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# Solicitation Amendment

## SEBB Program Fully Insured Medical Plans

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### RFP No. 2716

### Amendment No. 7

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**Date Issued:** July 23, 2018

**Purpose:** Amend the RFP to change the amount of hard copy proposals required and make the updates/corrections described in HCA's answers to the Round 2 questions in Amendments 5 & 6.

Amendment need not be submitted with Proposal. All other Terms, Conditions, and Specifications remain unchanged. The above referenced solicitation is amended as follows:

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1. Section 1.7, **Minimum Qualifications**, minimum qualification #4 is hereby deleted and replaced with the following:
  4. Must have proof of NCQA or URAC full health plan accreditation (a) in Washington State or, (b) in another state with an intent and plan to receive accreditation in Washington State no later than 12/31/2019.
2. Section 1.7, **Minimum Qualifications**, minimum qualification #11 is hereby removed in its entirety.
3. Section 3.3, **Proposal Submission**, subsection 3.3.2 is hereby deleted and replaced with the following to reduce the amount of hard copies requested:
  - 3.3.2 *Hard copy delivery (mail)* - Bidders are required to provide **six (6) hard copies**, each bound in a 3-ring binder(s). Bidders should allow sufficient time for delivery to ensure timely receipt of their Proposals by the RFP Coordinator. Bidders assume the risk for the method of delivery chosen. HCA assumes no responsibility for delays caused by any delivery service.
4. Exhibit H, section 11, item c.iv, fourth bullet point, the third arrow, is hereby deleted and replaced with the following:
  - Cooperation with auditors and expedition of the audit as needed. If it is determined an independent, professional auditor is needed for the Claims payment audit, then HCA will work with Contractor to select an auditor at a later date. The auditor will be contracted at the expense of the Contractor and the audit will be completed by August 1, 2019, unless otherwise agreed to by HCA.
5. Exhibit I, section 1, **Provider Network**, item i is hereby deleted and replaced with the following:
  - i. [Mandatory not Scored] Network adequacy, by providing the network adequacy filings the Bidder submits to Washington, Idaho, and/or Oregon, whichever states the Bidder intends to offer a Service Area in for the SEBB Program. For each state, Bidder must attest whether or not they meet the state network adequacy standards.

6. Exhibit J, section 2, **Data File Transfer and Access**, item i is hereby deleted and replaced with the following:
  - ii. Provide claims data extracts to HCA business associates at no additional cost. An example of an HCA business associate is an HCA actuarial consultant. Data transfers may occur on a weekly or monthly basis, as specified by HCA.
7. Exhibit J, section 3, **Eligibility System Requirements**, *Eligibility Files* subsection, item b is hereby deleted and replaced with the following:
  - b. Conduct a full eligibility file match with HCA not less frequently than monthly and promptly reconcile any differences and report any reconciled differences and any other discrepancies to HCA.
8. Exhibit K, **Draft Contract**, is hereby deleted and replaced with the updated Exhibit K included with this amendment. The only change made is that the document was updated so that none of the previous redlines show in the print version.
9. Appendix 4, **HIPAA 834 Compliant Eligibility File**, is hereby deleted and replaced with the updated Appendix 4 attached to this amendment. The typo in the text box on the *Technical Information* tab has been corrected:

February, 2020 has been changed to April, 2020.

10. Appendix 5, **Provider Network Adequacy**, is hereby deleted and replaced with the following updated Appendix 5:

Appendix 5, **Non-Disclosure Agreement (NDA)**, is hereby incorporated into the RFP. Bidders who are interested in receiving the aggregated census data discussed in Round 2 Q&A questions #5, #30, and #47 released in amendment 5 and clarified in amendment 6 must sign and return this NDA to the RFP Coordinator.

APPENDIX 5 - NON-DISCLOSURE AGREEMENT

**Statement of Confidentiality**

Between

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

And

**[Insert Vendor's Legal Name and remove brackets: EXAMPLE: ABC COMPANY]**

Vendor'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 a subset of the SEBB Program data which was either publicly available or received by way of the Washington K-12 Legislated Data request from the Washington State Health Care Authority (HCA), strictly for the purposes of submitting a response to Request for Proposals (RFP) 2716, SEBB Program Fully Insured Medical Plans. This information is confidential and private and Vendor is responsible for maintaining this confidentiality and privacy. Before Vendor is allowed access to this information, Vendor is required to sign this statement.

Please note that this census data is aggregate data provided by two different sources: the Office of the Superintendent of Public Instruction (OSPI) F275 report accessed by HCA in December 2017 and Carrier claims data received on or around April 30, 2018, and does not encompass a complete picture of the populations to be served under this RFP. HCA is not liable in any way to any bidder with respect to the data conveyed by HCA to the bidders under this RFP.

**Confidentiality/Safeguarding Of Information** -- The Vendor shall not use or disclose this information for any purpose not directly connected with the response to RFP 2716, except with prior written consent of HCA, or as may be required by law.

**Privacy** -- This information shall be used solely for the purposes of this RFP. Vendor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons this information without the express written consent of the HCA or as provided by law. Vendor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to this information.

The HCA reserves the right to monitor, to audit, or investigate the use of this information. The monitoring, auditing or investigating may include but is not limited to "salting" by the HCA. 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 actions to be determined by the HCA, and the demand for return of all information. The Vendor agrees to indemnify and hold harmless the HCA for any damages related to the Vendor's unauthorized use of this information.

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Signature of Employee/Subcontractor

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Date