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| Request for Proposals |
| Center of Excellence for Spinal Fusion Bundled Episode of Care |
| **RFP No. 2613** |

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| **Released on:** | February 16, 2018 |
| **Proposal Due Date:** | April 20, 2018 **no later than** 2:00 PM, Pacific Time |
|  | Proposals must be received via email & electronically date/time stamped on or before the Proposal due date and time in the following inbox: contracts@hca.wa.gov.  |
| **Procurement Coordinator:** | Lesley HoughtonProcurement CoordinatorPhone: (360) 725-1353Email: contracts@hca.wa.gov  |

**Bidder Eligibility:** This procurement is open to those Bidders that satisfy the minimum qualifications stated herein and that are available to work in the state of Washington.

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

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## INTRODUCTION

## Purpose & Scope

The Washington State Health Care Authority (HCA), through the Employees and Retirees Benefits (ERB) Division, is soliciting for one (1) or more Centers of Excellence (COE) to provide a spinal fusion bundled episode of care (Spinal Fusion Bundle) for eligible Members enrolled in certain health plans administered by HCA. It is anticipated that at the onset of the Contract only those enrolled in the Uniform Medical Plan (UMP) Classic and Consumer-Directed Health Plan (CDHP) established under the Public Employees Benefits Board (PEBB) will be eligible to participate in the program. HCA believes that participation may be extended to include Members enrolled in other health plans within HCA, including PEBB Program Members in other health plans and, beginning January 1, 2020 Members of the School Employees Benefits Board (SEBB) Program. The Spinal Fusion Bundle will be comprised single-level lumbar fusion as recommended by [The Bree Collaborative](http://www.breecollaborative.org/wp-content/uploads/Lumbar-Fusion-Bundle-Final.pdf)[[1]](#footnote-1), as well two-level lumbar fusions that draw upon the principles of the Bree Collaborative lumbar fusion bundle, and will be offered within Washington State through the COE Program, administered by Premera Blue Cross (Program Administrator). The Spinal Fusion Bundle will be effective in Washington State starting January 1, 2019.

HCA requires Apparent Successful Bidder(s) (ASB) to provide the services and staff necessary to meet its operational and strategic objectives to implement the Spinal Fusion Bundle through the COE Program.

HCA requires the ASB(s) to have the following demonstrated experience and capabilities:

1. Deliver high-quality, evidence based Spinal Fusion Bundles following the Bree Collaborative Guidelines, and the applicable Health Technology Clinical Committee (HTCC) decisions to eligible Members seeking spine surgery as defined in this RFP;
2. Have knowledge, experience and the capacity to provide a patient centered bundled episode of care for the Spinal Fusion Bundle;
3. Be financially and clinically accountable for Spinal Fusion Bundle (including professional and facility care);
4. Produce quality health outcomes, as measured by, but not limited to, thirty (30), sixty (60), and ninety (90) days post operation reports, readmissions, infection rates, etc.;
5. Have a dedicated care team that, at minimum, includes physiatrist, surgeon, primary care provider, and physical therapist;
6. Use Certified Health Information Technology in the Spinal Fusion Bundle administration and implementation; and
7. Accept one bundled payment for each billed bundled episode of care.

In addition, the HCA provides health care coverage to over 2 million Washingtonians as the single state agency administering the Medicaid program within Washington: Apple Health. As the HCA continues to find innovative ways to partner with those involved in the delivery of health care to the PEBB and SEBB populations, it wants to also better serve those getting care through Apple Health. This includes improving the quality of care generally and extending value-based payment strategies, such as COEs providing bundled episodes of care, to those served by Apple Health. While the Contract(s) resulting from this RFP will be limited to certain PEBB and SEBB Programs Members, the HCA is looking to work with the ASB(s) in order to implement new and creative ways to extend benefits of value-based payment arrangements to the Apple Health population in future procurements.

Bidders responding to this RFP must appoint one (1) intended COE per proposal. A health system with more than one COE for a Spinal Fusion Bundle must submit separate proposals for each COE.

HCA anticipates releasing a second RFP in 2019, to give providers another opportunity to become a COE for the Spinal Fusion Bundle program for Members in future years.

## BACKGROUND

The ERB Division is comprised of two (2) major programs: the PEBB and the SEBB. The PEBB Program offers medical, dental, life, and long-term disability coverage to eligible employees and retirees, and their dependents. The SEBB Program, which is a new program created within HCA due to the passage of Engrossed House Bill 2242 (Laws of 2017, Chapter 13, Part VIII), will offer a suite of benefits, including medical, to eligible K-12 school employees (including school districts, education service districts, and charter schools) effective January 1, 2020. As of December 2017, PEBB provides medical benefits for 373,000 Members, including state and other public employees, pre-Medicare retirees, Medicare retirees, and dependents. With the addition of the SEBB Program, the population served by the ERB Division is expected to grow by an additional 122,000 to 300,000 or more Members. HCA does not yet have complete SEBB Program Member demographic utilization data, but PEBB Member demographic utilization data will be distributed via email to Bidders after receipt of Bidder’s signed Non-Disclosure Agreement (NDA) found in Exhibit 1, as part of the Letter of Intent (LOI) requirement.

HCA currently offers one (1) bundled episode of care benefit for total hip and knee replacements to PEBB Program Members enrolled in UMP Classic and UMP CDHP through a COE, Virginia Mason. HCA intends to expand the COE Program by offering the Spinal Fusion Bundle benefit described herein. Bundling episodes of care is just one way HCA is committed to “Paying for Value” by moving away from “fee-for-service” payment models to alternative payment models, such as bundling, which promotes patient safety, increases quality of care, and enhances patient-centered, coordinated care.

“Paying for Value” is a core strategy of HCA’s Healthier Washington Initiative (Healthier Washington). Healthier Washington charts a bold course for transformative change in the way health care is delivered and paid for in Washington State. This initiative was embraced by the Washington State Legislature in 2014 through the passage of E2SHB 2572 (Laws of 2014, Ch. 223), 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.” The legislature anticipates this effort will “reduce extraneous medical costs, across all medical programs . . . to generate budget savings identified in the omnibus appropriations act.” Laws of 2014, Ch. 223, § 7(4).

As the largest purchaser of health care services in Washington State, HCA is changing how it purchases health care to focus on value, not volume. Through a multi-year phased approach, HCA will drive accountable-care and value-based purchasing strategies statewide in an effort to phase out traditional fee-for-service payment models; align provider, payer and consumer incentives; and reward value, quality, effectiveness and efficiency. Washington State aims to drive 90% of state-financed health care, and 50% of the commercial market, to value-based payment by 2022.

To accomplish its purchasing goal, HCA implement value-based payment arrangements and evidence-based purchasing strategies, including alternative payment models developed by the Dr. Robert Bree Collaborative (Bree Collaborative). A multi-stakeholder group in Washington State, the Bree Collaborative was established in 2011 by the Washington State Legislature (ESHB 1311) “to provide a mechanism through which public and private health care purchasers, health carriers, and providers can work together to identify effective means to improve quality health outcomes and cost-effectiveness of care.” Laws of 2011, Ch. 313, § 1(3)

In 2014, The Bree Collaborative adopted an evidence-based Lumbar Fusion Surgical Bundle and Warranty. This bundled episode of care defines expected components of pre-operative and post-operative care for successful lumbar fusion surgery, and includes both clinical components and quality standards. The Bree Collaborative recommendation is limited to single level spinal fusion, and will be used as a minimum standard by HCA for multi-level spinal fusion surgeries included in the Spinal Fusion Bundle.

Incentives to Members for the Spinal Fusion Bundle services may include little-to-no out-of-pocket cost (CDHP Members will need to meet their deductible first), as well as a travel benefit. Eligible Members will be able to receive spinal fusion services outside of the COE Program, but at their health plan’s normal benefits coverage (in-network vs. out-of-network) and cost sharing (deductible, co-insurance, co-pays, etc.).

HCA reserves the right to narrow or expand the eligible population as it deems necessary in order to meet its strategic goals.

## Centers of Excellence Program

Premera Blue Cross serves as the Program Administrator of HCA’s COE Program.

The COE Program allows eligible Members to self-refer to the Program Administrator or be referred by a provider in order to learn more about or how to participate in the COE Program. Members must be enrolled in an HCA eligible health plan to participate in the program.

Once an eligible Member participates in a bundled episode of care program (Participant), the Program Administrator will work with the Member to complete any necessary forms and gather medical records, which will then be sent to a contracted COE. The COE will review the Participant’s medical records and make a decision on whether or not the Participant is clinically eligible to continue in the program.

If the COE determines the Participant is clinically eligible to participate in the program, the COE will provide the necessary services to complete the bundled episode of care. Upon completion of the bundled episode of care, the COE will aggregate all the claims into one claim file to be submitted electronically to the Program Administrator for processing. Although the ASBs are not required to currently have a bundled episode of care process in place, it is required that, by January 1, 2019, the ASB(s) will be able to electronically submit an aggregated claims file to the Program Administrator.

In order to encourage eligible Members to participate in the COE Program, HCA anticipates it will continue to fund the cost of travel. This will cover some, if not most travel expenditures for the Participant and their approved Care Companion. The cost of travel may include, but is not limited to, eligible flights, mileage reimbursement, parking, and hotel stay while the Participant receives their bundled episode of care.

## SCOPE OF WORK

The ASB(s) will provide the services and staff necessary to meet the operational and strategic objectives of the HCA to implement the Spinal Fusion Bundle. The ASB(s) will deliver a high-quality evidence based Spinal Fusion Bundle and Warranty, using the clinical guidelines found in the Clinical Indicators for Appropriateness table in Exhibit 2.

1. **Evaluation Only Bundle**
	1. The ASB will be required to provide a comprehensive evaluation by a collaborative care team to all Participants who are referred to the ASB by the Program Administrator. The evaluation will follow the process for Cycle 1 of the Bree Collaborative Recommendation for Lumbar Fusion Bundled Episode of Care while applying the clinical indicators for appropriateness in Exhibit 1 as well as the applicable HTCC coverage decisions when determining surgical indicators.
	2. The Evaluation Only Bundle will be billed separately as a single episode (no surgery) to the Program Administrator if:
2. The ASB determines the Participant is not clinically appropriate for surgery;
3. The ASB determines the Participant is clinically appropriate, but through shared decision making the Participant decides not to go through with surgery; or
4. The ASB determines the Participant is clinically appropriate for surgery, but is not fit for surgery and the Participant does not follow through with fitness requirements, or decides to drop out of the COE Program.

***Notes on non-surgical therapy:*** Use of opioids is discouraged. However, if they are used, ASB(s) must follow the UMP opioid clinical policy found in Exhibit 4. If injection therapy is used as an adjunct to non-surgical care, it should comply with the determination of the HTCC. The spinal injection HTCC findings and determination is provided in Exhibit 3.

1. **Spinal Fusion Bundles**
	1. The ASB(s) must have the capability to provide both single and two-level lumbar fusions. After the evaluation is completed and the Participant is determined appropriate for either a single or two-level lumbar fusion, the provider will follow Cycles 2-4 of the Bree Collaborative Recommendation for Lumbar Fusion Bundled Episode of Care.
	2. The Spinal Fusion Bundle will be billed to the Program Administrator after the Participant has been discharged from the hospital following their surgery.

Responsibilities of the ASB(s) include, but are not limited to, the following:

1. Work in partnership with HCA to develop a Warranty that follows the Bree Collaborative recommendation for lumbar fusion.
2. ASB(s) will submit claims for each bundled episode of care to the Program Administrator as part of the COE Program, which will be paid post-discharge, within an agreed upon timeline.
3. The ASB(s) will work towards and have implemented an electronically billed single, bundled claim file for all claims under this Program by January 1, 2019; and ASB will accept one bundled payment for an episode of care to be divided up and dispersed to participating providers by the ASB’s organization. ASB(s) must have the ability to be paid based on a Prospective Payment Methodology, or the potential to be paid prospectively no later than January 1, 2019.
4. The ASB(s) will participate in a quality improvement collaborative with spine surgeons, anesthesiologists and hospital institutions to share best practices and evidence-based approaches to improve care for a broader population of patients, including the Foundation Health Care Quality’s Spine Surgical Clinical Outcomes Assessment Program (SCOAP) program.
5. ASB(s) will provide timely, regular data reports at quarterly meetings with HCA.
6. ASB(s) will provide appropriate, timely, and convenient access to care for Members.
7. ASB(s) will be responsible for demonstrating the established clinical and quality standards have been met.
8. ASB(s) will establish an exception process for the cases in which a provider recommends proceeding with treatment for a patient who does not meet all the appropriateness or safety standards established by the Bree Collaborative.
9. ASB(s) will meet with other purchasers interested in emulating this approach.
10. ASB(s) will ensure that participating neurosurgeons are board certified or board eligible.
11. ASB(s) will ensure that participating orthopedic surgeons are board certified or board eligible and have successfully completed a spine fellowship.
12. ASB(s) must ensure providers/provider group(s) performing surgery will maintain or participate in a registry of all patients having first-time, single and multi-level lumbar fusion excluding patients with surgery for fracture, infection, cancer, or inflammatory conditions. This registry will be updated quarterly and be available for reporting to current or prospective purchasers and their health plan. It will be made available to quality organizations such as the Washington Health Alliance and the Foundation for Health Care Quality.
13. ASB(s) must abide by the UMP Opioid Clinical Policy in Exhibit 4 and any updates thereto throughout the term of the ASB’s participation in the COE Program.
14. In the first year, ASB(s) will implement methods to measure appropriateness, evidence-based surgery, return to function, and the patient care experience according to the standards established in the Bree Collaborative’s Lumbar Fusion Surgical Bundle report. In the second year of the contract, your organization will be able to report on the results to HCA and other interested purchasers upon request.
15. Beginning in the first year, ASB(s) will be able to report on the measures noted in section 5 of the Bree Collaborative’s Lumbar Fusion Surgical Bundle, “Standards for Patient Safety and Affordability.”

The responsibilities of HCA will include, but are not limited to, the following:

1. Require the Program Administrator to make payments to the ASB(s) for Clean Claims.
2. Enforce payment in the event Program Administrator does not make payments to ASB(s).
3. Provide financial incentives to eligible Members to utilize the contracted COE(s) for Spinal Fusion Bundle.
4. Review quality performance measures and determine if the requirements are met.
5. Require the Program Administrator to advertise to and educate Members.
6. Update any Member materials, such as the Certificates of Coverage.

The responsibilities of the Program Administrator include, but are not limited to, the following:

1. Claims and payment processing.
2. Help in identifying potential Participants based on analysis of claims data.
3. Some care management.
4. Gathering medical records and sending them to the Contractor(s).
5. Customer services.
6. Regular and timely maintenance of the COE Program website.
7. Performance reporting.
8. Facilitates travel arrangements for eligible Enrollees who participate in the COE Program.

HCA reserves the right to add or remove requirements to meet its operations and strategic objectives to implement the Spinal Fusion Bundle.

## MINIMUM qualifications

Bidders responding to this RFP must meet the following minimum qualifications:

1. Be licensed to conduct business in the state of Washington. If the Bidder is not currently licensed, Bidder must provide a commitment that it will become licensed within thirty (30) calendar days of being selected as an ASB.
2. Be a Washington In-State Provider.
3. Perform all Spinal Fusion Bundle procedures within scope of the RFP in the state of Washington.
4. Be able to provide a comprehensive evaluation for surgery.
5. Be able to offer the Spinal Fusion Bundle for the single-level and two-level lumbar fusions when appropriateness for surgery requirements are met.
6. Have the capacity to manage the volume of the spinal fusion procedures for the Member population served by HCA.
7. Spinal surgeons who will be performing surgeries under the COE Program, must have performed a minimum of twenty (20) surgeries in the past twelve (12) adjacent months.

The HCA intends to award Contract(s) resulting from this solicitation to the responsive Bidder(s) whose response to the RFP best meets the requirements and strategic goals of the HCA. These requirements include, but are not limited to a combination of: demonstrated quality outcomes; a team-based approach throughout all stages of the bundle; adherence to evidence-based guidelines as required in this RFP; and cost. The HCA reserves the right to award zero (0), one (1), or more Contracts as a result of this RFP.

**The HCA does not represent or guarantee any minimum purchase. This solicitation does not obligate the HCA to contract for the services specified herein. The HCA reserves the right to terminate this procurement at any time for any reason that HCA determines in its sole discretion.**

## TERM

The initial term of the Contract resulting from this RFP shall be approximately from October 31, 2018 through December 31, 2022, with the option to extend for additional term(s). Extension(s) for additional terms of one (1) year, or portions thereof, shall be offered at the sole discretion of the HCA. The total Contract term, including the initial term and all subsequent extensions, shall not exceed ten (10)Plan Years unless an emergency exists and/or special circumstances require an additional term extension(s).

## FUNDING

Cost of services provided under any Contract that results from this RFP will be made based on the agreed upon amounts. Therefore, a maximum level of available funding is not being identified at this time. Any Contract awarded as a result of this RFP is contingent upon the availability of funding.

## contracting with current or former state employees

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

## GENERAL INFORMATION

## Anticipated PROCUREMENT SCHEDULE

The dates listed below represent the anticipated procurement schedule. The HCA reserves the right to change the schedule. Notification of amendments to the procurement schedule prior to the RFP Release Date may be sent electronically to all properly registered users of the Department of Enterprise Services’ [Washington’s Electronic Business Solution](https://fortress.wa.gov/ga/webs/)[[2]](#footnote-2) (WEBS) for Bidders who downloaded this RFP from WEBS.

Changes to the Procurement Schedule after the Issuance of the Solicitation Document, according to procurement schedule below, may be communicated to all Bidders reflecting the change.

HCA reserves the right, in its sole discretion, to change the proposed schedule at any time.

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| **Date** | **Time** | **Event** |
| February 16, 2018 |  | RFP Release Date (Available for download at <https://fortress.wa.gov/ga/webs/>) |
| March 1, 2018 | 2:00 p.m. (PT) | Letter of Intent Due |
| February 28, 2018 | 2:00 p.m. (PT) | Bidder Questions Due |
| March 9, 2018 |  | Answers to Bidder Questions Posted |
| April 13, 2018 | 2:00 p.m. (PT) | Complaints Due (see Section 2.3) |
| April 20, 2018 | 2:00 p.m. (PT) | Proposals Due |
| April 23, 2018 – May 4, 2018 |  | Proposal Evaluation Period |
| May 21, 2018 – May 25, 2018 |  | On-Site Visit (optional) |
| May 25, 2018- June 1, 2018 |  | Best and Final Offer (optional)  |
| June 8, 2018 |  | Anticipated Announcement of Apparent Successful Bidder |
| June 11, 2018 – June 13, 2018 |  | Debrief Period (see section 4.6) |
| No later than June 20, 2018 |  | End of Protest Period (see section 4.7) |
| June 21, 2018 – September 28, 2018 |  | Contract Negotiations |
| October 1, 2018 |  | Anticipated Award Date |

## Question and answer period

Bidder questions and/or comments regarding this RFP will be allowed consistent with the respective dates specified in the Procurement Schedule. All Bidder questions and/or comments must be submitted in writing to the Procurement Coordinator at contracts@hca.wa.gov. Official written HCA responses will be provided for Bidder questions received by the respective deadlines.

The Bidder(s) that submitted each question will not be identified. Verbal responses to questions will be considered unofficial and non-binding. Only written responses posted to WEBS will be considered official and binding on HCA.

## Complaint process

A potential Bidder may submit a complaint regarding this RFP. Grounds for the complaint must be based on only the following:

• The procurement unnecessarily restricts competition.

• The procurement evaluation or scoring process is unfair or flawed.

• The procurement requirements are inadequate or insufficient to prepare a Proposal.

The complaint must be submitted in writing to the Procurement Coordinator by the Complaints Deadline. The complaint may not be raised again during the protest period.

The complaint must contain ALL of the following:

• The complainant’s name, name of primary point of contact, mailing address, telephone number, and e-mail address (if any).

• A clear and specific statement articulating the basis for the complaint.

• A proposed remedy.

HCA will send a written response to the complainant before the deadline for Proposal submissions. This is the sole and exclusive process for submitting any complaint regarding the RFP 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.

## aUTHORIZED COMMUNICATION

Upon release of this RFP, all Bidder communications concerning this solicitation must be directed to the Procurement Coordinator or Alternate Contact listed below.

**Unauthorized contact regarding this solicitation with other State employees, including HCA employees, involved with the solicitation may result in disqualification.**

All oral communications will be considered unofficial and non-binding on the HCA. Bidders should rely only on written statements issued by the Procurement Coordinator.

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| **Procurement Coordinator:** | Lesley Houghton  |
| **Alternate Contact:** | James Gayton |
| **Email Address:**  | contracts@hca.wa.gov |
| **Address:** | Washington State Health Care Authority626 8th Avenue SEOlympia, WA 98504***\*Please note that the US Postal Service does not deliver to this address.*** |

## CONTRACT FORMATION

A Proposal submitted in response to the Solicitation is an offer to contract with the HCA. The successful Proposal(s) will become an element of the Contract(s).

## Contract Requirements

A sample Contract has been included as [Appendix B](#_APPENDIX_B).

To be Responsive, Bidders must indicate a willingness to enter into a Contract substantially the same as the Contract in Appendix B, by signing the Certifications and Assurances located in the Submittal Document located in [Appendix A](#_APPENDIX_A). Any specific areas of dispute with the attached terms and conditions must be identified in the Proposal and may, at the sole discretion of the HCA, be grounds for disqualification from further consideration in the award of a Contract.

Under no circumstances is a Bidder to submit their own standard contract terms and conditions as part of its Proposal to this solicitation. Instead, Bidder must review and identify the language in Appendix B that Bidder finds problematic, state the issue, and propose the language or contract modification Bidder is requesting. All of Bidder’s exceptions to the contract terms and conditions in Appendix B must be submitted within the Proposal, attached to the Submittal Document. Bidders will list proposed Contract exceptions under Part 6 of the Proposer’s Authorized Offer. The HCA expects the final Contract signed by the Successful Bidder to be substantially the same as the contract located in Appendix B. Bidder’s submission of a Proposal to this solicitation constitutes acceptance of these contract requirements.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final Contract.

## Incorporation of Documents into Contract

This RFP, any subsequent Amendments, and the Bidder’s Proposal will be incorporated into the resulting Contract.

The HCA reserves the right to make an award without further discussion of the Proposal submitted; *i.e*., there may be no request for a best and final offer. Therefore, the Proposal should be submitted on the most favorable terms that Bidder intends to offer.

## Insurance

The ASB(s) are required to obtain insurance to protect the HCA should there be any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Bidder(s), any Subcontractor(s) of the Bidder(s), or their agents, while performing work under the terms of any Contract resulting from this solicitation. Bidders will find a complete description of the specific insurance requirements in the proposed contract terms in the Sample Contract document located in [Appendix B](#APPENDIXB).

## ADMINISTRATION OF CONTRACT

Following award, the HCA will maintain Contract information and pricing. The Contract prices are the maximum price Contractor can charge.

The ASB(s) may propose a revision to its offerings to reflect changed Services appropriate to the scope of the Contract, and may propose such new Services with associated prices to the HCA Contract Administrator for approval. The Contract Administrator has the sole discretion in approval of addition of revised offerings and pricing. New or changed Services proposed by Contractor must meet the requirements established in the RFP or subsequent revisions. If approved by the HCA, the new Services will be added to the Contract by written amendment.

## 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 RFP. The Contractor shall not incur, and HCA shall not pay, any costs incurred before a contract or any subsequent amendment is fully executed.

## COST OF PROPOSAL PREPARATION

The HCA will not reimburse Bidders for any costs associated with preparing or presenting a Proposal to this RFP.

## CONDITIONAL SALES CONTRACT

The HCA 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 HCA.

## IN-STATE PREFERENCE/RECIPROCITY

Pursuant to RCW 39.26.270 and WAC 200-300, the Department of Enterprise Services has established a schedule of percentage increases to be added to Proposal from Vendors in states that grant a preference to Contractors located in their state or for goods manufactured in their state. The percentages related to each respective state are provided in the Reciprocity List located at http://www.des.wa.gov/services/ContractingPurchasing/Pages/ReciprocalPreference.aspx and apply only to Proposals received from those states listed.

At the discretion of the HCA, the appropriate percentage may be added to each Proposal bearing the address from a state with in-state preferences rather than subtracting a like amount from Washington State Bidders. This action will be used only for analysis and Award purposes. In no instances shall the increase be paid to a Bidder whose Proposal is accepted and awarded a Contract.

## MOST FAVORABLE TERMS

The HCA reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially on the most favorable terms that the Bidder can offer. At its discretion, HCA reserves the right to request best and final offers.

## NO COSTS OR CHARGES

Costs or charges under the proposed Contract incurred before the Contract is fully executed will be the sole responsibility of the Bidder.

## NO OBLIGATION TO CONTRACT

HCA reserves the right and without penalty to reject, in whole or in part, any or all Proposals, to award no contract as a result of this RFP, to advertise for new Proposals, to abandon the need for such services; and to cancel or reissue this RFP 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.

## NON-ENDORESEMENT AND PUBLICITY

In selecting an ASB, the HCA is not endorsing the Bidder’s Products or Services, nor suggesting that they are the best or only solution to its needs. By submitting a Proposal, Bidder agrees to make no reference to the HCA in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of the HCA.

## letter of intent

The Letter of Intent (LOI) must include the information below and be received no later than the date provided in Section 2.1, Procurement Schedule.

Bidders must submit an LOI, and a signed Non-Disclosure Agreement (NDA) found in Exhibit 1 of this RFP, to be eligible to submit a Proposal in response to this RFP. Bidders who do not submit an LOI and NDA will be disqualified from further consideration. The sooner the ASB returns the LOI and NDA the sooner they will receive data.

Information in the LOI should be placed in the following order and using the same format/headings:

1. **Company Information:**
	1. Bidder Name
	2. Proposal Contact
	3. Address
	4. Telephone Number
	5. Email Address
	6. Washington UBI
2. **Authorized Representative.** Bidder will appoint an Authorized Representative to speak on behalf of the Bidder for all matters relating to this procurement. The HCA will not recognize any other persons as representing the Bidder during the procurement process unless written designation is received in advance.
3. **Authorized Signor.** Bidder will identify by name, which individuals have the authority to sign contracts/amendments on behalf of the organization.
4. **Key Subcontractors.** The identification of anticipated Key Subcontractors in the LOI is informational only for the purpose of identifying potential conflicts of interest. Identifying potential key Subcontractors does not obligate the Bidder to include those Subcontractors in the final Proposal.
5. **Minimum Qualifications.** Bidder will confirm they meet all minimum qualifications as specified in Section 1.5.

## PROPOSAL SUBMITTALS

Respond to the following requirements in this section.

## SUBMITTAL INSTRUCTIONS

Complete Proposals must be received electronically on or before the set forth in the Procurement Schedule.

Bidder shall submit one (1) electronic copy of their complete Proposal to contracts@hca.wa.gov in the following manner:

1. Complete the entire Submittal Document located in [Appendix A](#APPENDIXA), and attach it to the email.
2. Clearly mark the subject line of the email: RFP 2613, Vendor Name (e.g. RFP 2613, ABC Company).
3. The preferred software formats are Microsoft Word, Excel, and PDF. If this presents any problem or issue, contact the Procurement Coordinator immediately.
4. It is required that signatures appear on all documents requiring signature. These can be traditional or electronic.
5. To keep file sizes to a minimum, Bidders are cautioned not to use unnecessary graphics in their Proposals.

Time of receipt will be determined by the e-mail date and time received at the HCA’s mail server in the contracts@hca.wa.gov inbox.

The “receive date/time” posted by the HCA’s email system will be used as the official time stamp. The HCA is not responsible for problems or delays with e-mail when the HCA’s systems are operational. If a Proposal is late, it may be rejected.

Proposals should be submitted in the format described in this solicitation. All Proposals and any accompanying documentation become the property of the HCA and will not be returned. Incomplete Proposals may be rejected. Proposals submitted by fax will not be accepted and will be considered non-responsive.

## PREPARATION OF PROPOSALS

Bidder(s) shall complete and provide the following information (items 1-8, below and all located in Appendix A) and submit together, as a complete Proposal. Incomplete or vague responses may be considered non-responsive and may be rejected. Failure to complete and submit the required items listed in this section may disqualify the Bidder from further participation in this RFP.

1. **Master Letter of Transmittal**

The Master Letter of Transmittal is a cover letter to the Proposal that provides Bidder specific information, and acknowledges the receipt of all parts of the RFP and any amendments thereto. The Master Letter of Transmittal should be prepared on Bidder letterhead and signed by an individual who is authorized to commit the Bidder to the services and requirements as stated in the Proposal.

1. **Bidder’s Authorized Offer**

Bidder’s Authorized Offer must be signed by the Bidder’s Authorized Representative. Bidder must complete the signature box information on the Bidder’s Authorized Offer page.

1. **Bidder Information**

Using the appropriate document in [Appendix A](#APPENDIXA), the Bidder shall complete the Bidder Profile, Bidder Authorized Representative, Bidder Principal Officer(s), Bidder Certifications and Status, Statement of Conflict of Interest, Statement of Prior Contract Termination, and Statement of Financial Viability and Stability sections. The Bidder may attach additional sheets if necessary.

1. **Minimum Qualifications**

Using the appropriate document in [Appendix A](#APPENDIXA), Bidder is instructed to complete and submit the Minimum Qualifications section. The Bidder may attach additional sheets if necessary.

1. **Subcontractor Information**

Using the appropriate document in [Appendix A](#APPENDIXA), Bidder is instructed to complete the Subcontractor Information section if the Bidder intends on utilizing Subcontractors. If no information is entered, the HCA will assume that Subcontractors will not be used.

The HCA will accept Proposals that include third party involvement only if the Bidder submitting the Proposal agrees to take complete responsibility for all actions of such Subcontractors. Bidder must state whether Subcontractors are/are not being used.

If applicable, Bidder shall identify all subcontractors who will perform services in fulfillment of contract requirements, including their name, the nature of services to be performed, address, telephone, facsimile, email, federal tax identification number (TIN), and anticipated dollar value of each subcontract. Bidder shall complete this section of [Appendix A](#APPENDIXA).The HCA reserves the right to approve or reject any and all Subcontractors that Bidder proposes. Any Subcontractors not listed in the Bidder’s Proposal, who are engaged after award of the Contract, must be pre-approved, in writing, by the HCA, before providing services under the contract.

Specific restrictions apply to contracting with current or former state employees pursuant to [Chapter 42.52 RCW](http://apps.leg.wa.gov/RCW/default.aspx?cite=42.52). Bidders should familiarize themselves with the requirements prior to submitting a Proposal.

1. **Diverse Business Inclusion Plan**

Bidder(s) must submit a Diverse Business Inclusion Plan with their Proposal. In accordance with legislative findings and policies, the state of Washington encourages participation in all contracts by firms certified by the office of Minority and Women’s Business Enterprises (OMWBE) as set forth in RCW 39.19 by firms certified by the Washington State Department of Veterans Affairs as set forth in RCW 43.60A.200, and for firms that are Washington Small Businesses as set forth in RCW 39.26.005. Participation may be either on a direct basis or on a subcontractor basis. However, no preference on the basis of participation is included in the evaluation of Diverse Business Inclusion Plans submitted, and no minimum level of minority- and women-owned business enterprise (MWBE), Washington Small Business, or Washington State certified Veteran Business participation is required as a condition for receiving an award. Any affirmative action requirements set forth in any federal Governmental Rules included or referenced in the contract documents will apply.

HCA has the following agency goals:

10% participation by Minority Owned Business

6% participation by Women Owned Business

5% participation by Veteran Owned Business

5% participation by Small Businesses

1. **Non-Cost Proposal**

Using the appropriate document located in [Appendix A](#APPENDIXA), Bidder is instructed to complete and submit the Non-Cost Section. The Bidder may attach additional sheets if necessary.

1. **Cost Proposal**

Using the appropriate document located in [Appendix A](#APPENDIXA), Bidder is instructed to complete and submit the Cost Section.

Prices proposed must be in U.S dollars. All costs associated with the services provided must be incorporated into the Bidder’s Cost Submittal. Bidder must complete [Appendix A](#APPENDIXA).

Costs for travel will not be reimbursed in any contract resulting from this RFP. HCA will make no payments in advance or in anticipation of goods or services to be provided under any resulting contract. Contractor will only be compensated for performance delivered and accepted by HCA.

## BIDDER RESPONSIVENESS

Bidder must respond to each question/requirement contained in this RFP. Failure to comply with any applicable item may result in the Proposal being deemed non-responsive and being disqualified.

Failure to provide adequate information demonstrating to the evaluators that your firm meets the requirements may constitute grounds for disqualification. Information may be deemed to be inadequate when, for example:

1. The Bidder states a requirement cannot be met;
2. The Bidder fails to include information requested; or
3. The Bidder fails to include sufficient information to substantiate that a given requirement can be met.

The HCA reserves, in its sole discretion, the right to consider the actual level of Bidder’s compliance with the requirements specified in this solicitation and to waive minor informalities in any Proposal.

## OWNERSHIP OF PROPOSALS

All Proposals and materials submitted in response to this RFP will become the property of HCA. The HCA will have the right to use ideas or adaptations of ideas that are presented in the Proposal. Selection or rejection of the offer will not affect this right.

## PROPOSAL ACCEPTANCE PERIOD

Proposals providing less than one hundred twenty (120) calendar days for acceptance by HCA from the Proposal due date will be considered non-responsive and will be rejected.

## PROPOSAL CLARIFICATION

The HCA will make the sole determination of clarity and completeness in the Proposals to any of the provisions in this RFP. The 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 RFP.

To aid in the Proposal evaluation process, after Proposal due date and time, the HCA may require individual Bidders to appear at a date, time and place determined by the HCA for the purpose of conducting discussions to determine whether both parties have a full and complete understanding of the nature and scope of contractual requirements. In no manner shall such action be construed as negotiations or an indication of the HCA’s intention to award.

## Bidder COMMUNICATION RESPONSIBILITIES

Bidders are responsible for the careful review of the requirements of the RFP. Bidders will be responsible for communicating to the Procurement Coordinator any issues, exceptions, additions or omissions concerning the solicitation on or before the dates and times listed in the Procurement Schedule. If requirements appear to prohibit or restrict the Bidder’s participation, an explanation of the concern should be submitted in writing to the Procurement Coordinator as Section 2.4, Authorized Communication. The solicitation process may continue. If changes result, written amendments will be made by the Procurement Coordinator and provided by posting them on WEBS.

## Bidder’S RESPONSIBILITIES

Bidders are solely responsible for:

1. Properly registering with the Department of Enterprise Services’ “Washington’s Electronic Business Solution” (WEBS) at <https://fortress.wa.gov/ga/webs/>
2. Maintaining an accurate vendor profile in WEBS
3. Downloading the solicitation consisting of the RFP with all attachments and exhibits related to the solicitation for which you are interested in proposing and downloading all current and subsequent amendments to the solicitation

To ensure receipt of all solicitation documents, the RFP for this solicitation must be downloaded from WEBS. Notification of amendments to the solicitation may only be provided to those vendors who have registered with WEBS and have downloaded the RFP from WEBS. Failure to do so may result in a potential Bidder having incomplete, inaccurate, or otherwise inadequate information, or a Bidder submitting an incomplete, inaccurate, or otherwise inadequate Proposal. Bidders and potential Bidders accept full responsibility and liability for failing to download any amendments resulting from their failure to register with WEBS and download the RFP from WEBS, and hold the State of Washington and HCA harmless from all claims of injury or loss resulting from such failure.

Bidders are required to read and understand all information contained in the Solicitation.

## PROPRIETARY OR CONFIDENTIAL INFORMATION

All Proposals submitted become a matter of public record after the announcement of the apparent successful Bidder.

Any information contained in the Proposal that the Bidder believes is proprietary or confidential must be clearly designated. Marking of the entire Proposal or entire sections of the Proposal as proprietary or confidential will not be accepted nor honored. The HCA may not honor designations by the Bidder where pricing is marked proprietary or confidential.

Consistent with Chapter 42.56 RCW, the Public Records Act, the HCA will give Bidder an opportunity to maintain the confidentiality of Bidder’s information marked confidential or proprietary. If a Public Records Act request is made to view Bidder’s proprietary or confidential information, the HCA will notify Bidder of the request and of the date that the records will be released to the requester unless Bidder obtains a court order enjoining that disclosure. If Bidder fails to obtain the court order enjoining disclosure, the HCA will release the requested information on the date specified.

The State’s sole responsibility shall be limited to maintaining the above data in a secure area and to notify Bidder of any request(s) for disclosure for so long as the HCA retains Bidder’s information in the 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 Bidder of any claim that such materials are exempt from disclosure.

## RECEIPT OF INSUFFICIENT COMPETITIVE PROPOSALS

In the event that the HCA receives only one (1) responsive Proposal as a result of this RFP, the HCA reserves the right to either (a) select that Bidder as the Apparent Successful Bidder, or (c) not award any contract at all.

## RIGHT TO CANCEL

The HCA reserves the right to cancel or reissue all or part of this RFP at any time without obligation or liability.

## RIGHT TO WITHDRAW AWARD

The HCA reserves the right to withdraw any award if prior to executing the Contract a receiver is appointed to take possession of the Apparent Successful Bidder’s assets, the Apparent Successful Bidder makes a general assignment for the benefit of creditors, or the Apparent Successful Bidder 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 next ranked Bidder.

## SOLICITATION AMENDMENTS

Prior to Proposal due date and time, the HCA reserves the right to change portions of this RFP. Any changes or corrections will be by one or more written amendment(s), dated, attached to or incorporated in and made a part of the solicitation document. All changes must be authorized and issued in writing by the Procurement Coordinator. If there is any conflict between amendments, or between an amendment and the RFP, whichever document was issued last in time shall be controlling.Only Bidders who have properly registered and downloaded the original solicitation directly via the WEBS system should receive notification of amendments and other correspondence pertinent to the procurement. It is the Bidder’s responsibility to check WEBS for updates.

## STATEWIDE VENDOR PAYMENT REGISTRATION

Contractors are encouraged to be registered in the Statewide Vendor Payment system, prior to submitting a request for payment under this Contract. The Washington State Department of Enterprise Services (DES) maintains a central contractor registration file for Washington State agencies to process contractor payments.

To obtain registration materials go to the Statewide/Vendor Payee Services (SWPS) website at <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.

## WAIVERS

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

## WITHDRAWAL OR MODIFICATION OF PROPOSAL

Bidders are liable for all errors or omissions contained in their Proposals.

**After Proposal submission but prior to Proposal due date and time**: The Bidder’s Authorized Representative may modify or withdraw the Proposal at any time prior to the due date and time set for Proposal opening by providing a written request to the Procurement Coordinator. After withdrawing a previously submitted Proposal, the Bidder may submit another Proposal at any time up to the Proposal due date and time.

If a Bidder has submitted more than one Proposal to the inbox specified in this RFP, the last version submitted prior to the due date and time may be accepted as the Bidder’s Proposal, provided that a written request to withdraw a Proposal is received prior to the Proposal due date and time. This does not apply to Bidders who submit a Proposal for each COE.

**After Proposal opening**: No Proposal shall be altered or amended following the Proposal due date and time. The HCA may allow a Proposal to be withdrawn if the Bidder demonstrates that the prices were miscalculated. A low Bidder, who claims error and fails to enter into a contract with the HCA, may not participate in proposing on the same commodity or service if the solicitation is subsequently reissued by the HCA.

The HCA reserves the right to contact Bidder for clarification of Proposal contents.

## WORKER’S COMPENSATION COVERAGE

The Awarded 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 Awarded Contractor or their employees for service(s) performed under the terms of the contract awarded from this RFP.

# EVALUATION AND AWARD

## administrative review

The administrative review of responsiveness is made on a pass/fail basis and will be used to initially evaluate Bidder’s compliance with the administrative requirements of this RFP by the Procurement Coordinator, and is not part of the Proposal’s numerical scoring or ranking.

The HCA reserves the right at its sole discretion to waive minor administrative irregularities, or to contact a Bidder to clarify its Proposal.

Proposals that pass the initial administrative review of responsiveness will be evaluated and scored by the HCA evaluation team.

## evaluation of proposals

The scores for each Proposal have been assigned a relative importance for each scored section. The relative importance for each section is as follows:

1. **PART 1**

Bidders must pass part 1, *Written Proposal*, to advance to part 2, *Cost Proposal*.

* 1. **Written proposal (scored)**

Written Proposals will be evaluated and scored by the HCA evaluation team. Bidders who meet the minimum score of 80% of the total maximum points, on their written proposal will advance to have their Cost Proposal reviewed and evaluated. HCA reserves the right to advance none or all Bidders to the Cost Proposal evaluation. The maximum points possible for the Written Proposal is 1,840 points.

* 1. **Written Proposal Scoring**

Each question in the Written Proposal has been assigned a weight. Points will be assigned to each question based upon the average of the products of each evaluator score (0-5) multiplied by the weight indicated below.

|  |  |  |
| --- | --- | --- |
| **Written Proposal** | **Weight** | **Maximum Points Possible** |
| 1. *Provider Qualifications and Experience*
 |
| * Question 1
 | 2 | 10 |
| * Question 2
 | 10 | 50 |
| * Question 3
 | 8 | 40 |
| * Question 4
 | 7 | 35 |
| * Question 5
 | 7 | 35 |
| **Subtotal without Bonus Questions**  | **170** |
| * Bonus -Question 6
 | 9 | 45 |
| * Bonus- Question 7
 | 10  | 50 |
| **Subtotal with Bonus Questions**  | **265** |
| 1. *Bundle and Risk Based Contract Experience*
 |
| * Question 1
 | 5 | 25 |
| * Question 2
 | 5 | 25 |
| * Question 3
 | 5 | 25 |
| * Question 4
 | 15 | 75 |
| * Question 5
 | 20 | 100 |
| * Question 6
 | 10 | 50 |
| * Question 7
 | 20 | 100 |
| **Subtotal** | **400** |
| 1. *Spine Fusion Process*
 |
| * Question 1
 | 25 | 125 |
| * Question 2
 | 25 | 125 |
| * Question 3
 | 25 | 125 |
| * Question 4
 | 25 | 125 |
| **Subtotal** | **500** |
| 1. *Anesthesia and Pain Management*
 |
| * Question 1
 | 15 | 75 |
| * Question 2
 | 5 | 25 |
| * Question 3
 | 10 | 50 |
| * Question 4
 | 5 | 25 |
| * Question 5
 | 5 | 25 |
| **Subtotal** | **200** |
| 1. *Quality Measures*
 |
| * Question 1
 | 40 | 200 |
| * Question 2
 | 40 | 200 |
| * Question 3
 | 5 | 25 |
| * Question 4
 | 5 | 25 |
| * Question 5
 | 5 | 25 |
| **Subtotal** | **475** |
| **Total Maximum Points Possible** (with Bonus Questions) | **1,840** |

1. **PART 2**
2. **Cost Proposal (scored)**

Bidders who have passed Part 1 will have their Cost Proposals evaluated and scored by the HCA Procurement Coordinator based on the lowest scoring cost bid for each episode phase as described below. The Total Points Possible for the Cost Proposal is 800 points.

**The Maximum points possible for both the Written and the Cost Proposal is up to 2,640 points including Bonus Questions from the Written Proposal.**

1. **Cost scoring**

Each cost scenario in the cost proposal has been assigned a weight. Each bundle cost of the Cost Proposal Part A, Bundled Episode of Care Descriptions, will be scored individually based on the lowest scoring bid. The lowest cost per phase will receive the maximum points per bundle, using the following formula:

(Lowest Cost/Bidders Cost) x Weight= Bidder’s Score.

The Cost Proposal Part B, Outliers, will be scored individually based on the highest scoring bid. The highest cost per phase will receive the maximum points per bundle using the following formula:

(Highest Cost/Bidders Cost) x Weight= Bidder’s Score

The subtotals of Part A and Part B will be summed for the total points awarded for the Cost Proposal.

|  |  |  |
| --- | --- | --- |
| **Cost Proposal** | **Weight** | **Maximum Points Possible** |
| 1. *Bundled Episode of Care Descriptions*
 |
| * Bundle 1
 | 20 | 100 |
| * Bundle 2
 | 35 | 175 |
| * Bundle 3
 | 35 | 175 |
| **Subtotal** | **450** |
| 1. *Outliers*
 |
| * Bundle 1
 | 25 | 125 |
| * Bundle 2
 | 25 | 125 |
| * Bundle 3
 | 20 | 100 |
| **Subtotal** | **350** |
| **Total Maximum Points Possible** | **800** |

1. **PART 3**
2. **On-Site Evaluation (optional) (scored)**

HCA reserves the right to schedule On-Site evaluations for those Bidders who have been evaluated under Part 2, as determined to be in the best interest of HCA. HCA will move no more than the top three (3) scoring Bidders to the On-Site Evaluation phase. HCA will contact the Bidders to schedule the date and time for the On-Site Evaluation. Those Bidders will be evaluated on whether they can demonstrate they have a program at their proposed COE that can meet HCA’s strategic goals and objectives, and also meet the requirements set forth in this RFP. A score of up to 100 additional points may be awarded for the On-Site evaluation phase.

1. **Part 4**
2. **Best and Final Offer (Optional)**

At its sole discretion, the HCA may elect to direct Bidder(s) to present a "best and final offer." Best and final offers, if requested, will be considered by the HCA in the final selection of the ASB.

## scoring methodology

The below scoring methodology is what will be used by evaluators to score the written, and on-site evaluations.

|  |  |  |
| --- | --- | --- |
| **Score** | **Description** | **Discussion** |
| 5 | Far Exceeds Requirement | The Proposer has provided an innovative, detailed, efficient approach or established, by presentation of material, far superior capability in this area. |
| 4 | Exceeds Requirements | The Proposer has demonstrated an above-average capability, approach, or solution and has provided a complete description of the capability, approach, or solution. |
| 3 | Meets Requirements | The Proposer has an acceptable capability of solution to meet this criterion and has described its approach in sufficient detail to be considered “as substantially meeting the requirements”. |
| 2 | Below Requirements | The Proposer has established some capability to perform the requirement but descriptions regarding their approach are not sufficient to demonstrate the Proposer will be fully able to meet the requirements.  |
| 1 | Substantially Below Requirements | The Proposer has not established the capability to perform the requirement, has marginally described its approach, or has simply restated the requirement. |
| 0 | No value | The Proposer has omitted any discussion of this requirement or the information provided is of no value. |

## Selection of Apparent Successful Bidder(s)

The responsive, responsible Bidder(s) who represent the overall best value to the HCA will be declared the Apparent Successful Bidder(s). The HCA may enter into contract negotiations with multiple Apparent Successful Bidder(s).

Should contract negotiations with one of the ASB(s) fail to be completed within two (2) months after initiation, the HCA may immediately cease contract negotiations with that ASB and declare the Bidder with the next highest score as a new Successful Bidder and enter into contract negotiations with that Bidder. This process will continue until the Contract(s) are signed or no qualified Bidders remain.

The ASB(s) will be expected to execute the final Contract within ten (10) Business Days of its receipt. If the selected Bidder fails to sign the Contract within the allotted timeframe, the HCA may consider such Bidder to be non-responsive and elect to cancel the award, award the Contract to the next ranked Bidder, or cancel or reissue this solicitation.

## NOTIFICATION of Apparent Successful Bidder

All Responsive Bidders responding to this solicitation will be notified when the HCA has determined the Apparent Successful Bidder(s).

The date of announcement of the Apparent Successful Bidder(s) will be the date of the notification from the HCA.

## debriefing of unsuccessful Bidders

Only Bidders who submit a Proposal may request an optional debriefing conference to discuss the evaluation of the Proposal. The request for a debriefing conference must be made in writing and be received by the Procurement Coordinator listed in this RFP within three (3) business days after notification of the ASB(s).

The optional debriefing will not include any comparison between the Bidder’s Proposal and any other Proposals submitted. However, the HCA will discuss the factors considered in the evaluation of the requesting Bidder’s Proposal and address questions and concerns about Bidder’s performance with regard to the solicitation requirements.

## protest procedures

Only Bidders who have submitted a Proposal to this solicitation and have had a debriefing conference may make protests. Upon completion of the debriefing conference, a Bidder is allowed five (5) business days to file a formal protest of the solicitation with the Procurement Coordinator.

Protests shall be filed and resolved in accordance with following procedure:

1. **Grounds for Protest:**

Protests may be made after the HCA has announced the Apparently Successful Bidder (ASB) and after the protesting Bidder has had a debriefing conference with the HCA. Protests may be made on only these grounds:

* Arithmetic errors were made in computing the score.
* The HCA failed to follow procedures established in the solicitation document or applicable state or federal laws or regulations.
* There was bias, discrimination, or conflict of interest on the part of an evaluator.

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 a proposal, or 2) HCA’s assessment of its own needs or requirements.

1. **Protest Form and Content:**

A written protest must contain the facts and arguments upon which the protest is based and must be signed by a person authorized to bind the Bidder to a contractual relationship. At a minimum, this must include:

* The name of the protesting Bidder, its mailing address and phone number, and the name of the individual responsible for submission of the protest.
* The RFP number and title.
* Specific and complete statement of the action(s) protested.
* Specific reference to the grounds for the protest.
* Description of the relief or corrective action requested.

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

1. **Protest Process:**
2. Protests must be made in writing to the HCA and addressed to the HCA Contract Administrator. Protests must be submitted electronically via email to contracts@hca.wa.gov. The subject line of the email must contain the RFP number and title.
3. The protest letter must be signed by a person authorized to bind the Bidder to a contractual relationship.
4. The HCA must receive the written protest within five (5) business days after the debriefing conference.
5. The HCA will postpone further steps in the acquisition process until the protest has been resolved.
6. Upon HCA’s receipt of a protest, a review and investigation will be conducted by an HCA employee 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, the RFP and any amendments, the Proposals, all documents showing evaluation and scoring of the Proposals, and any other pertinent information. A decision will be issued within ten (10) Business Days of receipt of the protest, unless additional time is needed. If additional time is needed, the protesting Bidder will be notified of the delay.
7. In the event a protest may affect the interest of another Bidder that submitted a Proposal, such Bidder will be given an opportunity to submit its views and any relevant information on the protest to the Contract Administrator.
8. The HCA will resolve the protest in one of the following ways:
* Find that the protest lacks merit and uphold its action.
* Find only technical or harmless errors in the acquisition process, determining the HCA to be in substantial compliance, and rejecting the protest; or
* Find merit in the protest and provide one of the following options:
	+ - * Correcting errors and reevaluating all proposals;
			* Reissuing the solicitation document; or
			* Making other findings and determining other courses of action as appropriate.
1. The HCA protest decision is the final agency decision.

# DEFINITIONS

The following terms when appearing in this document will have the following definitions throughout when appearing and capitalized in this document. In this Request for Proposal, where applicable, references to the singular shall include the plural and references to the plural shall include the singular.

**“Amendment”** means a change to a legal document. For the purposes of this RFP, an Amendment shall be a unilateral change issued by the HCA, at its sole discretion.

**“Authorized Representative”** means an individual designated by the Bidder to act on its behalf and with the authority to legally bind the Bidder concerning the terms and conditions set forth in this RFP and Proposal documents.

**“Bidder”** means a vendor who submits a Bid or Proposal to reply to this RFP.

**“Bree Collaborative”** means the Dr. Robert Bree Collaborative, a multi-stakeholder collaborative that was established in 2011 by the Washington State Legislature to provide a mechanism through which public and private health care stakeholders can work together to improve quality, health outcomes and cost effectiveness of care in Washington State.

**“Business Days”** means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington, unless otherwise specified within this solicitation document.

**“Calendar Days”** means consecutive days of the year including weekends and holidays, each of which comment at 12:00:01 a.m. and end at Midnight, Pacific Time. When “days” are not specified, Calendar days shall prevail.

**“Care Companion”** also referred to as a care partner in Bree, means someone who joins the patient as a supportive lay partner who attends pre- and post-operative informational sessions with providers and provides general assistance to the patient until the patient is able to return to independent function. Instruction to the Care Companion should include the elements of discharge planning. The Care Companion must be intellectually, emotionally, and physically qualified to assume this role.

**“Center(s) of Excellence”** means a health care provider that is identified as the most expert and cost efficient and produces the best outcomes.

**“Clean Claims”** means a claim that meets the industry standards for completeness and accuracy, is not materially deficient, and includes among other items the International Classification of Disease (ICD), Current Procedural Terminology (CPT) and/or revenue codes, itemized claim detail, and the costs associated.

**“Contract”** means an agreement, or mutual assent, between two or more competent parties with the elements of the agreement being offer, acceptance, and consideration.

**“Contract Administrator”** means the HCA employee designated to manage the resultant Contract for the HCA. The primary contact for the HCA with Purchaser and Contractor on a specific Contract.

**“Contractor”** means the individual, company, corporation, firm, or combination thereof with whom the HCA develops a Contract for the procurement of materials, supplies, services, and/or equipment. It shall also include any Subcontractor retained by Contractor as permitted under the terms of the Contract.

**“Employees and Retirees Benefits Division” or “ERB”** means the division within the Health Care authority that administers the Public Employees Benefits Board Program benefits and plans, and when in effect, the School Employees Benefits Board Program benefits and plans.

“**Health Technology Clinical Committee”** is the clinical committee established by the Washington State Legislature in Chapter 70.14 RCW that determines the conditions, if any, under which certain health technologies will be covered health benefits in health care programs of specified state agencies (including the Health Care Authority); and, if covered, the criteria by which the participating agency administering the program must use to decide whether the technology is medically necessary.

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

**“Member”** means an individual who is enrolled in an eligible health plan sponsored by the Employees and Retirees Benefits Division. Once the Members is determined benefit eligible, and they are referred onto the surgeon, the surgeon must find them clinically eligible to continue on as a Participant in the COE Program. Clinical eligibility will be determined using the Clinical Indicators for Appropriateness in Exhibit 2.

**“Participant”** means a Member who has been determined benefit eligible by the Program Administrator to participate in the COE Program.

**“PEBB”** means the Public Employees Benefits Board, an entity within the Health Care Authority that is authorized to design benefits and determine the terms and conditions for participation in health insurance benefits for eligible public employees and retirees under RCW 41.05.065.

**“Plan Year”** means the twelve (12) month period beginning on:

For PEBB Program, January 1 of each year and ending December 31 of the same year.

For SEBB Program, the start of the plan year will be determined at a later date.

**“Procurement Coordinator”** means the individual authorized by the HCA who is responsible for conducting a specific Solicitation.

**“Program Administrator”** means the third party administrator authorized by the HCA to provide certain administrative services to HCA and Participants in support of the COE Program.

**“Proposal”** means a written offer to perform a contract to supply materials, supplies, services, and/or equipment in reply to a Request for Proposals (RFP).

**“Prospective Payments”** means, for the purposes of this RFP, the ability to be paid after services are provided based on contractually agreed to, predetermined amounts for the bundled episodes of care.

**“RCW”** means Revised Code of Washington.

**“Request for Proposal” or “RFP”** means the form utilized to solicit Proposals in the formal, sealed Bid procedure and any amendments thereto issued in writing by the HCA. The specifications and qualification requirements are written in an outcome based form allowing for consideration of a broad range of different solutions to meet the procurement need.

**“Responsible”** means the ability, capacity, and skill to perform the Contract or provide the service required, including, but not limited to the character, integrity, reputation, judgment, experience, and efficiency of the Bidder; Further considerations may include, but are not limited to whether the Bidder can perform the contract within the time specified, the quality of performance of previous contracts or services, the previous and existing compliance by the Bidder with laws relating to the contract or services and such other information as may be secured having a bearing on the decision to award the contract.

**“Responsive”** means a bid or proposal that meets all material terms of the Solicitation document.

**“Rural”** is defined as a census tract of a Metropolitan Statistical Area (MSA) as determined under the most recent version of the Goldsmith Modification, the Rural-Urban Commuting Area codes, as determined by the federal Office of Rural Health Policy (ORHP) of the Health Resources and Services Administration.

**“School Employees Benefits Board”** or **“SEBB”** is an entity within the Health Care Authority that is authorized to design benefits and determine the terms and conditions for participation in health insurance benefits for eligible school employees (and potentially school retirees) under RCW 41.05.740.

**“Subcontractor”** means a person or business that is, or will be, providing or performing an essential aspect of the Contract under the direction and responsibility of the Contractor and with the agreement of the HCA.

**“Spinal Fusion Bundle”** means the episodes of care covered under the COE Program. This includes the Evaluation Only Bundle, or the Spinal Fusion Bundles (single and multi-level) that are identified in the Scope of Work section, and applies the evidence-based clinical components and quality standards identified by the [Bree Collaborative](http://www.breecollaborative.org/wp-content/uploads/tkrthr_bundle.pdf) or otherwise.

**“Spinal Fusion Warranty”** means the Awarded Contractor’s guarantee that they have financial accountability for any complications attributed to the spinal fusion procedures. The full Warranty can be found in the [Bree Collaborative](http://www.breecollaborative.org/wp-content/uploads/bree_warranty_tkr_thr.pdfhttp%3A/www.breecollaborative.org/wp-content/uploads/bree_warranty_tkr_thr.pdf)[[3]](#footnote-3), “Lumbar Fusion Warranty.”

**“Washington’s Electronic Business Solution” or “WEBS”** means The Vendor registration and Bidder notification system maintained by the Washington State Department of General Administration located at: <https://fortress.wa.gov/ga/webs/>.

**“Washington In-State Provider”** means the Bidder has physical place of business is in Washington State where the Spinal Fusion Bundle services will be provided.

## Exhibit 1

NON-DISCLOSURE AGREEMENT

**Statement of Confidentiality**

Between

**WASHINGTON STATE HEALTH CARE AUTHORITY (HCA)**

And

**[Insert Bidder’s Legal Name and remove brackets: EXAMPLE: ABC COMPANY]**

Bidder’s Employee Name and/or Subcontractor or Subcontractor’s Employee Name:

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(Please Print)

[Insert Company Legal Name AND remove brackets] will have access to PEBB Program Member demographics from Washington State Health Care Authority (HCA), strictly for the purposes of submitting a Proposal to RFP 2613, Spinal Fusion Bundled Episode of Care. This information is confidential and private and Bidder is responsible for maintaining this confidentiality and privacy. Before Bidder is allowed access to this information, Bidder is required to sign this statement.

**Confidentiality/Safeguarding Of Information** -- The Bidder shall not use or disclose any information concerning the Agency, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the Agency, or as may be required by law.

**Privacy** -- Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Bidder agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. Bidder agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The Agency reserves the right to monitor, to audit, or investigate the use of personal information collected, used or acquired by the contractor through this contract. The monitoring, auditing or investigating may include but is not limited to “salting” by the Agency. Bidder shall certify return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Bidder agrees to indemnify and hold harmless the Agency for any damages related to the Contractor’s unauthorized use of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person’s health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

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Signature of Employee/Subcontractor Date

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**[Insert Legal Name of Company and remove brackets]**

##

## Exhibit 2

SPINAL FUSION BUNDLED CLINICAL INDICATORS FOR APPROPRIATENESS

**Appropriateness Criteria:**

The clinical indicators for surgery will follow the guidelines outlined in table below. These guidelines will be followed during the evaluation in determining appropriateness for surgery, as well as what level of surgery is appropriate.

|  |  |
| --- | --- |
| 1. **Surgical criteria for patients with no prior lumbar surgery**
 | If conservative care has failed to relieve symptoms and the patient has had no prior lumbar surgery, at the levels the surgery is being considered, then a lumbar fusion should be considered only if one or more of the following criteria have been met:1. The patient demonstrates mechanical (non-radicular) low back pain with instability.

Instability of the lumbar segment is defined as at least 4mm of anterior/posterior translation at L3-4 and L4-5, or 5mm of translation at L5-S1 or 11 degrees greater end plate angular change at a single level, compared to an adjacent level. Adequate flexion/extension views should be taken utilizing techniques that minimize the potential contribution of hip motion to perceived lumbar flexion or extension.1. The patient has at least Grade 2 spondylolisthesis with one or more of the following:

1. Objective signs/symptoms of neurogenic claudication OR2. Objective signs/symptoms of unilateral or bilateral radiculopathy, which are corroborated by neurologic examination and by MRI or CT (with or without myelography) OR3. Instability of the lumbar segment as defined above in section A.1. If a two-level fusion (no more than 2 levels) is being considered, then the same criteria described in IA or IB (above) must be present at an adjacent level.
 |
| 1. **Surgical criteria for patients with prior laminectomy, discectomy, or other decompressive procedure at the same level**
 | Surgical criteria for patients with prior lumbar surgery vary depending on the location and type of previous surgery:1. If conservative care has failed to relieve symptoms and the patient has had a prior laminectomy, discectomy, or other decompressive procedure at the same level, lumbar fusion should be considered only if the patient has one or more of the following:

1. Mechanical (non-radicular) low back pain with instability (as defined above in Section IA) at the same or adjacent levels OR2. Mechanical (non-radicular) low back pain with pseudospondylolisthesis, rotational deformity or other condition leading to a progressive (measurable) deformity OR3. Objective signs/symptoms compatible with neurogenic claudication or lumbar radiculopathy that is supported by MRI or CT (with or without myelography) and by a detailed clinical neurological examination OR4. Evidence from a post-laminectomy structural study of either:a. 100% loss of facet surface area unilaterally, ORb. 50% combined loss of facet surface area bilaterally |
| 1. **Contraindications for lumbar fusion**
 | There are important contraindications for lumbar fusions, even when patients meet the criteria described in the previous sections:1. Absolute contraindication

1. Lumbar fusion is not indicated with an initial laminectomy/discectomy related to unilateral compression of a lumbar nerve root. |

## Exhibit 3

HEALTH TECHNOLOGY CLINICAL COMMITTEE DECISIONS

1. [Spinal Injections](%5C%5C%5C%5Cdshsfloly7002%5C%5Cjdrive%5C%5COPP%5C%5CWorking%20Files%5C%5CCendy%5C%5CAcquisition%5C%5C2613%20-%20RFP%20Spinal%20Bundle%202018%5C%5CExhibits%5C%5CExhibit%203%5C%5C1%20Spinal%20Injections.pdf)
2. [Bone Morphogenetic Proteins for use in Lumbar Fusion.](file:///%5C%5Cdshsfloly7002%5Cjdrive%5COPP%5CWorking%20Files%5CCendy%5CAcquisition%5C2613%20-%20RFP%20Spinal%20Bundle%202018%5CExhibits%5CExhibit%203%5C2%20Bone%20Morphogenetic.pdf)
3. [Lumbar Fusions for Degenerative Disc Disease.](file:///%5C%5Cdshsfloly7002%5Cjdrive%5COPP%5CWorking%20Files%5CCendy%5CAcquisition%5C2613%20-%20RFP%20Spinal%20Bundle%202018%5CExhibits%5CExhibit%203%5C3%20Degen%20Disc%20Disease.pdf)
4. [Discography](file:///%5C%5Cdshsfloly7002%5Cjdrive%5COPP%5CWorking%20Files%5CCendy%5CAcquisition%5C2613%20-%20RFP%20Spinal%20Bundle%202018%5CExhibits%5CExhibit%203%5C4%20Discography.pdf)
5. [Facet Neurotomy](file:///%5C%5Cdshsfloly7002%5Cjdrive%5COPP%5CWorking%20Files%5CCendy%5CAcquisition%5C2613%20-%20RFP%20Spinal%20Bundle%202018%5CExhibits%5CExhibit%203%5C5%20Fact%20Neurotomy.pdf)

##

## Exhibit 4

OPIOID CLINICAL POLICY- UNIFORM MEDICAL PLAN

**EFFECTIVE JANUARY 2, 2018**

**Acute use of opioids for the treatment of non-cancer, non-palliative care, non-hospice, non-end of life paid (applies to both short-acting and long-acting formulas):**

Grandfathering criteria:

a) Patients who have filled at least one opioid prescription in 3 of the last 4 months (other than methadone) will be grandfathered. The attestation is not needed for these patients.

i) The dose, quantity, and 42-day supply limits do not apply.

ii) These patients may be identified electronically by looking back at claims data prior to January 2, 2018.

2) In general, only short-acting opioids will be approved for acute use. Long-acting opioids for acute use will be approved only under the exception criteria listed in (4) below.

3) Short and long-acting opioid prescriptions are covered without prior authorization to treat non-cancer, non-palliative care, non-hospice, and non-end of life related pain when the limits listed in (3a) and (3b) below are followed or when one of the exceptions listed in (4) applies. Limits apply as follows:

a) For short acting opioids only:

i) A quantity limit of 18 dosages per prescription for children (≤ 20 years of age); [Note: Prescriber indicating EXEMPT overrides quantity limit] **OR**

ii) A quantity limit of 42 dosages per prescription for adults (≥ 21 years of age); [Note: Prescriber indicating EXEMPT overrides the quantity]; **AND**

b) For both long and short acting opioids:

i) No more than 42 calendar days of opioid use within a rolling 90-day period. Use of any opioid for more than 42 days within a 90-day period is considered chronic use of opioids and requires prior authorization. See the **chronic use of opioids section** below; **AND**

4) **Exceptions** (Quantity limits in Table 1 below apply) (4a and 4b require separate codes):

a) Patient with a diagnosis or pharmacy claim for active cancer treatment, hospice, palliative care, or end-of-life care and pharmacy documents this on the prescription and submits the claim with an **expedited authorization code** used for this criteria; [Note: quantity limits do not apply]; **OR**

b) Provider wrote/typed “EXEMPT” on the prescription or the pharmacist has contacted the provider and the provider confirmed verbally the patient has an “EXEMPT” medical condition.

i) By indicating “EXEMPT” the provider is attesting that the patient has a medically necessary need that requires the prescribed long or short acting opioid (other than pain related to active cancer, hospice, palliative care, or end-of-life care) and it is documented in the medical record

ii) The pharmacy may submit the claim with the **expedited authorization code** used for this criteria; **OR**

c) New members are exempted for the first 120 days of enrollment.

i) Documentation from the pharmacist or prescriber is not required

ii) Quantity limits and 42 day supply limit do not apply.

d) Current prior authorization on file.

5) Opioid prescriptions exceeding the limits in (3a) and (3b) that do not have an exception listed in (4) are not authorized unless provider submits attestation.

**Chronic use of opioids for the treatment of non-cancer pain (applies to both short-acting and long-acting formulations):**

Use of opioids for more than 42 days may be authorized in 12 month intervals or to the provider’s indicated expiration date [“End Date”] when the prescriber signs the attestation below.

Attestation:

“I [Doctor’s Name] attest that all of the below criteria are met, or there is documentation in the chart for why one or more are not applicable:

a) The patient has an on-going clinical need for chronic opioid use at the prescribed dose (more than 42 days per 90 day calendar period) that is documented in the medical record.

b) The patient is using appropriate non-opioid medications, and/or non-pharmacologic therapies; OR

c) The patient has tried and failed non-opioid medications and non-pharmacologic therapies for the treatment of this pain condition; AND

d) For long-acting opioids, the patient must be using or had trials of short-acting opioid therapy for at least 42 days; OR

i) The reason for inadequate response to short-acting opioid therapy is documented in the medical record; OR

ii) Justification of beginning an opiate naïve patient on a long-acting opioid is documented in the medical record;

e) The provider has recorded baseline and ongoing assessments of measurable, objective pain scores and function scores. These should be tracked serially in order to demonstrate clinically meaningful improvements in pain and function; AND

f) The patient has been screened for mental health disorders, substance use disorder, naloxone use; AND

g) The provider will conduct periodic urine drug screens; AND

h) The provider has checked the PDMP for any other opioid use and concurrent use of benzodiazepines and other sedatives; AND

i) The provider has discussed with the patient the realistic goals of pain management therapy and has discussed discontinuation as an option during treatment; AND

j) The provider confirms that the patient understands and accepts these conditions and the patient has signed a pain contract or informed consent document.

By signing this attestation, I hereby certify that the above information is true, accurate and complete. That the requested treatment is medically necessary, does not exceed the medical needs of the member, and is clinically supported in the member’s medical record [Insert Attestation End Date].

**Definitions:**

* **Short-acting opioid:** an opioid that is FDA-approved to manage pain severe enough to require opioid treatment and for which alternative treatment options are inadequate (includes tramadol and tapentadol; excludes trans-mucosal fentanyl and all buprenorphine products).
* **Long-acting opioid:** an extended release opioid that is FDA-approved to manage pain severe enough to require daily, around-the-clock, long-term opioid treatment for opioid-tolerant patients and for which alternative treatment options are inadequate (includes fentanyl patches and tramadol ER; excludes methadone and buprenorphine patches).
* **Dosage:** One dosage equals one tablet, one capsule, one suppository, or 5 ml.
* **Opioid:** Drugs containing the following ingredients
	+ Codeine
	+ Fentanyl
	+ Hydrocodone
	+ Hydromorphone
	+ Meperidine
	+ Morphine
	+ Oxycodone
	+ Oxymorphone
	+ Tapentadol
	+ Tramadol
* **MED:** Morphine equivalent doses per the calculator published on the Washington State Agency Medical Directors’ Group website(http://agencymeddirectors.wa.gov/opioiddosing.asp)

**Table 1: Quantity and Days’ Supply Limits**

|  |
| --- |
| **ACUTE USE** |
|  | **Short acting opioids** | **Long acting opioids** |
| Standard limits when exceptions are not met | Quantity limits for children ≤ 20 years old | 18 tablets or capsules, or 90 ml per prescription | No allowed for acute use unless exempt |
| Quantity limits for adults ≥21 years old | 42 tablets or capsules, or 210 ml per prescription |
| Limits when exceptions are met | Dosage | No MED limits at this time. |
| Day Supply | 30 days maximum in a single fill. Use of opioids not to exceed 42 calendar days within a rolling 90 day period. Greater than 42 days require attestation or prior authorization. |
| **CHRONIC USE** |
| Limits | Dosage | No Med limit at this time. |
| Day Supply | 30 day supply |

## APPENDIX A

PROPOSAL SUBMITTAL DOCUMENT

**Submittal Document:** Bidders must complete and submit the below document with their Proposal.

## APPENDIX B

SAMPLE CONTRACT

**Sample Contract Document:** The HCA expects the final Contract signed by the ASB(s) to be substantially the same as this Contract. This document does not need to be submitted, however Bidders are instructed to be familiar with it.

1. http://www.breecollaborative.org/wp-content/uploads/Lumbar-Fusion-Bundle-Final.pdf [↑](#footnote-ref-1)
2. https://fortress.wa.gov/ga/webs/ [↑](#footnote-ref-2)
3. http://www.breecollaborative.org/wp-content/uploads/Lumbar-Fusion-Warranty-Final-14-09.pdf [↑](#footnote-ref-3)