder raised in a complaint. HCA's action or inaction in response to a complaint will be final. There will be no appeal process.

## **2.9. RESPONSIVENESS**

The RFP Coordinator will review all proposals to determine compliance with administrative requirements and instructions specified in RFP. A Bidder's failure to comply with any part of the RFP may result in rejection of their proposal and deemed as non-responsive to the solicitation.

HCA also reserves the right at its sole discretion to waive minor administrative irregularities.

## **2.10. MOST FAVORABLE TERMS**

HCA reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Bidder can propose. HCA reserve the right to contact a Bidder for clarification of its proposal.

HCA also reserves the right to use a Best and Final Offer (BAFO) before awarding any contract to further assist in determining the ASB(s).

The ASB should be prepared to accept this RFP for incorporation into any contract resulting from this RFP. The contract resulting from this RFP will incorporate some, or all, of the Bidder's proposal. The proposal will become a part of the official procurement file on this matter without obligation to HCA.

## **2.11. CONTRACT AND GENERAL TERMS & CONDITIONS**

The ASB will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit D. HCA will not accept any draft contracts prepared by any Bidder. The Bidder may submit exceptions as allowed in the Certifications and Assurances form, Exhibit B to this RFP. All exceptions must be submitted as an attachment to Exhibit B. HCA will review requested exceptions and accept or reject the same at its sole discretion.

If accepted HCA will advise Bidder of acceptance and incorporate language into any resulting contract; if rejected HCA will advise Bidder of rejection of exceptions and advise Bidder that all elements of solicitation stand and shall not change.

If, after the announcement of the ASB, and after a reasonable period of time, the ASB and HCA cannot reach agreement on acceptable terms for the Contract, the HCA may cancel the selection and award the Contract to the next most qualified Bidder.

## **2.12. COSTS TO PROPOSE**

HCA will not be liable for any costs incurred by the Bidder in preparation of a proposal submitted in response to this RFP, to include conducting a presentation, or any other activities related in any way to this RFP.

## **2.13. RECEIPT OF INSUFFICIENT NUMBER OF PROPOSALS**

If HCA receives only one responsive proposal as a result of this RFP, HCA reserves the right to either: 1) directly negotiate and contract with the Bidder; or 2) not award any contract at all. HCA may continue to have the bidder complete the entire RFP. HCA is under no obligation to tell the Bidder if it is the only Bidder.

## **2.14. NO OBLIGATION TO CONTRACT**

This RFP does not obligate HCA to enter into any contract for services specified herein.

## **2.15. REJECTION OF PROPOSALS**

HCA reserves the right, at its sole discretion, to reject any and all proposals received without penalty and not to issue any contract as a result of this RFP.

## **2.16. COMMITMENT OF FUNDS**

The Director of HCA or his/her delegate is the only individual who may legally commit HCA to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

## **2.17. ELECTRONIC PAYMENT**

The state of Washington prefers to utilize electronic payment in its transactions. Contractors can access the form to complete at <https://www.ofm.wa.gov/it-systems/statewide-vendorpayee-services> to register and authorize such payment method.

## **2.18. INSURANCE COVERAGE**

As a requirement of the resultant contract, the ASB is to furnish HCA with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The ASB must, at its own expense, obtain and keep in force insurance coverage which will be maintained in full force and effect during the term of the contract. The ASB must furnish evidence in the form of a Certificate of Insurance that insurance will be provided, and a copy must be forwarded to HCA not later than 15 days after the contract effective date.

### **2.18.1. Liability Insurance**

- 2.18.1.1. Commercial General Liability Insurance: ASB will maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit must be at least twice the "each occurrence" limit. CGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance must be written on ISO occurrence from CG 00 01 (or a substitute form providing

equivalent coverage). All insurance must cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Additionally, the ASB is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

- 2.18.1.2. Business Auto Policy: As applicable, the ASB will maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance must cover liability arising out of "Any Auto." Business auto coverage must be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

#### 2.18.2. Employers Liability ("Stop Gap") Insurance

In addition, the ASB will buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

- 2.18.3. Cyber-Liability Insurance / Privacy Breach Coverage. For the purposes of this section the following definitions apply:

**Breach** – means the unauthorized acquisition, access, use, or disclosure of Data shared under any resulting Contract that compromises the security, confidentiality, or integrity of the Data.

**Confidential Information** – is information that is exempt from disclosure to public or other unauthorized persons under 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information and Protected Health Information.

**Data** – means information that is disclosed or exchanged between HCA and Apparent Successful Bidder. Data includes Confidential Information.

**Personal Information** – means information identifiable to any person, including but not limited to, information that relates to a person's name, health, finances, education, business, use, or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver's license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

**Protected Health Information (PHI)** – means information that relates to the provision of health care to an individual, the past, present, or future physical or mental health or condition of an individual, the past, present, or future payment for provision of health care to an individual. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. PHI is information transmitted, maintained, or stored in any form or medium. PHI does not include education records covered by the Family Educational Right and Privacy Act, as amended.

For the term of any resulting Contract and three (3) years following its termination or expiration, ASB must maintain insurance to cover costs incurred in connection with a security incident, privacy Breach, or potential compromise of Data, including:

- 2.18.3.1. Computer forensics assistance to assess the impact of a Data Breach, determine root cause, and help determine whether and the extent to which notification must be provided to comply with Breach notification laws;
- 2.18.3.2. Notification and call center services for individuals affected by a security incident, or privacy Breach;

- 2.18.3.3. Breach resolution and mitigation services for individuals affected by a security incident or privacy Breach, including fraud prevention, credit monitoring, and identity theft assistance; and
- 2.18.3.4. Regulatory defense, fines, and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security law(s) or regulation(s).

#### 2.18.4. Additional Provisions

Above insurance policy must include the following provisions:

- 2.18.4.1. Additional Insured. The state of Washington, HCA, its elected and appointed officials, agents and employees must be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract must be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.
- 2.18.4.2. Cancellation. State of Washington, HCA, must be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer must give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state must be given ten days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The state must be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the state must be given ten days advance notice of cancellation.
- 2.18.4.3. Identification. Policy must reference the state's contract number and the Health Care Authority.
- 2.18.4.4. Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Health Care Authority Risk Manager, or the Risk Manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and 284-15 WAC.
- 2.18.4.5. Excess Coverage. By requiring insurance herein, the state does not represent that coverage and limits will be adequate to protect ASB, and such coverage and limits will not limit ASB's liability under the indemnities and reimbursements granted to the state in this Contract.

#### 2.18.5. Workers' Compensation Coverage

The ASB will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The state will not be held responsive in any way for claims filed by the ASB or their employees for services performed under the terms of this contract.

### 3. PROPOSAL CONTENTS

Proposals must be written in English and submitted electronically to the RFP Coordinator in the order noted below:

- A. Letter of Submittal, including signed Certifications and Assurances (Exhibit A)

- B. Proposal
  - 1. Narrative (3.2)
  - 2. Implementation Plan (3.3)
  - 3. Cost Proposal/Financial Plan (3.5)
- C. Diverse Business Inclusion Plan (Exhibit B)
- D. Executive Order 18-03 (Exhibit C) (3.4)

Proposals must provide information in the same order as presented in this document with the same headings.

Items marked “mandatory” must be included as part of the proposal for the proposal to be considered responsive; however, these items may or may not be scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

### **3.1. LETTER OF SUBMITTAL (Mandatory)**

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Bidder to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Bidder and any proposed subcontractors:

- 3.1.1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
- 3.1.2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
- 3.1.3. Legal status of the Bidder (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- 3.1.4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Bidder does not have a UBI number, the Bidder must state that it will become licensed in Washington within 30 calendar days of being selected as the Apparent Successful Bidder.
- 3.1.5. Location of the facility from which the Bidder would operate.
- 3.1.6. Identify any state employees or former state employees employed or on the firm’s governing board as of the date of the proposal. Include their position and responsibilities within the Bidder’s organization. If following a review of this information, it is determined by HCA that a conflict of interest exists, the Bidder may be disqualified from further consideration for the award of a contract.
- 3.1.7. Any information in the proposal that the Bidder desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated. The page must be identified and the particular exemption from disclosure upon which the Bidder is making the claim must be listed. Each page claimed to be exempt from disclosure must be clearly identified by the word “Proprietary” printed on the lower right hand corner of the page. In your Letter of Submittal, please list which pages and sections that have been marked “Proprietary” and the particular exemption from disclosure upon which the Bidder is making the claim.

### 3.2. Narrative (Mandatory Scored)

The Narrative is up to 3 pages and must contain a comprehensive description of services including the following elements:

- 3.2.1. **Executive Summary** – An explanation and summary of the proposal.
- 3.2.2. **Experience Providing Services** - Describe the provider's history and experience serving clients with severe mental illness. Include experience working with individuals coming out of state hospital or are in the midst of an acute crisis.
- 3.2.3. **Experience Working with AL TSA** – Describe the provider's experience and plan for the teams to work with: state hospitals to discharge clients, diverting clients from the state hospital, and AL TSA facilities.
- 3.2.4. **Outcomes and Performance Measurement** – Describe the impacts/outcomes the Bidder proposes to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured, and reported to HCA.
- 3.2.5. **Risks** – The Bidder must identify potential risks that are considered significant to the success of the project. Include how the Bidder would propose to effectively monitor and manage these risks, including reporting of risks to the HCA contract manager.
- 3.2.6. **OMWBE Certification (NOT SCORED)**

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) if certified minority-owned firm and/or women-owned firm(s) will be participating on this project. For information: <http://www.omwbe.wa.gov>.

### 3.3. Implementation Plan (Mandatory Scored)

- 3.3.1. **Implementation Plan** - Provide a detailed description of the plan to implement PACT to provide services and fulfill program objectives. Plans should include the following, but not limited to:
  - 3.3.1.1. **Regional Needs Assessment** – Assessment of how the added services will meet the regional needs and priorities unique to the region. Regional needs assessment should include demographics of the population served (projected numbers, age, sex, Medicaid eligibility, etc.).
  - 3.3.1.2. **Access to Teams** - How the team will ensure access to all Medicaid enrollees and non-Medicaid persons in their region who present with medical necessity for this level of service.
  - 3.3.1.3. **Timelines** – Lay out the projected timeline of when teams will be hired, equipped, and ready be fully operational
  - 3.3.1.4. **Staffing and Hiring Plan** – Describe the plan to hire the qualified team with the proper qualifications and credentials required by the team.

- 3.3.1.5. **Communication Plan** – Describe the plan to communicate with regional state hospital, local crisis providers, law enforcement, and other providers the team will work with. Describe how this plan will contribute to the team’s success.
- 3.3.1.6. **Barriers** – Describe known barriers in implementation of the plans and plans to mitigate these issues. Describe a plan to monitor and address unplanned barriers.
- 3.3.1.7. **Stakeholders and Partners** – Describe the current and planned partnerships with stakeholders in the community and other providers that will help with service delivery. Describe how these partnerships will contribute to the success of the teams.

3.3.2. Related Information (MANDATORY NOT SCORED)

- 3.3.2.1. If the Bidder or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number, and project description and/or other information available to identify the contract.
- 3.3.2.2. If the Bidder’s staff or subcontractor’s staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date.
- 3.3.2.3. If the Bidder has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Bidder’s non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Bidder, or (b) litigated and such litigation determined that the Bidder was in default.
- 3.3.2.4. Submit full details of the terms for default including the other party’s name, address, and phone number. Present the Bidder’s position on the matter. HCA will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Bidder in the past five years, so indicate.

3.3.3. References (MANDATORY NOT SCORED)

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three business references for the Bidder and three business references for the lead staff person for whom work has been accomplished and briefly describe the type of service provided. Do not include current HCA staff as references. By submitting a proposal in response to this RFP, the vendor and team members grant permission to HCA to contact these references and others, who from HCA’s perspective, may have pertinent information. HCA may or may not, at HCA’s discretion, contact references. HCA may evaluate references at HCA’s discretion.

3.3.4. OMWBE Certification (OPTIONAL AND NOT SCORED)

Include proof of certification issued by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE) if certified minority-owned firm and/or women-owned firm(s) will be participating on this project. For information: <http://www.omwbe.wa.gov>.



### 3.4. EXECUTIVE ORDER 18-03

Pursuant to RCW 39.26.160(3) and consistent with Executive Order 18-03 – Supporting Workers’ Rights to Effectively Address Workplace Violations (dated June 12, 2018), HCA will evaluate bids for best value and provide a bid preference in the amount of 5 points to any Bidder who certifies, pursuant to the certification attached as Exhibit C, that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver. Bidders that do require their employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver will not be disqualified evaluation of this RFP, however they will receive 0 out of 5 points for this section.

### 3.5. COST PROPOSAL/FINANCIAL PLAN (Mandatory Scored)

The maximum fee for this contract must be fifty-four thousand (\$54,000) for full PACT teams and twenty-eight thousand (\$28,000) for half teams or less to be considered responsive to this RFP. The evaluation process is designed to award this procurement not necessarily to the Bidder of least cost, but rather to the Bidder whose proposal best meets the requirements of this RFP. However, Bidders are encouraged to submit proposals which are consistent with state government efforts to conserve state resources.

3.5.1. Provide a detailed financial plan which includes both a financial plan and annual budget.

3.5.1.1. **Financial plan narrative or outline** – With the following but not limited to:

- 3.5.1.1.1. Description on how start-up funds will be utilized
- 3.5.1.1.2. Description of other funding sources which will be used or leveraged to support program
- 3.5.1.1.3. Any contingency funding

3.5.1.2. **Proposed Budget** – With the following but not limited to:

- 3.5.1.2.1. Expected revenue; including detailed description
- 3.5.1.2.2. Expenses; including but not limited to:
  - Personnel costs
  - Non personnel costs (i.e. professional services, IT equipment, rent, utilities, office supplies, furniture, equipment, training/consultation, maintenance)
  - Administrative costs
- 3.5.1.2.3. Separate start-up and ongoing operating costs
- 3.5.1.2.4. Include other funding sources and how any other funding may be leveraged

3.5.2. Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Bidder is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Bidders are required to collect and pay Washington state sales and use taxes, as applicable.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women’s Business Enterprises.

3.5.3. Computation

The score for the cost proposal will be computed by dividing the lowest cost bid received by the Bidder’s total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

## 4. EVALUATION AND CONTRACT AWARD

### 4.1. EVALUATION PROCEDURE

Responsive Proposals will be evaluated strictly in accordance with the requirements stated in this RFP and any addenda issued. The evaluation of proposals will be accomplished by an evaluation team(s), to be designated by HCA, which will determine the ranking of the proposals. Evaluations will only be based upon information provided in the Bidder's Proposal.

Selections for awards will be determined based on regional needs identified by the agency.

All proposals received by the stated deadline, Section 2.2, *Estimated Schedule of Procurement Activities*, will be reviewed by the RFP Coordinator to ensure that the Proposals contain all of the required information requested in the RFP. Only responsive Proposals that meet the requirements will be evaluated by the evaluation team. Any Bidder who does not meet the stated qualifications or any Proposal that does not contain all of the required information will be rejected as non-responsive.

The RFP Coordinator may, at his or her sole discretion, contact the Bidder for clarification of any portion of the Bidder's Proposal. Bidders should take every precaution to ensure that all answers are clear, complete, and directly address the specific requirement.

Responsive Proposals will be reviewed and scored by an evaluation team using a weighted scoring system, Section 4.2, *Evaluation Weighting and Scoring*. Proposals will be evaluated strictly in accordance with the requirements set forth in this RFP and any addenda issued.

HCA, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation.

### 4.2. EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

|                                     |     |                                   |
|-------------------------------------|-----|-----------------------------------|
| Narrative –                         | 10% | 10 points (possible total points) |
| Implementation Plan –               | 60% | 60 points (possible total points) |
| Regional Needs Assessment           |     | 15 points (sub category points)   |
| Follows Regional Recommendations    |     | 10 points (sub category points)   |
| Timelines                           |     | 10 points (sub category points)   |
| Staffing and Hiring Plan            |     | 10 points (sub category points)   |
| Communication Plan                  |     | 5 points (sub category points)    |
| Barriers                            |     | 5 points (sub category points)    |
| Stakeholders and Partners           |     | 5 points (sub category points)    |
| Financial Plan –                    | 25% | 25 points (possible total points) |
| Financial plan narrative or outline |     |                                   |
| Proposed Budget                     |     |                                   |
| Executive Order 18-03 –             | 5%  | 5 points (possible total points)  |
| <b>TOTAL POINTS POSSIBLE</b>        |     | <b>100 POINTS</b>                 |

HCA reserves the right to award the contract to the Bidder whose proposal is deemed to be in the best interest of HCA and the state of Washington.

### **4.3. SUBSTANTIALLY EQUIVALENT SCORES**

Substantially equivalent scores are scores separated by two percent or less in total points. If multiple Proposals receive a Substantially Equivalent Score, HCA may leave the matter as scored, or select as the ASB the one Proposal that is deemed by HCA, in its sole discretion, to be in HCA's best interest relative to the overall purpose and objective as stated in Sections 1.1 and 1.2 of this RFP.

If applicable, HCA's best interest will be determined by HCA managers and executive officers, who have sole discretion over this determination. The basis for such determination will be communicated in writing to all Bidders with equivalent scores.

### **4.4. NOTIFICATION TO BIDDERS**

HCA will notify the ASB of their selection in writing upon completion of the evaluation process. Bidders whose proposals were not selected for further negotiation or award will be notified separately by e-mail.

### **4.5. DEBRIEFING OF UNSUCCESSFUL BIDDERS**

Any Bidder who has submitted a Proposal and been notified it was not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFP Coordinator no later than 5:00 p.m., local time, in Olympia, Washington, within three business days after the Unsuccessful Bidder Notification is e-mailed to the Bidder. The debriefing will be held within three business days of the request, or as schedules allow.

Discussion at the debriefing conference will be limited to the following:

- 4.5.1. Evaluation and scoring of the Bidder's Proposal;
- 4.5.2. Critique of the Proposal based on the evaluation; and
- 4.5.3. Review of the Bidder's final score in comparison with other final scores without identifying the other Bidders.

Topics a Bidder could have raised as part of the complaint process (Section 2.8) cannot be discussed as part of the debriefing conference, even if the Bidder did not submit a complaint.

Comparisons between proposals, or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of thirty (30) minutes.

### **4.6. PROTEST PROCEDURE**

A bid protest may be made only by Bidders who submitted a response to this RFP and who have participated in a debriefing conference. Upon completing the debriefing conference, the Bidder is allowed five business days to file a protest with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 4:30 p.m., local time, in Olympia, Washington on the fifth business day following the debriefing. Protests may be submitted by e-mail or by mail.

Bidders protesting this RFP must follow the procedures described below. Protests that do not follow these procedures will not be considered. This protest procedure constitutes the sole administrative remedy available to Bidders under this RFP.

All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized agent. The protest must state (1) the RFP number, (2) the grounds for the protest with specific facts, (3) complete statements of the action(s) being protested, and (4) the relief or corrective action being requested.

4.6.1. Only protests alleging an issue of fact concerning the following subjects will be considered:

- 4.6.1.1. A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
- 4.6.1.2. Errors in computing the score; or
- 4.6.1.3. Non-compliance with procedures described in the RFP or HCA requirements.

Protests based on anything other than those items listed above will not be considered. Protests will be rejected as without merit to the extent they address issues such as: 1) an evaluator's professional judgment on the quality of a Proposal; or 2) HCA's assessment of its own needs or requirements.

Upon receipt of a protest, HCA will undertake a protest review. The HCA Director, or an HCA employee delegated by the HCA Director who was not involved in the RFP, will consider the record and all available facts. If the HCA Director delegates the protest review to an HCA employee, the Director nonetheless reserves the right to make the final agency decision on the protest. The HCA Director or his or her designee will have the right to seek additional information from sources he or she deems appropriate in order to fully consider the protest.

If HCA determines in its sole discretion that a protest from one Bidder may affect the interests of another Bidder, then HCA may invite such Bidder to submit its views and any relevant information on the protest to the RFP Coordinator. In such a situation, the protest materials submitted by each Bidder will be made available to all other Bidders upon request.

4.6.2. The final determination of the protest will:

- 4.6.2.1. Find the protest lacking in merit and uphold HCA's action; or
- 4.6.2.2. Find only technical or harmless errors in HCA's acquisition process and determine HCA to be in substantial compliance and reject the protest; or
- 4.6.2.3. Find merit in the protest and provide options to the HCA Director, which may include:
  - 4.6.2.3.1. Correct the errors and re-evaluate all Proposals; or
  - 4.6.2.3.2. Issue a new solicitation document and begin a new process; or
  - 4.6.2.3.3. Make other findings and determine other courses of action as appropriate.

If the protest is not successful, HCA will enter into a contract with the ASB(s), assuming the parties reach agreement on the contract's terms.

## 5. RFP EXHIBITS

|           |  |
|-----------|--|
| Exhibit A | Certifications and Assurances  |
| Exhibit B | Diverse Business Inclusion Plan  |
| Exhibit C | Executive Order 18-03  |
| Exhibit D | Service Contract Format including General Terms and Conditions (GT&Cs) |

**CERTIFICATIONS AND ASSURANCES**

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 120 days following receipt, and it may be accepted by HCA without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
5. I/we understand that HCA will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of HCA, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Bidder or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant HCA the right to contact references and other, who may have pertinent information regarding the ability of the Bidder and the lead staff person to perform the services contemplated by this RFP.
10. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

We (circle one) **are / are not** submitting proposed Contract exceptions. (See Section 2.12, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.

**On behalf of the Bidder submitting this proposal, my name below attests to the accuracy of the above statement. *If electronic, also include: We are submitting a scanned signature of this form with our proposal.***

---

Signature of Bidder

---

Title

---

Date

DIVERSE BUSINESS INCLUSION PLAN

- |  |     |
|--|-----|
| Do you anticipate using, or is your firm, a State Certified Minority Business? | Y/N |
| Do you anticipate using, or is your firm, a State Certified Women's Business?  | Y/N |
| Do you anticipate using, or is your firm, a State Certified Veteran Business?  | Y/N |
| Do you anticipate using, or is your firm, a Washington State Small Business?   | Y/N |

If you answered No to all of the questions above, please explain:

---

Please list the approximate percentage of work to be accomplished by each group:

- Minority                    \_\_\_%
- Women                     \_\_\_%
- Veteran                    \_\_\_%
- Small Business          \_\_\_%

Please identify the person in your organization to manage your Diverse Inclusion Plan responsibility.

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**CONTRACTOR CERTIFICATION  
EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS  
WASHINGTON STATE GOODS & SERVICES CONTRACTS**

*Pursuant to the Washington State Governor’s Executive Order 18-03 (dated June 12, 2018), the Washington State Health Care Authority is seeking to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers.*

Solicitation No.:      RFP#

I hereby certify, on behalf of the firm identified below, as follows (check one):

**NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.** This firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

**MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.** This firm requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

FIRM NAME: \_\_\_\_\_  
Name of Contractor/Bidder – Print full legal entity name of firm

By: \_\_\_\_\_  
Signature of authorized person

\_\_\_\_\_   
Print Name of person making certifications for firm

Title: \_\_\_\_\_  
Title of person signing certificate

Place: \_\_\_\_\_  
Print city and state where signed

Date: \_\_\_\_\_

*INSERT APPROPRIATE  
CONTRACT TEMPLATE  
HERE*