



STATE OF WASHINGTON
HEALTH CARE AUTHORITY

626 8th Avenue • P.O. Box 42702 • Olympia, Washington 98504-2702

October 2, 2015

TO: Potential Bidders

From: RFA Coordinator

SUBJECT: Amendment 4, RFA 15-021 – Multi-Payer Data Aggregation Solution Pre-Application Conference Questions and HCA Official Responses.

The purpose of Amendment four (4) to RFA 15-021 – Multi-Payer Data Aggregation Solution, includes the following:

- HCA's official responses to all RFA questions asked during the Pre-Application Conference on October 1, 2015. The Questions and Answers are attached to this letter.
- Minor clerical errors within the RFA. Please see the attached RFA_15-021 Multi-Payer Data Aggreg. Solution_Amd4 with minor changes shown in red-line strikeout.

****NOTE:** Applications are due no later than 2:00 p.m. PT, October 15, 2015.

Amendment 4 RFA 15-021 - Multi-Payer Data Aggregation Solution			
#	RFP Section	Written Applicant Questions	HCA Response
1	General	Please name all vendors who submitted a Letter of Intent.	PolyClynic Wellcentive
2	5.3 & 5.4	I have seen two different dates – September 24 (5.4.2 on page 21) and September 28 (table on page 20) for the Letter of Intent due date for the Multi Payer Data Aggregation Solutions. Can you clarify which one is correct?	RFA Section 5.3, Procurement Schedule is correct. The Letter of Intent is due September 28th by 2:00 p.m. PT. The cover page and Section 5.4.2 will be amended.
3	5.4.3	Clarification regarding the definition of an “affiliated” organization	For the purposes of this RFA, an “affiliated” organization is any organization whose business activities focus on the healthcare sector. Examples include, but are not limited to, providers, payers, information technology vendors, and stakeholder conveners.
#	RFP Section	Applicant Conference Questions	HCA Response
1	2.1	Regarding the statement in Section 2.1 of the RFA: HCA is not purchasing a data solution under this RFA. Please clarify what is meant by that statement?	HCA is looking to be a market facilitator and innovator, this is not an IT or Data request. At this time, due to funding prospective and special considerations, HCA does not envision buying a data solution. We are providing financial support to a lead organization with the capacity to leverage a current data solution to expand its use, engage multiple payers and provider systems, and accelerate the adoption of value-based payment arrangements.
2	General/6.8	The RFA mentions that past proven performance will be a factor in deciding on the outcome. Doesn't this give the other respondent an advantage?	No, applications have not been received therefore we cannot speak to the performance of either of the respondents. It will be up to each applicant to meet the minimum qualifications and specific needs of the RFA if they apply. However, the level of partnership and commitment do weigh in on the decision. Per RFA Section 6.8, No Obligation to Buy, “HCA reserves the right and without penalty to reject, in whole or in part, any or all Applications, to award no contract as a result of this RFA, to advertise for new Applications, to abandon the need for such services; and to cancel or reissue this RFA prior to execution of a contract if it is in the best interest of HCA to do so, as determined by HCA in its sole discretion.”
3	General	Out of the four (4) Payment Models you spoke about, Model #3, ACP for PEBB has two entities. Are those the two systems that are the current lead systems?	Model 3 was a competitively bid contract, and was a very robust process as the delivery systems in Washington State are numerous and quite competitive. The Model 3 procurement did not have restrictions on the number of entities with whom to enter into contracts with. The two entities who won for Model 3 are UW Medicine Accountable Care Network and Puget Sound High Value Network. In contrast, we aim to enter into a contract with only one entity under Model 4. Model 3 is a completely different program than Model 4, and involved a direct contracting model with provider systems. Model 4 is quite unique in its own right, and is calling for a lead organization to lead the convening of payers and provider systems, expand an operable data solution, and accelerate the adoption of value-based payment arrangements.
4	General	Is it HCA's expectation that the winning entity be a consultant?	The idea is to leverage what is currently in place to the fullest. The lead organization role should be considered a convening entity rather than a consultative entity.
5	3.1.6, 4.2, 4.4.2,	Please clarify what “in-kind” investments means?	HCA understands that all costs cannot be covered by the potential contract. It is expected that the awardee is prepared to make some in-kind investment to the success of the test model. As stated in RFA Section 4.4.2, “..in-kind funding and resources from other sources, including, but not limited to, FTEs, workgroups, collaborations, and financial commitments available to meet the requirements of this RFA.”
6	5.4.1	Do you need a business in Washington State?	The awardee needs to obtain a Washington State UBI within 10 days of the award.

RFA AMENDMENT 4



**STATE OF WASHINGTON
WASHINGTON STATE HEALTH CARE AUTHORITY
REQUEST FOR APPLICATION (RFA)
NO. 15-021**

It is the responsibility of the potential Applicants to carefully read, understand, and follow the instructions contained in this RFA document and all Amendments to the RFA.

PROJECT TITLE: Lead Organization to Accelerate Value-Based Payment Strategies using a Multi-Payer Data Aggregation Solution (Multi-Payer Data Aggregation Solution).

APPLICATION DUE DATE: October 14⁵, 2015, no later than 2:00 p.m. PACIFIC TIME

EXPECTED INITIAL PERIOD OF CONTRACT: January 1, 2016 through January 31, 2016.

***NOTE:** The State Innovation Model (SIM) Grant funding year term is February 1st through January 31st. Though it is the intent of HCA to award a three (3) year contract starting on January 1, 2016 to ~~December~~ January 31, 2019, the Center for Medicare and Medicaid Innovation (CMMI) must approve each year of funding prior to February 1st before any contract or amendment may start. CMMI prior approval is required before HCA may execute any SIM Grant contracts or amendments. As a result, any contract awarded as an outcome of this procurement is contingent upon CMMI prior approval each year.

OPTION TO EXTEND CONTRACT PERIOD: At its sole discretion, HCA may renew any contract awarded as a result of this RFA for up to three (3) additional years in whatever time increments HCA deems necessary and contingent on CMMI prior approval.

MINIMUM REQUIREMENTS FOR BIDDING: This procurement is open to those organizations that satisfy the following minimum requirements:

- The Applicant must be licensed to do business in the State of Washington.
- Organizations must have submitted a Letter of Intent to Propose by the September 24, 2015 deadline in order to submit a response to this RFA.
- Be an established health care organization (payer, provider, or affiliated) in Washington State with capacity to leverage and expand an existing data aggregation solution that includes the participation of at least one or more payers and/or provider group, by January 1, 2016.
- Have a firm understanding and a willingness to comply with the State of Washington Office of the Chief Information Officer (OCIO) Security Standards, 141.10, found at <https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>.

- Be able to demonstrate and attest to payer/provider commitments and readiness to incorporate a minimum of 25,000 enrollees from State Purchased Health Care Programs and 25,000 commercially insured lives in the model test by year one (1), expanding significantly by potential years two (2) and three (3).
- Have an agreement with each Partner under the proposed Lead Organization (LO) to adopt Value-Based Payment strategies for eighty percent (80%) of its purchasing efforts by January 31, 2019.

Applicants, who do not meet and demonstrate these minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any Application that is rejected as non-responsive will not be evaluated or scored.

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Exhibits and Attachments:

- Exhibit A – Letter of Submittal (attached separately)
- Exhibit B – Certifications and Assurances (attached separately)
- Exhibit C – Total Payments to Providers in Dollars and Percentage of Revenue by Payment Category (attached separately)

- Attachment 1 – Sample Contract (attached separately)
- Attachment 2 – Sample Data Share Agreement (attached separately)
- Attachment 3 – Sample Business Associate Agreement (attached separately)

1 DEFINITIONS

The following terms as used throughout this RFA shall have the meanings set forth below:

“Accountable Communities of Health” or “ACHs” means the regional approach to link communities and clinical care under the Healthier Washington Initiative. ACHs convene communities and bring together social sectors, such as public health, health care delivery systems, and health care providers. Regions are still in the planning stage and official ACHs are intended to be designated by the end of 2015.

“Accountable Delivery and Payment Reform Request for Information (RFI)” means the RFI, jointly issued by HCA and King County in April 2014, to assess the readiness and capacity of payers and providers to implement accountable care, payment reform, and Value-Based Purchasing strategies.

“Addendum” or “Amendment” means a written clarification or revision to this RFA issued by the RFA Coordinator.

“Apparently Successful Applicant” or “ASA” means the Applicant selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

“Apple Health” means Washington State’s Medicaid program, the federal aid Title XIX program of the Social Security Act under which medical care is provided to eligible persons.

“Applicant” means the individual, company, or firm submitting an Application in order to attain a contract with the HCA.

“Business Days and Hours” means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the State of Washington.

“Central Washington” means the counties of Benton, Chelan, Douglas, Grant, Kittitas, Klickitat, Okanogan, and Yakima.

“Clinical Data Repository” or “CDR” means the Washington State’s Health Information Exchange (HIE) service providing authorized access to integrated medical, dental, behavioral health, and social service support data for Apple Health enrollees.

“Confidential Information” means information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes. Confidential Information may include, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit and debit card information, driver’s license numbers, medical data, law enforcement records, source code or object code, security data, or any related payroll/labor data. Confidential Information also includes, but is not limited to, Personally Identifiable Information (PII) and Protected Health Information (PHI) as those terms are defined in the applicable federal statute or regulation.

“Contractor” means that firm, provider, organization, individual or other entity performing services under this contract. It shall include any subcontractor retained by the prime Contractor as permitted under the terms of this agreement.

“Contractor Account Manager” means a representative of Contractor who is assigned as the primary contact person whom the HCA Contract Manager shall work with for the duration of the awarded Contract and as further defined in the section titled **Contractor Account Manager**.

“DUNS® Number” means a Data Universal Numbering System which is a unique nine-digit sequence of numbers issued by Dun and Bradstreet to a business entity. Any organization that has a Federal contract or grant must have a DUNS Number.

“Department of Enterprise Services (DES)” means the Department of Enterprise Services of the State of Washington.

“Dr. Robert Bree Collaborative” means the collaborative established by HCA and authorized by the Washington State Legislature in 2011 through ESHB 1311, to provide a mechanism for public and private health care purchasers, health carriers, and providers to collaborate and identify effective means to improve quality health outcomes and cost-effectiveness of care.

“Dun and Bradstreet (D&B)” shall mean a commercial entity which maintains a repository of unique identifiers (D-U-N-S Numbers) recognized as the universal standard for identifying business entities and corporate hierarchies.

“Eastern Washington” means the counties of Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, and Whitman.

“Fee-For-Service” means a payment model where services are unbundled and paid for separately. This payment model gives an incentive for physicians to provide more treatments because payment is dependent on the quantity of care, rather than quality of care.

“Firm, Fixed Price” means a price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction, and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

“Health Care Authority (HCA)” means the State of Washington Health Care Authority and its employees and authorized agents.

“Healthier Washington Initiative” or “Initiative” means the initiative that encompasses all health systems transformation work coming from State agencies, including HCA, Department of Health, and Department of Social and Health Services.

“HCA Contract Administrator” means that HCA employee designated to receive legal notices, and to administer, amend, or terminate this Contract.

“HCA Contract Manager” means the HCA employee identified as the Staff Development Manager designated to manage and provide oversight of the day-to-day activities under this Contract. The HCA Contract Manager shall be the primary contact with Contractor concerning Contractor’s performance under this Contract; Provided that, the HCA Contract Manager does not have authority to accept legal notices on behalf of HCA or amend this Contract.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 (“ARRA”), Sec. 13400 – 13424, H.R.1 (2009) (HITECH Act).

“Lead Organization” or **“LO”** means the Applicant selected as the Apparently Successful Applicant (ASA) to perform the anticipated responsibilities under the awarded Contract.

“Local Time” means Pacific Time Zone as observed by the State of Washington.

“Mandatory” or **“(M)”** means the Applicant must comply with the requirement, and the Response will be evaluated on a pass/fail basis.

“Mandatory Scored” or **“(MS)”** means the Applicant must comply with the requirement, and the Response will be scored.

“Multi-Payer Data Aggregation Solution” means an information technology solution with the ability to collect, aggregate, and share clinical and claims data from multiple payers with provider groups. Solution should include a secure provider portal for providers to access data in a format easily integrated with providers’ current workflows for care management and EHRs. Solution also should provide analytic tools for population health management analysis, or such reports are given to the providers on a timely basis.

“Office of the Chief Information Officer (OCIO)” means the State of Washington Office of the Chief Information Officer and its employees and authorized agents.

“Office of the National Coordinator for Health Information Technology (ONC)” means the division of the United State Department of Health & Human Services whose purpose is to promote a national health information technology infrastructure and oversee its development. The ONC website with pertinent information on certification standards is located at: <http://www.healthit.gov/>

“Partner” means an entity (payer, provider, or affiliated organization), licensed to do business in the State of Washington, that has a formal agreement in place with the Lead Organization to commit to all requirements laid out in this RFA and to participate as a member of the Lead Organization’s response to this RFA..

“Payment Redesign Model 3” or **“Model Test 3”** or **“Accountable Care Program (ACP)”** means a payment model test under the Healthier Washington Initiative. An ACP is a formal integrated network of providers and health systems that 1) provides ‘best in class’ patient service and experience – access to high-quality and timely service at lower costs to enrolled Public Employee Benefit Board (PEBB) program members; 2) delivers integrated physical, mental health, and substance abuse services; and 3) assumes financial and clinical accountability for a defined population of PEBB members. The ACP will be offered as a health plan choice to PEBB members in the Puget Sound region starting in January 2016.

“Payment Redesign Model 4” or **“Model Test 4”** means the resulting Contract from this RFA, the multi-payer payment model test under the Healthier Washington Initiative to test whether a multi-payer shared data aggregation solution can drive value-based reimbursement adoption among providers. The resulting Contract will provide the support and resources to test this model.

“Performance Measures Coordinating Committee” means the governor appointed committee, established under Engrossed Second Substitute House Bill 2572, charged with identifying and recommending standard measures that measure health system performance to inform health care purchasers and set benchmarks.

“Practice Transformation Hub” means the infrastructure to support providers across Washington state to effectively coordinate care, increase capacity and benefit from value-based reimbursement strategies. Specifically, provide technical assistance and practice facilitation around co-located or virtual team-based, bi-directional care; support update of evidence-based initiatives that improve quality and value; and provide technical assistance to improve person-centered care planning and management across the broader care team, which includes supportive housing, supported employment, school-based nursing, and long-term services and supports.

“Proposal” or “Application” means a written offer to perform a contract to provide goods or services to the State in response to an RFA or other acquisition process.

“Proposal or Application Due Date/Time” means the date and time specified in the RFA Procurement Schedule for submission of Applications in response to this procurement.

“Public Employees Benefits Board Program” or “(PEBB) Program” means the program that purchases and coordinates health insurance benefits for eligible public employees and retirees.

“Purchaser” means the State of Washington Health Care Authority; any division, section, office, unit or other entity of Purchaser; or any of the officers or other officials lawfully representing Purchaser.

“Professional Services” means professional or technical expertise provided by a consultant to accomplish a specific study, project, task, or other work statement.

“Proprietary Information” means information owned by Applicant to which Applicant claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

“Revised Code of Washington (RCW)” means the laws of the state of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://www.leg.wa.gov/LawsAndAgencyRules/Pages/default.aspx>

“Request for Application (RFA)” means a 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 RFA is to permit the consultant community to suggest various approaches to meet the need at a given price.

“Shared Decision Making” means a collaborative process that allows patients and their providers to make health care decisions together, taking into account the best scientific evidence available, as well as the patient’s values and preferences.

“State of Washington” Unless otherwise restricted, includes all members of the State of Washington, State Purchasing Cooperative including where applicable: State agencies, political subdivisions of Washington qualified non-profit corporations, institutions of higher education (e.g., colleges, universities, community & technical colleges) who choose not to purchase independently under RCW 28.B.10.029.

“State Purchased Health Care Programs” means health care services the Washington Health Care Authority purchases on behalf of Apple Health eligible persons and state employees and their families.

“Subcontractor” means one not in the employment of Contractor, who is performing all or part of the business activities under this RFA under a separate contract with Contractor. The term “Subcontractor” means Subcontractor(s) of any tier.

“Triple Aim” means (1) Improving the patient experience of care (including quality and satisfaction); (2) Improving the health of populations; and (3) Reducing the per capita cost of health care, as defined by the Institute for Healthcare Improvement. Or simply, better care, better health, lower cost.

“Value-Based Payment” or **“VBP”** means reimbursement aimed at rewarding value (cost and quality), not volume (Fee-For-Service).

“Value-Based Purchasing” means purchasing practices aimed at improving the value of health care services and health outcomes.

“Washington Administrative Code (WAC)” means the rules adopted by agencies to implement legislation and RCWs. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at

<http://www.leg.wa.gov/LawsAndAgencyRules/Pages/default.aspx>

“Washington Electronic Business Solutions (WEBS)” is the State’s vendor registration and bid notification system where Applicants can register to receive government bid notifications and where notices and information related to this RFA will be posted. Washington Electronic Business Solutions is located at:

<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/default.aspx>

“Washington State Common Measure Set for Health Care Quality and Cost” or **“Statewide Common Measure Set”** means the set of fifty-two (52) approved quality measures, agreed to by the governor-appointed Performance Measures Coordinating Committee, providing the foundation for accountability and performance measurement across Washington State. The Statewide Common Measure Set is located at:

http://www.hca.wa.gov/hw/Documents/pmcc_final_core_measure_set_approved_121714.pdf.

“Washington State Health Information Exchange” or **“Health Information Exchange”** or **“HIE”** means the state designated mechanism to collect and share clinical and claims data across disparate health care provider organizations and entities using the Clinical Data Repository (CDR) hosted by OneHealthPort and supported by the Washington Health Care.

Note: If you do not download bid documents, you will not receive any subsequent notifications regarding the RFA.

2 INTRODUCTION

2.1 Purpose and Objective

The Washington State Health Care Authority (HCA) is seeking Applicants to serve as a Lead Organization (LO) to engage multiple payer and provider systems with a common interest to drive toward Value-Based Payments (VBP) using a shared data aggregation solution. The purpose of this unique RFA is to provide resources and data to a LO to accelerate an existing strategy in the LO's operation while, at the same time, incorporating key components of the Healthier Washington Initiative (Initiative), including the Washington State Common Measure Set for Health Care Quality and Cost (Statewide Common Measure Set) and delivery system reform strategies.¹ The goal of this RFA is to increase the adoption of VBP by increasing providers' access to patient data across multiple payers and provider systems. It is HCA's intent to select one applicant to serve as the LO. HCA is not purchasing a data solution under this RFA.

2.2 Background

Improved performance and accountability realized through new VBPs are essential components of the Initiative and toward achieving the Triple Aim of better health, better care, and lower costs. Delivery system transformation cannot occur without new accountable reimbursement strategies that incentivize efficient and effective delivery. The Initiative charts a bold course for transformative change in the way health care is delivered and paid for in Washington State.

'Paying for Value' is a core strategy of the State Health Care Innovation Plan (Innovation Plan) and the Initiative. The Innovation Plan was embraced by the Washington State Legislature in 2014 through the passage of [E2SHB 2572](#), requiring HCA "to increase the use of value-based contracting, alternative quality contracting, and other payment incentives that promote quality, efficiency, cost savings, and health improvement, for Medicaid and public employee purchasing."

As the largest purchaser of health care services in Washington State, HCA has started changing how it purchases health care so payment is based on value, not volume. HCA will drive accountable care and VBP strategies statewide in an effort to phase out traditional Fee-For-Service (payment models); align provider systems, payer and consumer incentives; and reward value, quality, effectiveness and efficiency. Washington aims to drive eighty percent (80%) of state purchased health care and fifty percent (50%) of the commercial market to VBP by 2019.

¹ Statewide Core Measure Set: http://www.hca.wa.gov/hw/Pages/performance_measures.aspx; HCA commits to share care transformation principles once LO is selected.

Providers need new and expanded sets of real-time data, more specifically, an integrated and longitudinal view of their patients across multiple payers in order to take on financial and clinical accountability, care coordination practices, and population health management responsibilities. Simply changing financial incentives and reimbursement to providers will not achieve the Triple Aim, as learned from a legislatively mandated multi-payer reimbursement pilot in 2009² and responses to the Accountable Delivery and Payment Reform Request for Information (RFI)³ HCA and King County jointly issued in April 2014.

Multiple innovative efforts around common infrastructure that empower providers to take on new forms of reimbursement are emerging across Washington State. This RFA aims to accelerate capacity through a LO, while aligning with foundational elements of the Initiative (including the Practice Transformation Support Hub and Accountable Communities of Health), to ultimately inform more efficient and value-based state health care purchasing practices.

2.3 Contract Term

The initial period of performance of any contract resulting from this RFA is tentatively scheduled for January 1, 2016 through January 31, 2016.

At its sole discretion and contingent on the Center for Medicaid and Medicare Innovation (CMMI) prior approval, HCA may renew any contract awarded as a result of this RFA for up to three (3) additional years in whatever time increments HCA deems necessary.

***NOTE:** The State Innovation Model (SIM) Grant funding year term is February 1st through January 31st. Though it is the intent of HCA to award a three (3) year contract starting on January 1, 2016 to ~~December~~ January 31, 2019, the Center for Medicare and Medicaid Innovation (CMMI) must approve each year of funding prior to February 1st before any contract or amendment may start. CMMI prior approval is required before HCA may execute any SIM Grant contracts or amendments. As a result, any contract awarded as an outcome of this procurement is contingent upon CMMI prior approval each year.

2.4 Funding

The maximum, total funding from HCA for the entirety of the contract, including any and all extensions, is \$1,000,000.00. Applications in excess of \$1,000,000.00 will be rejected as non-responsive and will not be evaluated. Any additional funding or in-kind resources required are at the sole expense of the Apparently Successful Applicant (ASA). HCA is not obligated to reimburse the ASA for any resources the ASA uses to augment HCA's maximum total funding. In the event additional funding becomes available, any contract awarded may be renegotiated to provide for additional related services.

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

² http://www.hca.wa.gov/documents/managed_care/guiding_principles.pdf.

³ Accountable Delivery and Payment Reform RFI: http://www.hca.wa.gov/hw/Pages/paying_for_value.aspx

Costs for travel will be allocated from the maximum total funding from HCA and based on per diem set by the Office of Financial Management.

No payments in advance or in anticipation of goods or services to be provided under any resulting contract shall be made. Do not request early payment, down payment or partial payment of any kind. The Contractor shall only be compensated for performance delivered and accepted by HCA. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

2.5 Americans with Disabilities Act

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

3 LO DESIRED QUALIFICATIONS AND HCA COMMITMENTS AND RESPONSIBILITIES

3.1 Lead Organization Desired Qualifications

The purpose of this RFA is to evaluate Applicants leadership capabilities, commitment and capacity to be the LO. In addition to the minimum qualifications listed in Section 5.4 of this RFA, the ASA will:

- 3.1.1 Have proven leadership experience and capabilities, and proof of in-kind resource commitments to convene Partners (including payers and provider systems) and expand its Multi-Payer Data Aggregation Solution to include additional payers and additional provider systems over the duration of the awarded Contract term. The ASA will be able to demonstrate and attest to payer and provider systems commitments and readiness to incorporate a minimum of twenty-five thousand (25,000) enrollees from State Purchased Health Care Programs and twenty-five thousand (25,000) commercially insured lives, total (between LO and Partners), by year one (1), expanding significantly by potential years two (2) and three (3), as outlined in Table 1 below, and contingent on CMMI prior approval of the additional Contract terms;

CRITERIA	# Payers			# of Providers			# Covered Lives		
	1	2	3	1	2	3	1	2	3
Commercial/Qualified Health Plans (QHPs)	2	3	5	-	-	-	25k	45k	100k
State Purchased (PEBB Plans and/or Medicaid MCOs)	1	2	3	-	-	-	25k	50k	75k
Medicare	-	2	3	-	-	-	-	10k	25k
Providers	-	-	-	6.1k			-	-	-

Year 1 = January 1, 2016 – January 31, 2016; Potentially February 1, 2016 – January 31, 2017
 Potential Year 2 = February 1, 2017 – January 31, 2018
 Potential Year 3 = February 1, 2018 – January 31, 2019

- 3.1.2 Own and operate a data aggregation solution with the ability to collect, aggregate, and share clinical and claims data from multiple payers with provider groups. The solution should include a secure provider portal for providers to access data in a format easily integrated with providers' current workflows for care management and EHRs. The solution also should provide analytic tools for population health management analysis, or such reports are given to the providers on a timely basis;
- 3.1.3 Subcontract with, if not currently, a data intermediary with the ability to receive medical and pharmacy claims data extracts from State Purchased Health Care Programs in a secure fashion as well as execute data sharing agreements with all Partners;
- 3.1.4 Ensure that all provider Partners have a certified Electronic Health Record (EHR) system as defined by the Office of the National Coordinator, meeting Consolidated-Clinical Document Architecture (C-CDA) and Meaningful Use Stage 2 (MU2) standards, and must leverage clinical data from its EHR system to the state Health Information Exchange hosted by OneHealthPort, when such Clinical Data Repository service is offered;
- 3.1.5 Utilize relevant measures from the Statewide Core Measure Set for provider performance measurement and reporting for all VBP strategies developed in concert with the data aggregation solution and to align with other Healthier Washington initiatives during the period of performance of the awarded Contract; and
- 3.1.6 Make in-kind investments in the work of convening parties and implementing the model test.

3.2 HCA Commitments and Responsibilities

Under the awarded Contract, HCA commits to provide the following to the ASA. HCA will:

- 3.2.1 Share medical and pharmacy claims data extracts from State Purchased Health Care Programs and work with the Center for Medicare and Medicaid Services (CMS) to share Medicare data beginning in potential year two (2) of the awarded Contract, contingent on CMMI approval. Data extracts will be limited to eligibility and utilization information for state purchased lives attributed, using a defined attribution model, to provider Partners of the LO. All data sharing will be consistent with disclosures authorized by state and federal laws, including HIPAA, and defined in Attachment 2, Draft Data Share Agreement and Attachment 3, Draft Business Associates Agreement;
- 3.2.2 Will actively share and provide technical assistance to incorporate non-proprietary elements of the financial and quality model and care transformation strategies used in the Accountable Care Program (ACP) with the LO and Partners; and
- 3.2.3 Explore additional ways of leveraging state purchasing power to incentivize broader provider and payer participation in Model Test 4.

4 APPLICATION SPECIFICATIONS

The Applicant must respond and provide detailed information for all items designated Mandatory Scored (MS) requirements. Provide all information in the exact order specified in this section. The section numbers and titles must be restated in the Applicant's Application. Page limits for each question are noted in the question.

In responding to each RFA requirement, the Applicant must clearly state whether or not they meet the requirement by providing a detailed description of how they meet the requirement. Applicants will be scored based on how well the Applicant meets HCA's requirements. Failure to meet an individual requirement will not be the sole basis for disqualification; however, failure to provide a response to any MS requirements may be considered non-responsive and be the basis for disqualification of the application.

To the extent that your application is from more than one (1) organization, we ask that you provide one (1) integrated answer for the LO and all Partners (e.g., payers, health care providers, and affiliated), including the roles and responsibilities of each. See Section 6.13.

4.1 (M) Statement of Work

The following deliverables are required minimums and the responsibilities for the LO and its Partners for this project once the Contract is awarded. The ASA will be responsible for the completion of all deliverables.

- 4.1.1 Submit Annual Work Plan to HCA. The ASA will submit a detailed work plan annually. The work plan will include, but is not limited to, details and a timeline for expanding participation of payers and providers by year, plan to incorporate insured lives from State Purchased Health Care Programs and commercial lives, and strategy to implement all other tasks listed in LO requirements. The work plan for the initial performance year is due to HCA fifteen (15) business days after Contract execution. If a contract extension is approved, subsequent work plans will be due to HCA by October 1st, of that year.
- 4.1.2 Attend Semi-Annual Meetings with HCA. The ASA will attend an in-person meeting with HCA Leadership semi-annually. At the semi-annual meeting, the LO and Partners will present a work plan update to HCA Leadership. The meeting time and duration will be determined once the Contract is awarded.
- 4.1.3 Submit Quarterly Progress Reports to HCA. The ASA will complete and submit quarterly progress reports detailing their progress in achieving the above criteria that will include but is not limited to, new partnerships with providers and/or payers, changes and improvements to the data aggregation solution, performance measurement, and increased adoption of VBPs. By the end of the Contract term, final payment to LO will be contingent on ability to show tangible evidence of increased adoption of VBPs (i.e., non-proprietary sections of VBP contracts with Partners).

4.2 (MS) Letters of Commitment (no page limit) (Max 50 points)

Please include a one (1) page letter from each Partner, signed by the Applicant and Partner, providing answers or attesting to the information below. The Letter must include all items listed below to receive full points:

- 4.2.1 Number of covered lives in Washington State (for each payer Partner) or Washington State lives served (for each provider Partner);
- 4.2.2 Attest to utilize relevant measures from the Statewide Common Measure Set for provider measurement and reporting;
- 4.2.3 Attest to adopt VBPs for eighty percent (80%) of its own purchasing efforts by the end of the awarded Contract term;
- 4.2.4 Attest to actively participate in other Healthier Washington initiatives (including the Practice Transformation Support Hub, Accountable Communities of Health, and others);
- 4.2.5 Attest to participate fully in the State Health Information Exchange CDR for clinical data exchange and interoperability needs; and
- 4.2.6 Attest to make in-kind investments to make this project successful.

4.3 (MS) Technical Application Specifications (Max 150 Points)

- 4.3.1 Leadership and In-kind Capabilities and Proposed Partners (2 pages maximum) (Max 30 Points)
 - 4.3.1.1 Describe your leadership capabilities and experience convening and working with payers, providers, and other health care entities.
 - 4.3.1.2 List all current Partners and provide details on duration and nature of relationship (e.g. MOU). In addition, please list future Partners expected by January 1, 2016. More weight will be given to responses that include current Partners (payers or providers) located in or currently serving Central Washington or Eastern Washington.
- 4.3.2 Data Aggregation Solution (Maximum 4 pages) (Max 20 Points)
 - 4.3.2.1 Describe your knowledge and experience with aggregating data from multiple payers and providing analytic tools (clinical and claims data) to providers.
 - 4.3.2.2 Describe your current and proposed data aggregation solution (include name of vendor, geographic, length in operation) and relationship with the state designated HIE. Include a description of the solution's current business, operational, and management plans.

- 4.3.2.3 Explain the capabilities of the proposed data aggregation solution, including what data will be included and how it will be collected, data specifications, data lag, and your detailed plans to share information with providers using a secure, streamlined data transmission.
- 4.3.2.4 Describe how the solution will receive data from State Purchased Health Care Programs, including the role of your data intermediary, and your plans for executing data sharing agreements with Partners.
- 4.3.2.5 Describe your detailed plans to ensure data integrity and security, including compliance with the OCIO, HCA's privacy and security standards, and the nationally accepted Service Organization Controls (SOC2) audit standards for security (see: <https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>)
- 4.3.2.6 Describe how data is integrated and disseminated to authorized provider groups including the following:
 - 4.3.2.6.1 Describe the types of analytic tools available to providers;
 - 4.3.2.6.2 Provide up to three (3) examples of how providers will use the data to take on more risk and improve care delivery; and
 - 4.3.2.6.3 Provide up to three (3) examples of high value dashboards or reports providers will use to monitor health outcomes and improve care delivery.
- 4.3.3 VBP Models (Maximum 2 pages) (Max 30 Points)
 - 4.3.3.1 Describe your knowledge and experience with developing and implementing VBPs (examples include pay for performance, shared-risk, capitation, total cost of care).
 - 4.3.3.2 Using Exhibit C, Total Payments to Providers in Dollars and Percentage of Revenue by Payment Category, please describe current payment arrangements (i.e., FFS or if payments are tied to quality and efficiency performance). Please attach the completed Exhibit as a separate document to your Application.
 - 4.3.3.3 Describe your provider engagement strategies to assist them in taking on more risk and accountability for patient populations.
 - 4.3.3.4 Describe in detail how you will leverage the proposed data aggregation solution to advance VBPs and achieve eighty percent (80%) of health care payment methodologies in VBP contracts by January 31, 2019.

- 4.3.4 Care Transformation Strategies (1 page maximum) (Max 20 points)
 - 4.3.4.1 Describe your knowledge and experience with implementing strategies to deliver effective care, utilize Shared Decision Making tools, and reduce inappropriate care. Include details on participating or implementing recommendations from the Dr. Robert Bree Collaborative.
- 4.3.5 Measuring and Reporting Quality and Cost (1 page maximum) (Max 20 points)
 - 4.3.5.1 Explain how you will use measures from the Statewide Common Core Measure Set to measure and report performance.
 - 4.3.5.1.1 Detail your plans for leveraging HIE capabilities for measuring and reporting performance.
 - 4.3.5.1.2 How will measured performance be disseminated to providers, payers, and purchasers?
 - 4.3.5.1.3 Detail your plans for transparency and accountability.
 - 4.3.5.2 Explain how you will integrate measures into value-based payment contracts.
- 4.3.6 Expansion of Data Solution and Future Engagement of Multiple Payer and Provider Systems (3 pages maximum) (Max 30 points)
 - 4.3.6.1 Describe your approach and plan to meet HCA expansion expectations (see Table 1).
 - 4.3.6.2 Explain which payers and providers and provider systems you plan to engage over the life of the awarded Contract.
 - 4.3.6.3 Provide details on timing of recruitment of new Partners, your Partner selection criteria, outreach/engagement plan, and your plan to meet the requirements for covered lives.
 - 4.3.6.4 Explain how you will engage and gain the commitment of each Partner, including providers, payers, and health information technology entities to implement and operate the proposed data solutions and the requirements of this RFA.
 - 4.3.6.5 Describe your plans and timing to engage other Healthier Washington Initiatives, including but not limited to, the Accountable Communities of Health and the Practice Transformation Hub.

4.4 (MS) Cost Application (Maximum 2 page) (Max 30 Points)

The evaluation process is designed to award this procurement to the Applicant whose Application best meets the qualifications and budget of this RFA.

- 4.4.1 Provide a detailed budget on how you will use the funding awarded through this RFA. Identify all costs required for performing the tasks and requirements necessary to accomplish the objectives and scope of work of the Contract. Applicant's fully detailed budget should include a breakout of all staffing costs by project personnel including, but not limited to, estimated number of hours, various hourly rates, and administrative/overhead expenses; any expenses necessary to accomplish the tasks and produce the deliverables under the contract; and training and travel directly related to outreach and education.

In addition to the detailed budget, the response shall also include a narrative that provides clear linkages between Sections 3.1 and 4.1 of this RFA and the proposed detailed budget as well as reflect any costs assumptions and other relevant information that will assist in evaluating the Cost Proposal.
(5 Points)

- 4.4.2 Provide a detailed budget on any and all in-kind funding and resources from other sources, including, but not limited to, FTEs, workgroups, collaborations, and financial commitments available to meet the requirements of this RFA.
(25 Points)

Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Contractors are required to collect and pay Washington State sales tax, if applicable. HCA is not allowed to render an opinion as to whether certain taxes apply to products and services resulting from an anticipated contract. If in doubt, the Applicant should contact the Washington State Department of Revenue.

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.

4.5 (MS) Oral Interviews (Max 70 Points)

Oral Interviews will be conducted with the top three (3) scoring Applicants from the written portions of the Application and who meet and pass all minimum qualifications stated in sections 5.4 of this RFA. The Applicant, and their team, must be available for an in-person oral interview at the Health Care Authority located in Olympia, Washington on the days specified in the RFA schedule. The RFA Coordinator will notify the finalists to schedule the exact time and location of the oral interview.

The Applicants will be given two (2) hours for their oral interviews. This will include an introduction of staff and a presentation by the Applicant of no longer than forty five (45) minutes, followed by the evaluation panel asking specific evaluation questions. The presentation must include a demonstration of the data aggregation solution, including provider portal view.

A large conference room facility will be provided by HCA. The Applicant is to bring a computer/laptop, handouts, and any other basic presentation equipment. Any other needs for audio/visual equipment for the presentation must be coordinated with the RFA Coordinator no less than one (1) week prior to the presentations.

5 GENERAL INFORMATION FOR APPLICANTS

5.1 RFA Coordinator

The RFA Coordinator is the sole point of contact in HCA for this procurement. Any other communication will be considered unofficial and non-binding on HCA. Applicants are to rely on written statements issued by the RFA Coordinator. Communication directed to parties other than the RFA Coordinator **may result in disqualification**. All communication between the Applicants and HCA upon receipt of this RFA shall be with the RFA Coordinator or their designee, as follows:

Andria Howerton, RFA Coordinator
Email: contracts@hca.wa.gov

Overnight or hand delivery of Application:

Andria Howerton, RFA Coordinator
15-021 – Multi-Payer Data Aggregation Solution
3819 Pacific Avenue S.E., Suite A
Lacey, WA 98503

Applicants are hereby advised that the U.S. Postal Service does not make deliveries to our physical location. Applications may be delivered by hand or courier/overnight service to our warehouse/mailroom location.

If hand delivering the Applications, Applicant **must** actually hand the Application to an individual located at our warehouse/mailroom at address listed above. Staff at the warehouse will provide you with a receipt that provides you with a date and time the Application was received.

5.2 Communications

All Communications concerning this acquisition must be directed to the RFA Coordinator. Unauthorized contact regarding the RFA with other state employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on HCA. Applicants shall reply only on written statements issued by the RFA Coordinator. Solicitation to HCA employees is prohibited in any form.

Base your Application on the material contained in the RFA and any subsequent Amendments. Disregard any draft material you may have received and any oral representations by any party.

You may use email for any communications required in this RFA **except** your Application.

HCA does not take responsibility for any problems in the e-mail, or Internet delivery services either within or outside HCA.

5.3 Procurement Schedule

All Applicants must adhere to the following schedule of activities. Applicants mailing Applications should allow normal mail delivery time to ensure timely receipt of their Applications by the RFA Coordinator listed in this RFA. Late Applications will not be accepted, nor will time extensions be granted.

RFA PROCUREMENT SCHEDULE

Activity	Due Dates	Time
RFA Release Date	September 14, 2015	
Letter of Intent to Apply	September 28, 2015	2:00 p.m., Pacific Time
Questions from Applicants deadline	September 28, 2015	2:00 p.m., Pacific Time
HCA Official Answers to Applicants' Questions and LOI List posted	September 30, 2015	
<u>Pre-Application Conference Call</u>	<u>October 1, 2015</u>	<u>10:00 a.m., Pacific Time</u>
<u>Official Answer to Conference Call Questions posted</u>	<u>October 2, 2015</u>	
Complaints Deadline	October 7, 2015	2:00 p.m., Pacific Time
Applications Deadline from Applicants	October 15, 2015	2:00 p.m., Pacific Time
Written Evaluation Period	October 16, 2015 – October 27, 2015	
Oral Presentations	November 4 2015 – November 6, 2015	
Projected Announcement of Apparently Successful Applicants (ASA)	November 12, 2015	
Debriefing Request Deadline	November 17, 2015	2:00 p.m., Pacific Time
Potential Protest Period Deadline	December 1, 2015	2:00 p.m., Pacific Time
Contract Start Date (subject to CMMI prior approval)	On or before January 1, 2016	

HCA reserves the right to adjust this schedule as it deems necessary, at its sole discretion.

The contents of this RFA and any Amendments will be posted on WEBS. See Section 5.9 for information on how to register in the WEBS system.

5.4 (M) Minimum Requirements

- 5.4.1 The Applicant must be licensed to do business in the State of Washington.
- 5.4.2 Organizations must have submitted a Letter of Intent to Propose by the September 24, 2015 deadline in order to submit a response to this RFA.
- 5.4.3 Be an established health care organization (payer, provider, or affiliated) in Washington State with capacity to leverage and expand an existing data aggregation solution that includes the participation of at least one or more payers and/or provider group, by January 1, 2016.
- 5.4.4 Have a firm understanding and a willingness to comply with the State of Washington Office of the Chief Information Officer (OCIO) Security Standards, 141.10, found at <https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>.
- 5.4.5 Be able to demonstrate and attest to payer/provider commitments and readiness to incorporate a minimum of 25,000 enrollees from State Purchased Health Care Programs and 25,000 commercially insured lives in the model test by year one (1), expanding significantly by potential years two (2) and three (3).
- 5.4.6 Have an agreement with each Partner under the proposed LO to adopt VBP strategies for eighty percent (80%) of its purchasing efforts by January 31, 2019.

5.5 (M) Letter of Intent to Apply

You **must** send HCA a Letter of Intent to Apply to be eligible to submit an Application. The Applicant must submit the Letter of Intent to Apply by email only to the RFA Coordinator no later than **date and time stated in the RFA Procurement Schedule**. In the email, please reference the **15-021** in the subject line. By submitting the letter, the Applicant accepts the procedure, review criteria and the administrative instructions of this RFA.

Under no circumstances will Letters of Intent to Apply be accepted after the deadline. Submitting a Letter of Intent to Apply does not obligate you to submit an Application. Letters of Intent to Apply may be used as a pre-screening mechanism to determine whether minimum qualifications are met.

Information in your Letter of Intent to Apply should be placed in the same order as the following outline:

1. Applicant's Organization Name;
2. Applicant's authorized representative for this RFA (This representative shall also be named the authorized representative identified in the Applicant's Application);
3. Title of authorized representative;
4. Address;
5. Telephone number;
6. Email address;
7. Statement of intent to propose;
8. A statement that the Applicant meets **ALL** of the Minimum Requirements specified in Section 5.4 of the RFA; and

9. A list of all current payer or provider Partners and potential Partners. Please include the following table in your response:

Names of Payer or Provider Partners	Date joined data solution	# of providers reached	# of covered lives

Failure to submit a Letter of Intent to Apply which addresses all the elements above shall disqualify the Applicant from further participation in the RFA process.

HCA reserves the right to request clarification from the potential Applicant regarding their Letter of Intent to Apply response.

5.6 (M) Delivery of Applications

The Applications must be received by the RFA Coordinator at the address specified in Section 5.1 of this RFA no later than the **date and time** specified in the RFA Procurement Schedule. Applicants mailing Applications should allow normal mail delivery time to ensure timely receipt of their Applications by the RFP Coordinator. Applicants assume the risk for the method of delivery chosen. Applicants are encouraged to submit their responses at least one day early to ensure against unforeseen delivery issues such as weather or traffic problems. HCA assumes no responsibility for delays caused by the U.S. Postal Service, or other delivery systems regarding any documents relating to this RFA. Time extensions will not be granted. Documents received after the specified deadline will be deemed as non-responsive and will not be accepted, reviewed, or evaluated.

For the Application to be considered complete the applicant must respond to **all requirements** of this RFP. Failure to comply with any part of HCA’s RFP may result in the Application being disqualified for being non-responsive to HCA request.

All Applications and any accompanying documentation become the property of the HCA and will not be returned.

5.7 Applicants Questions and Answers

5.7.1 It is the responsibility of the potential Applicants to carefully read, understand, and follow the instructions contained in this RFA document and all Amendments to the RFA.

5.7.2 All questions regarding this RFA must be in writing (e-mail) and addressed to the RFA Coordinator. HCA will only answer questions received no later than the date and time specified in RFA Procurement Schedule. Questions received after the date and time stated in the schedule will not be accepted.

- 5.7.3 Questions will not be individually answered prior to the date scheduled for HCA responses unless the response could determine whether that Applicant submits a Letter of Intent to Propose or Application. Those questions and the response will become part of the official questions and answers (RFA Amendment).
- 5.7.4 Applicant's questions and HCA's official written answers will be posted on WEBS by the date in the RFA Procurement Schedule and must be downloaded from WEBS (see Section 5.9. WEBS will send out notices of the posting of the questions and answers only to those Applicants who have downloaded the RFA from WEBS. The RFA Coordinator will not send individual notification to Applicants when responses to the questions are available. Applicants are responsible for the accuracy of their contact information in WEBS. If you do not download bid documents, you will not receive any subsequent notifications regarding the RFA.
- 5.7.5 In order to receive notifications of this opportunity, Applicants must be registered in the following WEBS commodity codes: 948-07, 948-48, 948-74, and 918-78.

5.8 Complaint Process

- 5.8.1 A potential Applicant may submit a complaint regarding this RFA. Grounds for the complaint must be based on at least one (1) of the following:
 - 5.8.1.1 The procurement unnecessarily restricts competition.
 - 5.8.1.2 The procurement evaluation or scoring process is unfair or flawed.
 - 5.8.1.3 The procurement requirements are inadequate or insufficient to prepare a response.
- 5.8.2 The complaint must be submitted in writing to the RFA Coordinator by the Complaints Deadline. The complaint may not be raised again during the protest period.

The complaint must contain ALL of the following:

 - 5.8.2.1 The complainant's name, name of primary point of contact, mailing address, telephone number, and e-mail address (if any).
 - 5.8.2.2 A clear and specific statement articulating the basis for the complaint.
 - 5.8.2.3 A proposed remedy.
- 5.8.3 HCA will send a written response to the complainant before the deadline for Application submissions. This is the sole and exclusive process for submitting any complaint regarding the RFA and for HCA to resolve any such complaint. The complainant does not have the right to an adjudicative proceeding or to any other type of formal "hearing." The submission of complaint, and any HCA action on any such complaint, is not subject to or governed by the Administrative Procedure Act. The response will explain HCA's decision and steps it will take in response to the complaint (if any). The complaint and the

response, including any changes to the solicitation that may result, will be posted on WEBS. HCA's decision is final; no further appeal will be available.

5.9 WEBS Registration

HCA is required to post all bid opportunities on WEBS, the state's electronic vendor registration and bid notification system. If not currently registered, Applicants interested in obtaining notification of state bidding opportunities including those for HCA should register at <http://des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx>. There are step by step instructions to guide you through the process however, if you have difficulties, questions about the registration process may be directed to [WEBS Customer Service](#) or (360) 902-7400, 8:00 a.m. to 5:00 p.m., Monday – Friday.

The system is self-maintained and you are responsible for updating your registration information. You are required to use the WEBS vendor registration update functionality to update your registration information a minimum of once every calendar year. Only the account administrator can make changes or updates. Vendors have the ability to add as many additional contacts as necessary. Additional contacts may be branch locations as well as additional users who would like to receive notification of bid opportunities. In order to receive notifications **you must select "yes" for Bid notifications.**

Additional contacts do not have access to modify the vendor profile data but will have access to view and search for bid opportunities.

5.10 Pre-Application Conference Call

A Pre-Application Conference Call is scheduled to be held on Thursday October 1, 2015 from 10:00 AM to 11:00 AM Pacific Time. All applicants who submit a LOI will receive the Conference Call call-in information from the RFA Coordinator by close of business September 28, 2015. Prospective applicants are highly encouraged to participate. Administrative instructions, RFA requirements, and other clarifying information will be discussed during the Conference Call. All questions and answers from the Conference Call will be posted on WEBS and the HCA Contract and Procurement website per the RFA schedule. HCA shall be bound only to written answers to the questions. Any oral responses given at the Pre-Application Conference Call shall be considered unofficial

6 GENERAL PROVISIONS

6.1 Costs of Application Preparation

HCA will not be liable for any costs incurred by the Applicant in preparation of an Application submitted in response to this RFA, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this RFA.

6.2 Alternative Applications

Each Applicant may submit only one Application. Unless specifically required in the RFA if you include alternatives within your Applications, or send multiple Applications, HCA will reject all of your Applications.

6.3 Ownership of Applications

All Applications and materials submitted in response to this RFA shall become the property of HCA. HCA will have the right to use ideas or adaptations of ideas that are presented in the responses. Selection or rejection of the offer will not affect this right.

6.4 Insurance

Prior to contract execution, the Contractor may be required to provide a Certificate(s) of Insurance executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth in the Contract.

6.5 Recipient of Insufficient Competitive Applications/Response

If HCA receives only one (1) responsive Application as a result of this RFA, HCA reserves the right to either (a) select that Applicant, (b)select an organization that did not submit a bid but that HCA, in its sole discretion, concludes best meets the needs of HCA; or (c) not award any contract at all.

6.6 Non-Responsive Applications/Waiver of Minor Irregularities

HCA will not be liable for any errors or omissions in Applicant's Application. Applicants will not be allowed to alter Application documents after the RFA Responses due date identified in the RFA Procurement Schedule.

Read all instructions carefully. All Applications will be reviewed by the RFA Coordinator to determine compliance with administrative requirements and instructions specified in this RFA. If you do not comply with any part of this RFA, HCA may, at its sole discretion, reject your Application as non-responsive.

HCA reserves, in its sole discretion, the right to waive minor administrative irregularities contained in any Application, including, but are not limited to, items that:

- 6.6.1 Do not affect responsiveness;
- 6.6.2 Are merely a matter of form or format;
- 6.6.3 Do not change the relative standing or otherwise prejudice other offers;
- 6.6.4 Do not change the meaning or scope of the RFA;
- 6.6.5 Are trivial, negligible, or immaterial in nature;
- 6.6.6 Do not reflect a material change in the work; or
- 6.6.7 Do not constitute a substantial reservation against a requirement or provision.

6.7 Amendment to the RFA

HCA reserves the right to revise the RFA and to issue Amendment(s) to the RFA. HCA may correct errors in the solicitation document identified by HCA or an Applicant. Any changes or corrections will be made by one or more written Amendment(s), dated, and attached to or incorporated in and made a part of this solicitation document. In

addition, the answers to questions that are submitted to the RFA Coordinator, together with other pertinent information, shall be provided as an Amendment to the RFA. All changes must be authorized and issued in writing by the RFA Coordinator. If there is any conflict between Amendments/Addenda, or between an Amendment and the RFA, whichever document was issued last in time shall be controlling.

The Applicant is instructed to disregard any oral representations it may have received. Application evaluation will be based on the material contained in the RFA and any Amendments to the RFA that have been issued.

It is incumbent upon each potential Applicant to carefully examine these requirements, terms and conditions. If any potential Applicant believes there are discrepancies, omissions or ambiguities in this RFA, the Applicant may submit a written request to the RFA Coordinator for an interpretation. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information shall be made, in writing, (including email transmissions) to the RFA Coordinator, as specified in Section 5.1 of this RFA.

6.8 No Obligation to Buy

HCA reserves the right and without penalty to reject, in whole or in part, any or all Applications, to award no contract as a result of this RFA, to advertise for new Applications, to abandon the need for such services; and to cancel or reissue this RFA prior to execution of a contract if it is in the best interest of HCA to do so, as determined by HCA in its sole discretion.

6.9 Mandatory Response Overview

The Applicant must complete a response to each mandatory section. Applications may be disqualified for not completing Application sections. Each Mandatory item is noted with an (M) and scored on a Pass/Fail basis. Each Mandatory Scored item is noted with a (MS) and Desired Scored items is noted with a (DS) and scored based on how Applicant response meets compliance with requirement.

In response to each RFA requirement, Applicants must clearly state whether or not their Application meets the requirement by providing a detailed description of how they meet the requirement. The Application will be scored based on how well the Applicant meets HCA's requirements. Failure to meet an individual requirement will not be the basis for disqualification; however, failure to provide a response may be considered non-responsive and be the basis for disqualification of the Application.

6.10 (M) Proprietary Information/Public Disclosure

HCA is subject to the Public Records Act (chapter 42.56 RCW). Applicant's Response can be disclosed through the process set forth in this subsection. Portions of Applicant's Response may be protected from disclosure through the process set forth in this subsection.

6.10.1 Applicant cannot restrict its entire Response or entire sections of the Response from disclosure.

6.10.2 Applicant cannot restrict its pricing from disclosure.

Any attempts to restrict disclosure through use of footers on every page and/or statements restricting disclosure will not be honored and may subject Applicant to disqualification.

If Applicant wants to protect any Proprietary Information that is included in its Response from disclosure, the information must be clearly identified by Applicant as Proprietary Information. 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. Applicant must identify sections or pages claimed as Proprietary in its Letter of Submittal (Section 7.3 Letter of Submittal).

HCA will maintain the confidentiality of all information marked Proprietary to the extent consistent with the Public Records Act. If a public disclosure request is made to view Applicant's Proprietary Information, HCA will notify Applicant of the request and of the date that the Proprietary Information will be released to the requester unless Applicant obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Applicant fails to obtain the court order enjoining disclosure, HCA will release the Proprietary Information, on the date specified.

HCA's sole responsibility shall be limited to maintaining Applicant's identified Proprietary Information in a secure area and to notify Applicant of any request(s) for disclosure for so long as HCA retains Applicant's information in HCA records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Applicant of any claim that such materials are exempt from disclosure.

HCA will charge for copying and shipping any copies of materials requested as outlined in chapter 182-04 Washington Administrative Code (WAC). Address requests for copying or inspecting materials to the RFA Coordinator named in this RFA.

HCA will retain RFA records in accordance with Washington State and HCA Records Retention Schedules.

6.11 Acceptance Period

Applications providing less than one hundred twenty (120) calendar days for acceptance by HCA from the Applications due date will be considered non-responsive and will be rejected. Applications that do not address all areas requested by this RFA may be deemed non-responsive and may not be considered for a possible contract resulting from this RFA.

6.12 Authority to Bind HCA

The HCA Director and the Director's designees are the only persons who may legally commit HCA to the expenditures of funds under contracts or Amendments to the contract resulting from this RFA. The Contractor shall not incur, and HCA shall not pay, any costs incurred before a contract or any subsequent Amendment is fully executed.

6.13 Contract Terms

The Apparently Successful Applicant(s) will be expected to sign a Contract, Data Share Agreement, and Business Associates Agreement (BAA) with terms that are substantially similar as the samples included with this RFA as Attachment 1, Attachment 2, and Attachment 3. The contract will also incorporate this RFA and the successful Application.

Either party may propose additional contract terms and conditions during negotiation of the final contract. These terms and conditions will be within the scope of the RFA and will not affect the Application evaluations. However, as stated in this section, proposed alternate language to the Sample Contract (see Attachment 1) must be **attached** to Exhibit B, Certifications and Assurances.

If two or more organizations' joint Application is apparently successful, **one organization must be designated as the Prime Applicant**. The Prime Applicant will be HCA's sole point of contact and will bear sole responsibility for performance under any resulting contract.

If the Apparently Successful Applicant(s) refuses to sign the final contract within thirty (30) business days of delivery, HCA may cancel the selection and award the contract to the next-highest-ranked Applicant(s).

6.14 Federal Funding Accountability and Transparency Act (FFATA)

The resulting contract may be supported by federal funds that 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, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com

You will be required to complete a Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form (**sample attached**) which must be returned with your signed contract. If this form is not completed and returned, your contract will not be executed until it has been received by HCA.

Required Information about your 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 by both HCA and your organization. You may register with CCR on-line at <https://www.uscontractorregistration.com/>

6.15 Centers for Medicare and Medicaid Services (CMS) Approval

Any contract awarded as a result of this RFA may require the approval of CMS and/or the Center for Medicare and Medicaid Innovation (CMMI). Should CMS and/or CMMI fail to approve the contract resulting from this RFA, the resulting Contract may be terminated in accordance with the "Savings" clause of the Contract.

6.16 Incorporation of RFA and Application in Contract

This RFA and the Applicant's response, including all promises, warranties, commitments, and representations made in the successful Application, shall be binding and incorporated by reference in HCA's contract with the Applicant.

6.17 Most Favorable Terms

HCA reserves the right to make an award without further discussion of the Application submitted. Therefore, the Application should be submitted initially on the most favorable terms that the Applicant can offer. At its discretion, HCA reserves the right to request best and final offers from the RFA finalists. Applicant must be prepared to accept this RFA for incorporation into a contract resulting from this RFA. The contract may incorporate some or the Applicant's entire Application. It is understood that the Application will become a part of the official file on this matter without obligation to HCA.

6.18 Withdrawal of Applications

The Applicants may withdraw an Application that has been submitted at any time up to the Application due date and time in Section 5.3. A written request signed by an authorized representative of the Applicant must be submitted to the RFA Coordinator by email. After withdrawing a previously submitted Application, the Applicant may submit another Application at any time up to the Application due date and time as listed in Section 5.3 of this RFA.

6.19 Application Clarifications

HCA will make the sole determination of clarity and completeness in the Applications to any of the provisions in this RFA. HCA reserves the right to require clarification, additional information and materials in any form relative to any or all of the provisions or conditions of this RFA.

6.20 Non-Endorsement

No informational pamphlets, notices, press releases, research reports and/or similar public notices concerning this project, may be released by any Apparently Successful Applicant, without obtaining prior written approval from HCA.

6.21 Waivers

HCA reserves the right, at its sole discretion, to waive specific terms and conditions contained in this RFA. It shall be understood by Applicants that the Application is predicated upon acceptance of all terms and conditions contained in this RFA, unless the Applicant has obtained such a waiver in writing from HCA prior to submission of the Application. Such a waiver, if granted, will be granted to all Applicants.

6.22 Conditional Sales Contract

The State may not enter into a conditional sales contract, unless the contract can be cancelled for non-allocation of funds by the legislature, with no penalty to the State.

6.23 Worker's Compensation Coverage

The Contractor 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. Neither the State of Washington nor HCA will be held responsible in any way, for claims filed by the Contractor or their employees for service(s) performed under the terms of the contract awarded from this RFA.

6.24 Minority and Women Owned and Veteran Owned Business Enterprises

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, and RCW 43.60A.200 and 39.22.240, the State of Washington encourages participation by veteran-owned business enterprises and Minority- & Women-Owned Business Enterprises (MWBE), either self-identified or certified by, respectively, the Department of Veterans Affairs or the Office of Minority & Women's Business Enterprises (OMWBE). While the State does not give preferential treatment, it does seek equitable representation from the veterans, minority and women's business communities.

Participation by veteran-owned and MWBE Contractors may be either on a direct basis in response to this RFA or as a subcontractor to a Contractor. However, no preference will be given in the evaluation of Applications, no minimum level of MWBE or veteran-owned business participation shall be required, and Applications will not be evaluated, rejected or considered non-responsive on that basis.

Applicants may contact the Office of Minority & Women's Business Enterprises (OMWBE) at <http://www.omwbe.wa.gov/index.shtml> and/or the Department of Veterans Affairs at <http://www.dva.wa.gov/program/certified-veteran-and-servicemember-owned-businesses> to obtain information on certified firms for potential sub-contracting arrangements or for information on how to become certified.

6.25 Right to Withdraw Award

HCA reserves the right to withdraw the letter of award if prior to executing the contract a receiver is appointed to take possession of the ASA's assets, the ASA makes a general assignment for the benefit of creditors, or the ASA becomes insolvent or takes or suffers action under the federal Bankruptcy Act. In such event, HCA may, in its sole judgment, issue a letter of award to the ASA ranked second as a result of the Application evaluation.

7 APPLICATION CONTENT AND SUBMISSION

7.1 (M) Submission of Application

Applicants are required to submit their Application in both CD and hard copy format. Applicants must submit one (1) hard copy with original signatures and five (5) identical copies of their Application. Submit one (1) electronic copy of all required information on a CD-RW/CD-ROM in Microsoft Office 2003 or later or Adobe PDF. Ensure the diskette is labeled with the date, RFA title, RFA number, and Applicant's name and packaged with the original copy of the Application.

The RFA Coordinator must receive the Application at the address specified in Section 5.1 no later than the date and time specified in RFA Procurement Schedule. Late Applications will not be accepted and shall automatically be disqualified from further consideration. The method of delivery shall be at the Applicant's discretion and it is the Applicant's sole risk to assure delivery at the designated office. Faxed or emailed Applications will not be accepted and will be disqualified.

For the Application to be considered complete the Applicant comply with all requirements of this RFA. Applicants must submit an Application that responds to all sections of the RFA. Applicant's failure to comply with any part of HCA's RFA may result in the Applicant's Application being disqualified as non-responsive to HCA request.

7.2 (M) Application Format

The Application should be prepared simply and economically, providing straightforward and concise description of the Applicant's ability to meet the requirements of this RFA.

Applications must be prepared using 11 or 12-size font Arial or Times New Roman and printed on single or double sided 8.5" x 11" inch paper using separators for the major sections of the Application with each copy bound either by binder clips or in 3-ring binders. **Do not use spiral binding.**

The Application must contain information responding to all Mandatory Requirements in each of the major requirements and must include all of the Exhibits completely filled out and signed by an authorized Applicant representative.

The major sections of the RFA shall include:

- Exhibit A – Letter of Submittal
- Exhibit B – Certifications and Assurances
- Letters of Commitment
- Technical Specifications Application
- Exhibit C – Total Payments to Providers in Dollars and Percentage of Revenue by Payment Category (requirement of Section 4.3.3.2)
- Cost Specifications Application

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

All pages must be consecutively numbered. The firm name and the page number may be located at the top or bottom, but the location must be consistent throughout.

Title and number your response to each item in the same order it appears in the RFA by restating the question number and text of the requirement in sequence and writing the response immediately after the requirement statement. **Failure of the Applicant to respond to any mandatory requirements may cause the entire Application to be eliminated from further consideration.**

Attachments must be labeled and the question number to which it responds must be indicated.

For Mandatory requirements (M), or Mandatory Scored requirements (MS), the Applicant must always indicate explicitly whether or not the Applicant's proposed solution meets the requirement. A response of "not applicable" is considered non-responsive. Do not respond by referring to other sections of your Application. Do not refer to websites or other sources in your RFA. The evaluators will only evaluate materials provided in the Application that are responsive to the requirements.

The number in parentheses after each question or requirement represents the maximum number of points that may be awarded for the Applicant's response to that question or requirement.

Applications must be only based on the material contained in this RFA. Applicants are to disregard any previous draft material and any oral representations they may have received.

Brevity and clarity in your Application is essential. Be succinct, concrete, and use quantifiable descriptions whenever possible. It is the Applicant's responsibility to ensure all of the pages are included in all of the copies and all pages are numbered. Reviewers will not have access to pages that were included in the original, but not in their copies.

7.3 (M) Letter of Submittal

The Letter of Submittal will be submitted using Exhibit A, Letter of Submittal. Applicants must complete all sections of Exhibit A, Letter of Submittal. Signing the Exhibit A, Letter of Submittal, indicates the Applicant accepts the terms and conditions of the RFA. Failure to address all of the elements identified in Exhibit A, Letter of Submittal may result in disqualification.

Carefully read Exhibit A, Letter of Submittal as there are additional pages that you must attach to Exhibit A, Letter of Submittal, depending on your responses to the questions.

8 EVALUATION

The evaluation process is designed to award a Contract not necessarily to the Applicant of least cost, but rather to the Applicant with the best combination of attributes based upon the evaluation criteria. However, Applicants are encouraged to submit Applications which are consistent with State government efforts to conserve state resources.

Evaluations will only be based upon information provided in the Applicant's Application. In those cases where it is unclear to what extent a requirement has been addressed, the RFA Coordinator may, at their discretion, contact the Applicant to clarify specific points in a response. Applicants should take every precaution to assure that all answers are clear, complete and directly address the specific requirement. Applications will be evaluated strictly in accordance with the requirements set forth in this RFA and any issued Amendment.

8.1 Evaluation Procedures

Responsive Applications will be evaluated strictly in accordance with the requirements stated in this RFA and any Amendment issued. The evaluation of Applications shall be accomplished by an evaluation team, to be designated by HCA, which will determine the ranking of the Applications.

- 8.1.1 All Applications received by the stated deadline will be reviewed by the RFA Coordinator to ensure that the Applications contain all of the required information requested in the RFA. Only responsive Applications that meet the requirements will be forwarded to the evaluation team for further review. Any Applicant who does not meet the stated qualifications or any Application that does not contain all of the required information will be rejected as non-responsive.
- 8.1.2 Responsive Applications will be reviewed and scored by an evaluation team using a point/weighted scoring system. Applications will be evaluated strictly in accordance with the requirements set forth in this RFA and any Amendment that are issued.
- 8.1.3 The top three (3) scoring Applicants from the written evaluation will be invited to Oral Interviews. The RFA Coordinator will notify the finalists to schedule the exact time and location.
- 8.1.4 The Applicant with the highest combined score will be invited to begin contract negotiations.

8.2 Evaluation Scoring

The maximum number of evaluation points available is 300. The Mandatory Requirements are evaluated on a pass/fail basis. The following weighted points will be assigned to the Application for evaluation purposes.

Specific Criteria for RFA Evaluation:

Evaluation Criteria	Maximum Weighted Points Possible
(M) RFA Compliance	N/A
(M) Mandatory Management Review <ul style="list-style-type: none"> • Letter of Intent to Propose – Section 5.5 • Letter of Submittal – Section 7.3 	N/A
(MS) Letters of Commitment – Section 4.2	50
(MS) Technical Application – Section 4.3	150
(MS) Cost Application – Section 4.4	30
(MS) Oral Interviews – Section 4.5	70
Total	300 Points

8.3 References

HCA reserves the right to obtain and consider information from other sources concerning an Applicant, such as Applicant’s capability and performance under other contracts, the qualification of any subcontractor identified in the Application, Applicant’s financial stability, past or pending litigation, and other publicly available information.

8.4 Pass/Fail Evaluations

The RFA Compliance and Mandatory Management Review sections of the Applicant’s Application will be scored on a Pass/Fail basis. Applications receiving a failing score from the RFA Compliance and Mandatory Management Review will be viewed as not meeting the minimum mandatory requirements and will be eliminated from further consideration. Only responses passing all Mandatory requirements will be further evaluated and moved forward to the Evaluation Team.

8.5 Mandatory Scored (MS) Requirements: Letters of Commitment, Technical, and Oral Interview Specifications

Responses that pass all Mandatory requirements will be further evaluated and scored. Evaluators will evaluate and assign a score to each MS and DS requirement based on how well the Applicant’s response matches the requirement.

Evaluators will assign scores on a scale of zero (0) to ten (10) where the end and midpoints are defined as follows:

Score	Description	Discussion
0	No value	The Response has omitted any discussion of this requirement or the information provided is of no value. Applicant has no understanding of the Healthier Washington Initiative or Payment Model Test 4.
3	Poor	The Response has not fully established the capability to perform the requirement, has marginally described its ability, or has simply restated the requirement. Applicant shows little understanding of the Healthier Washington Initiative and Payment Model Test 4.
5	Average	The Response shows an acceptable capability to meet this criterion and has shown sufficient detail to be considered “as meeting minimum requirements.” Applicant shows sufficient understanding of the Healthier Washington Initiative and Payment Model Test 4.
7	Good	The Response indicates an above-average capability and has provided a complete description of the capability or an alternative. Applicant shows an above-average understanding of the Healthier Washington Initiative and Payment Model Test 4.
10	Excellent	The Response has provided an innovative, detailed demonstration of the capability or established, by references and presentation of information or material, far superior capability in this area. Applicant shows detailed knowledge and understanding of the Healthier Washington Initiative and Payment Model Test 4.

A score of zero (0) on any Mandatory Scored requirement may cause the entire response to be eliminated from further consideration.

8.6 Mandatory Scored (MS) Requirements: Cost Application

- 8.6.1 Detailed Budget and Narrative: The detailed budget proposal will be scored based on the Applicant’s proposed detailed budget and cost narrative together using the scoring scale in Section 8.5 and weighted to a max five (5) points out of the thirty (30) total cost points.
- 8.6.2 In-kind Budget: The Applicant proposing the highest cost for their in-kind budget will receive max points of 25 out of the thirty (30) total cost points. The next highest Applicant will receive 18 points, the third highest will receive 16 points, and so on.
- 8.6.3 Both scores from the funding budget and the in-kind budget will be added together to make the Applicants final Cost score.

8.7 Final Score and Selection of Apparently Successful Applicant(s)

The RFA Coordinator will compute the Applicant's Final Score by totaling the Section Scores from Applicant's Technical, Letters of Commitment, Oral Interviews and Cost Application.

Final Score = Letters of Commitment Score + Technical Score + Oral Interviews + Cost Application Score

8.8 Substantially Equivalent Scores

If two (2) or more Applications receive equivalent scores, HCA may, at its sole discretion, select as apparently successful the Applicant whose Application is in HCA's best interest. Equivalent scores are scores separated by two (2.0) or less points.

HCA's best interest will be defined by HCA managers and communicated to Applicants with equivalent scores in writing.

8.9 Contract Award

Applicant with the highest Final Score will be selected as an Apparently Successful Applicant. Upon determining the Apparently Successful Applicant, HCA will provide notification as such by the date identified in RFA Procurement Schedule.

8.10 Notification of Unsuccessful Applicants

Applicants, whose Applications have not been selected will be notified via email.

8.11 Debriefing of Unsuccessful Applicants

Applicants who submitted an Application and were not selected will be given the opportunity for a debriefing conference. The RFA Coordinator must receive the request for a debriefing conference within three (3) business days after the notification of unsuccessful Applicant email is sent. The debriefing shall be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Applicant's Application including the factors considered in the evaluation of the requesting Applicant's Application and Applicant's performance with regard to the solicitation requirements. Comparisons between Applications or evaluations of the other Applications 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.

9 RESOLUTION OF PROTESTS

9.1 Protests

Applicants protesting this procurement shall follow the procedures described in section 9.3 below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Applicant under this procurement.

HCA shall not accept any protest before the announcement of the Apparently Successful Applicant. This procedure is available to Applicants who submitted a response to this RFA document and who have participated in a debriefing conference. HCA must receive a protest within five (5) business days of the debriefing.

9.2 Procurement Records Disclosure

An Applicant may request copies of solicitation and evaluation documents or may inspect solicitation and evaluation documents in order to make a decision about the efficacy of making a protest. Such a request must be in writing and sent to the RFA Coordinator. HCA will respond as follows within five (5) Business Days of receipt of the request.

9.2.1 The requested documents will either be sent to or made available to the requesting Applicant, except for any portions of the documents that have been identified as Proprietary Information. HCA will follow the process set forth in Section 6.10 Proprietary Information/Public Disclosure before disclosing any portions of Applications that have been identified as Proprietary Information.

9.2.2 If more time is needed, HCA will inform the requestor of the date the requested documents will be available.

9.3 Grounds for Protest

A protest may be made based on these grounds only:

9.3.1 A matter of bias, discrimination, or conflict of interest on the part of an evaluator;

9.3.2 Errors in computing the scores; or

9.3.3 Non-compliance with procedures established in this RFA document` or HCA protest process or DES requirements.

Protests not based on these grounds will not be considered. Protests will be rejected as without merit if they address issues such as: 1) An evaluator's professional judgment on the quality of an Application, or 2) HCA's assessment of its own needs or requirements.

9.4 Protest Form and Content

A Protest must state all of the facts and arguments upon which the Protest is based, and the grounds for the Protest. It must be in writing and signed by a person authorized to bind the Applicant to a contractual relationship. At a minimum, the Protest must include:

- 9.4.1 The name of the protesting Applicant, mailing address and phone number, and the name of the individual responsible for submission of the Protest;
- 9.4.2 The RFA number and title;
- 9.4.3 A detailed and complete statement of the specific action(s) by HCA under protest;
- 9.4.4 The grounds for the Protest;
- 9.4.5 Description of the relief or corrective action requested.

Applicants may attach to their Protest any documentation they have to offer in support.

9.5 Submitting a Protest

Protests must be in writing, must be signed by the Applicant and must be received by the HCA Contract Administrator at the address below within five (5) Business Days after the debriefing conference. Protests may be submitted by email.

All protests shall be emailed to Laura Wood, HCA Contract Administrator as follows:

Email: contracts@hca.wa.gov

The subject Line must contain the RFX Title and RFX number. Example: RFA#12-123, Save the Children

Upon HCA's receipt of a protest, a review and investigation will be conducted by a neutral party that had no involvement in the evaluation and award process. The reviewer will conduct an objective review of the Protest, based on the contents of the written Protest and the RFA and any Amendments, the Applications, all documents showing evaluation and scoring of the Applications record and any other pertinent information and issue a decision within ten (10) Business Days of receipt of the protest, unless additional time is needed. If additional time is needed, the protesting Applicant will be notified of the delay.

In the event a protest may affect the interest of another Applicant that submitted an Application, such Applicant will be given an opportunity to submit its views and any relevant information on the protest to the Contract Administrator.

HCA will make a final determination of the protest and will:

- 9.5.1 Find the protest lacking in merit and uphold HCA's action.
- 9.5.2 Find only technical or harmless errors in HCA's acquisition process and determine HCA to be in substantial compliance and reject the protest.

9.5.3 Find merit in the protest and provide HCA options which may include:

9.5.3.1 That HCA correct the errors and re-evaluate all Applications

9.5.3.2 That HCA reissue the RFA document and begin a new process

9.5.3.3 Other courses of action as appropriate

If the reviewer determines that the protest is without merit, HCA will enter into a contract with the Apparently Successful Applicant. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.