



STATE OF WASHINGTON
HEALTH CARE AUTHORITY

REQUEST FOR PROPOSALS (RFP)

RFP NO. 2722

NOTE: *If you download this RFP from the Health Care Authority website, you are responsible for sending your name, address, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP amendments or bidder questions/agency answers. HCA is not responsible for any failure of your organization to send the information or for any repercussions that may result to your organization because of any such failure.*

PROJECT TITLE: SEBB Program Vision Plans

PROPOSAL DUE DATE: July 27, 2018 by 3:00 p.m. Pacific Time

E-mailed bids will be accepted; faxed bids will not.

ESTIMATED TIME PERIOD FOR CONTRACT: The Washington State Health Care Authority (HCA) estimates the initial Contract(s) will be signed in early November 2018. Benefit plans and services will not begin until January 1, 2020, but an extended period of Implementation is expected. Implementation will begin immediately following Contract execution. Contract(s) will extend through December 31, 2023. Thereafter, Contract(s) may be extended for up to an additional five (5) years in increments of not less than one (1) year. It is at the sole discretion of the HCA to extend the Contract(s) additional years, but execution of additional years will be in mutual agreement with the Contractor(s).

BIDDER ELIGIBILITY: This procurement is only open to those Bidders that satisfy the minimum qualifications stated herein. Failure to meet any one of these requirements will result in the rejection of such bid prior to evaluation and scoring.

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A. INTRODUCTION

1. Purpose

The Washington State Health Care Authority (HCA) is initiating this Request for Proposals (RFP) to solicit proposals from licensed carriers interested in providing and administering fully and/or self-insured group Vision Plan(s) to Subscribers and their enrolled Dependents of the new School Employees Benefits Board (SEBB) Program. Although the focus of this RFP is procuring a vision benefit for the January 2020 launch of SEBB Program benefits, HCA reserves the right to negotiate any resulting Contracts to add additional populations, to include Retirees and/or PEBB Program members during the life of such Contract without conducting another procurement. It is possible that a vision benefit resulting from this procurement could also be launched in January 2020 for the PEBB Program.

HCA is looking to contract with at least one experienced, group Vision Plan carrier to provide a number of fully and/or self-insured plan options for Subscribers. HCA intends to award one or more Contracts to provide the services described in this RFP in order to provide an adequate portfolio and coverage of vision care services for School Employees. This population includes School Employees who work in Washington, but may live in Oregon or Idaho that border Washington State.

Funding for the benefits offered under the SEBB Program is dependent on the legislative appropriations finalized during the 2019 legislative session and SEB Board actions.

The HCA will select one or more Apparently Successful Bidder(s) (ASBs) that it determines demonstrate:

1. Capacity and ability to manage an account of the size of the SEBB Program benefit.
2. An adequate number of vision care providers for SEBB Members to choose from; and
3. A vast selection of prescription lenses options, frames, and contact lenses at different price points within each plan offering

Prior to launching new SEBB plans on January 1, 2020, an ASB will be expected to perform the following services:

1. Begin a Contract implementation plan as early as November 2018.
2. Support the SEBB Program Annual Open Enrollment activities in fall 2019 for the 2020 plan year as specified and approved by the HCA.
3. Provide all contracted insurance and administrative services beginning January 1, 2020.

Bidders must demonstrate the ability to provide all staffing, systems, and procedures required to perform the services described in this RFP. They must have the ability to meet the needs of the SEBB Program and demonstrate a culture of flexibility, innovation, and adaptability in order to develop and administer vision care benefits.

2. Procurement Schedule

Issue Request for Proposals	June 27, 2018
(Mandatory) Letter of Intent Due	July 11, 2018 – 3:00 pm (PT)
Round 1 Bidder Questions Due	July 11, 2018 – 3:00 pm (PT)
Round 1 HCA Answers Posted	July 16, 2018
Round 2 Bidder Questions Due	July 18, 2018 – 3:00 pm (PT)
Round 2 HCA Answers Posted	July 23, 2018
Proposals Due	July 27, 2018 – 5:00 pm (PT)

Evaluate Proposals	August 1-10, 2018
Conduct Oral Interviews with Finalists, if required	August 13-15, 2018
Announce “Apparently Successful Bidder(s)” and send notification via e-mail to unsuccessful Bidders	August 20, 2018
Debrief Period	August 21-23, 2018
Contract Negotiations	August 31 – November 1, 2018
Anticipated Award Date	November 9, 2018

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

3. Abbreviations and Definitions

For the purposes of this RFP, the following abbreviations and terms have the meanings indicated below:

All Payer Claims Database or APCD – Washington’s statewide all-payer health care claims database to support transparent public reporting of health care information as described in RCW 43.371.020.

Annual Open Enrollment – An annual event set aside for a period of time when Subscribers may make changes to their plan enrollment and salary reduction elections for the following Plan Year. During the Annual Open Enrollment, Subscribers may transfer from one plan to another, enroll or remove Dependents from coverage, or enroll or waive enrollment in SEBB/PEBB Program medical benefits. Subscribers eligible to participate in the salary reduction plan may enroll in or change their election under the dependent care assistance program (DCAP), the medical flexible spending arrangement (FSA), or the premium payment plan.

Apparently Successful Bidder or ASB – Any Bidder selected as an entity to perform the anticipated services under this RFP, subject to completion of contract negotiations and execution of a written contract.

Appeal – A written or oral request for reconsideration of a decision to deny, modify, reduce, or terminate payment, coverage, or provision of vision care services.

Benefits Start Date – The day the ASB will begin providing benefit coverage and services under the Contract. This date is currently scheduled for January 1, 2020.

Bidder – An entity interested in the RFP that submits a Proposal in order to attain a contract with the Health Care Authority.

Book-of-Business – All commercial business of the Bidder, including all fully insured and self-insured products within the Bidder’s accounts.

Business Day – 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 the RFP.

Certificate of Coverage or COC – A summary of the essential features of the group coverage contract produced and made available to each covered person, and as the context requires, the plan year version in effect on the date of service.

Charter School – Per Chapter 241, Laws of 2016 (E2SSB 6194), a “Charter School” is a public school that is established in accordance with this chapter, governed by a charter school board, and operated according to the terms of a charter school contract executed under this chapter.

Claim – The written notice on a form acceptable to the Contractor for reimbursement for any covered vision service or supply pursuant to the terms of the applicable Certificate of Coverage.

Common Measure Set – A set of statewide measures for Washington State that provide the foundation for health care accountability and measuring performance. The Performance Measures Coordinating Committee, which was created by legislation (RCW 41.05.690), approved a “starter set” of measures in December 2014 that are intended to evolve over time as the science of measurement and state priorities evolve.

Complaint (Grievances) – An oral or written expression of dissatisfaction submitted by or on behalf of a Member regarding: (i) the denial of vision care services or payment for vision care services; (ii) issues other than denial of or payment for vision care services, including dissatisfaction with vision care services, delays in obtaining vision care services, conflicts with carrier staff or providers; or (iii) dissatisfaction with UMP Plan practices or action unrelated to vision care services.

Continuation Coverage – means the temporary continuation of Health Plan coverage available to Enrollees after a qualifying event occurs as administered under COBRA, the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Secs. 4301 through 4335, or SEBB insurance coverage extended by the SEB Board.

Contract – A written agreement, resulting from this procurement, between an ASB and the HCA, including all exhibits, schedules, attachments, and other terms or documents referred to, incorporated by reference, or attached hereto. The HCA's Draft Contract is included as Exhibit I.

Contractor – What an ASB becomes after a Contract has been executed. This includes its employees and agents, and any firm, provider, organization, individual or other entity performing services under the Contract. It also includes any Subcontractor retained by Contractor as permitted under the terms of the Contract.

Covered Lives - The number of people enrolled in a particular insurance plan.

Day – Any calendar day, including weekends and holidays. All statements referring to a number of Days mean calendar days, regardless of the number of Days, unless something different is explicitly specified. If the time when something must be performed falls on a weekend, a day observed as a holiday by the State of Washington as an employer, or a day when HCA is officially closed for other reasons, then that action is due on the next Business Day. Day one is the Day after receipt, unless something different is explicitly specified.

Dependent – A spouse, state-registered domestic partner, or child of the Subscriber, who meets SEBB Program eligibility requirements as described in the SEB Board policy resolutions SEBB 2018-01, SEBB 2018-02, and SEBB 2018-03.

Educational Service District (ESD) – A regional education unit Washington State. There are nine (9) ESDs; each ESD serves multiple school districts. ESD are established under RCW 28A.310.020 to provide cooperative and information services to local school districts; assist superintendents in the performance of their duties, and provide services to the school districts and the Washington State center for childhood deafness and hearing loss and the school for the blind to assure equal education opportunities.

Enrollee – Enrollee means a person who meets all eligibility requirements defined in chapter 182-31 WAC, who is enrolled in SEBB benefits, and for whom applicable premium payments have been made.

Explanation of Benefits or EOB – A statement sent to covered individuals explaining what vision treatments and/or services were paid on their behalf

HCA Account Manager – An employee of the HCA designated to represent HCA in matters relating to the Contract.

HIPAA – The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended from time to time, and its corresponding federal regulations.

Member – Subscribers and their Dependents who are enrolled in a SEBB Program contracted Vision Plan with a carrier that results from this RFP, and for whom applicable premium contributions and any applicable premium surcharges have been made.

PEBB – The Public Employees Benefits Board, which is authorized to design benefits and determine the terms and conditions for participation in insurance benefits for eligible public employees and Retirees under chapter 41.05 RCW.

PEBB Program – The program administered by HCA that purchases and coordinates benefits for eligible public employees and Retirees.

PHI – Protected Health Information, as defined in 45 C.F.R. §160.103.

Prime Bidder – In the case of two (2) or more entities submitting a joint Proposal, the entity designated as the HCA's sole point of contact during the procurement.

Prime Contractor - In the case of two (2) or more entities submitting a joint Proposal, the entity identified as the HCA's primary point of contact that bears sole responsibility for performance under a Contract resulting from this procurement.

Proposal – A formal offer submitted in response to this RFP.

RCW – Revised Code of Washington. Any references to specific titles, chapters, or sections of the RCW include any substitute, successor, or replacement title, chapter, or section.

Retiree(s) – Has the same meaning as contained in RCW 41.05.011 (18) and (24).

School Employee – An employee of a Washington State school district, Educational Service District, or Charter School. This includes both certificated and non-certificated (otherwise known as “classified”) employees.

School Employees Benefits Board or SEB Board – A board made up of members appointed by the Governor that is authorized to design and approve insurance benefit plans for School Employees and to establish eligibility criteria for participation in benefit plans under RCW 41.05.740.

SEBB Vision Plan or Vision Plan – A vision plan approved by the SEB Board that is offered under the SEBB Program.

SEBB Program – The program administered by HCA that purchases and coordinates benefits for eligible School Employees.

SmartHealth – The PEBB Program's wellness incentive program initiated by the Governor's Executive Order 13-06.

Subcontractor – A person, partnership, or entity not in the employ of or owned by the Bidder, who is performing all or part of those services under a separate contract with or on behalf of the Bidder. The terms “Subcontractor” mean Subcontractors in any tier.

Subscriber – The School Employee, Retiree, Continuation Coverage enrollee, or survivor who has been determined eligible by the SEBB Program, school district, ESD, or Charter School and is the individual to whom the SEBB Program and contracted vendors will issue all notices, information, requests, and premium bills on behalf of Members.

WAC – The Washington Administrative Code. Any references to specific titles, chapters, or sections of the WAC includes any substitute, successor, or replacement title, chapter, or section.

4. Background

HCA is a cabinet-level agency within the Washington State executive branch and governed by chapter 41.05 of the Revised Code of Washington (RCW). HCA is the largest purchaser of health care services in Washington State through its management of the Public Employees Benefits Board (PEBB) and Apple Health (Medicaid) Programs. This purchasing influence will expand with the implementation of the SEBB Program. The Employees and Retirees Benefits (ERB) division of HCA will administer benefits designed for both the SEBB and PEBB Programs. Today, the PEBB Program covers all eligible Washington State employees and their Dependents from all state agencies, higher education (universities, colleges, etc.), as well as over 300 counties, municipalities, political subdivisions, tribal governments, and school districts and Educational Service Districts (ESDs) that voluntarily contract with HCA for PEBB Program benefits.

The SEBB Program was created within HCA pursuant to the passage of Engrossed House Bill (EHB) 2242 (Laws of 2017, 3rd sp.s., Ch. 13, Part XIII)¹ in July 2017. EHB 2242 directs the SEB Board and HCA to develop and administer a suite of benefits for eligible School Employees and their Dependents. During the 2018 Legislative session, SEBB Program statutes were amended by Engrossed Substitute Senate Bill 6241 (Laws of 2018, Ch. 260)². There are currently no plans offered under the SEBB Program, because SEBB plans do not start until January 1, 2020.

Starting January 1, 2020, all Washington State school districts, ESDs, and Charter Schools (approximately 314 separate entities) will be required to participate in the SEBB Program. This includes any school districts, ESDs, or Charter Schools currently accessing benefits through the PEBB Program. The SEB Board will design and approve insurance benefit plans and establish eligibility criteria for participation in these plans. The benefit plans resulting from this RFP are subject to SEB Board approval. Under the new law, benefit plans and rules must be in place and fully effective on January 1, 2020.

On March 15, 2018, the SEB Board adopted a resolution that requires HCA to “perform a procurement for a vision benefit that is not integrated into medical plans.” The SEB Board will evaluate whether to offer vision benefits integrated into medical plans or standalone (aka group benefits) at upcoming 2018 Board meetings. Because the SEB Board has not yet decided whether to offer a standalone vision plan or medical plans with integrated vision, there is no guarantee that HCA will award any contract as a result of this RFP.

A. Eligibility Administration of Plan

Determination of eligibility for coverage for all Vision Plans is the statutory responsibility of the SEB Board and HCA, and is not open for suggestion under this RFP. However, benefits officers employed by individual school districts, ESDs, or Charter Schools will initially determine and periodically review eligibility for their employees.

HCA retains administrative responsibility for individual eligibility determinations for SEBB Program benefits, and handles individual benefits eligibility Appeals. HCA has the right to delegate the administrative responsibility and benefit eligibility appeals to SEBB organizations.

In addition, the HCA reserves the right to authorize audits by third parties.

HCA expects to replace and modernize its eligibility and system of records information system in the coming years. The details of the new system are not available at this time. Bidders should expect that some aspects of the electronic data interface will change as a result. For example, the interface may be with an application service provider instead of HCA, and the new system may add unique

¹ [http://lawfilesexternal.wa.gov/biennium/2017-18/Pdf/Bills/Session%20Laws/House/2242.SL.pdf?cite=2017 3rd sp.s. c 13 § 801](http://lawfilesexternal.wa.gov/biennium/2017-18/Pdf/Bills/Session%20Laws/House/2242.SL.pdf?cite=2017%203rd%20sp.s.%20c%2013%20%24%20801).

² <http://lawfilesexternal.wa.gov/biennium/2017-18/Pdf/Bills/Session%20Laws/Senate/6241-S.SL.pdf>

identifiers instead of requiring ASB(s) to generate them (in this scenario, ASB(s) would be required to use the HCA-generated unique identifier). ASB(s) must agree to make any necessary changes in their systems and all reconciliation processes to accept HCA's eligibility file in the layout and format given by HCA. This may change annually and with HCA system changes.

B. SEBB Program Population

As of January 1, 2020, the SEBB Program will offer benefits to School Employees and Dependents who meet the eligibility criteria defined by the SEB Board and codified in the Washington Administrative Code (WAC). These benefits are currently in the process of being developed. The primary SEB Board benefits eligibility criterion is set forth in RCW 41.05.740(6)(d) as any employee anticipated to work at least six hundred and thirty (630) hours during the school year.

Currently, when a School Employee retires and meets eligibility requirements, they become eligible for benefits under the PEBB Program. Consequently, the SEBB Program population does not include Retirees under the current statutory structure. However, RCW 41.05.022(4) requires HCA, in consultation with the PEB and SEB Boards, to complete an analysis by December 15, 2018 to determine the most appropriate risk pool for the retired and disabled School Employees. If the legislature make changes to the SEBB Program risk pool as a result of this analysis, the Contracts resulting from the RFP may need to be amended to include a Retiree risk pool and population.

Based on data received from the Office of Financial Management (OFM) for the 2015-16 school year, there were approximately 134,000 School Employees statewide who worked at least 630 hours, and approximately 10,500 additional School Employees who worked less than 630 hours. While the exact number of Members will not be known until the end of the SEBB Annual Open Enrollment in late fall of 2019 (because it is unknown how many Dependents will be enrolled), it is known that the Subscriber population is largely female (roughly 75%), and the median age is approximately thirty-seven (37). The number of Dependents that eventually will be enrolled in the SEBB Program will likely increase from current levels as the employee premium contribution methodology under the SEBB Program will be relatively more favorable to School Employees with Dependents than the current situation. Under the SEBB Program, the required School Employee share of the cost for family coverage premiums may not exceed three (3) times the School Employee share of the premiums for a School Employee purchasing single coverage for the same coverage plan (Laws of 2018, Ch. 260, § 1)³. HCA estimates that total SEBB Program enrollment (eligible Subscribers and Dependents) will be between 200,000 and 300,000 persons.

While all school districts, ESDs, and Charter Schools may currently contract with HCA for PEBB benefits, only seventy-two (72) school districts and five (5) ESDs participate in these benefits. This is approximately three to five percent (3-5%) of all School Employees. Currently most School Employees have benefits arranged by their individual employing districts, local collective bargaining units, or the Washington Education Association. The new state law requires state consolidation of benefits purchasing, benefits administration, and collective bargaining related to benefits.

C. PEBB Program Population

Bidders interested in potentially offering a fully and/or self-insured group vision plan offering to the PEBB Program are strongly encouraged to respond to this RFP.

The PEBB Program currently offers benefits to all state agency and higher education employees and eligible Retirees in Washington. Political subdivisions, tribal governments, and certain other government entities that meet specific criteria are authorized to contract with HCA to purchase PEBB Program benefits for their governmental employees and certain Retirees under RCW 41.04.205 and chapter 41.05 RCW. As previously mentioned, School Employee *Retirees* are currently included in the PEBB Program population. As of March 2018, there were over 378,000 members enrolled in PEBB Program medical plans. To leverage efficient purchasing, the PEB Board may decide to contract for a similar benefit plan for the PEBB Program with any entity that enters into a Contract with HCA for the SEBB Program pursuant to this RFP without conducting another procurement. In

³ <http://lawfilesexternal.wa.gov/biennium/2017-18/Pdf/Bills/Session%20Laws/Senate/6241-S.SL.pdf>

other words, any carrier that may be interested in providing a fully and/or self-insured group vision plan offering to the PEBB Program may lose that opportunity if it fails to obtain a contract to provide benefits for the SEBB Program.

D. SEB Board Regulatory Environment

The SEB Board operates in a unique regulatory environment. Bidders should be familiar with all statutory requirements pertaining to the SEB Board, including but not limited to the provisions of RCW 41.05 (State Health Care Authority). Plans will be subject to the Public Health Services Act (42 U.S.C. Chapter 6A), the Washington Patient Bill of Rights, and Chapter 70.14 RCW, which sets requirements for health care services purchased by state agencies.

HCA reserves the right to negotiate any resulting Contracts to add additional populations, to include Retirees and/or PEBB Program members during the life of such Contract without conducting another procurement.

E. Marketing Benefit Participation

HCA will market, advertise, and provide education on the SEBB Program to all school districts, ESDs, Charter Schools, and Members. Each year, prior to the SEBB Program's Annual Open Enrollment, HCA will publish and distribute a description of the SEBB Vision Plan(s) available (and the Subscriber's share of the premium cost for each plan, if applicable), as well as any plan or benefit changes for the following year.

ASB(s) will be responsible for marketing, advertising, educating, or soliciting participation in their SEBB Vision Plans, with final approval of such efforts and materials from, and at the discretion of, HCA.

If an ASB has other lines of business beyond the Vision Plans they provide under the SEBB Program that relate to other types of benefits offered by the SEB Board, the ASB is prohibited from using any information obtained as a result of the Contract to solicit SEBB Program Enrollees or Members to purchase the ASB's other products or services. For example, an ASB may not solicit SEBB Program Members or Enrollees to enroll in any of their non-SEBB Program products or services using information gained from its participation in the SEBB Program.

F. Other Contractors and Partners

An ASB(s) may be required to work with a number of other contractors providing services to HCA. This work may involve sharing eligibility, clinical data, Claims data, or other activities as directed by HCA. HCA has contracts with vendors who provide the following services (this list is a sample and is not meant to be all-inclusive):

1. Fully insured and self-insured medical plans
2. Actuarial and consulting services
3. Health care consulting services
4. Online Member Claim and eligibility portal for providers (aka OneHealthPort)
5. Wellness program
6. Member experience surveys
7. Medical Flexible Spending Arrangement and Dependent Care Assistance Program administrator
8. e-Value8™ and Community Checkup (Washington Health Alliance)
9. All Payer's Claims Database (Office of Financial Management)
10. Project Management Consulting Services

This list is provided for illustrative purposes only as the ASB may not have to engage with all of these contracted services. Additionally, vendors for these services are subject to change at any time.

Services in the list provided above and currently performed by other contractors should not be included in the Bidder's Proposal unless specifically requested in this RFP. In the event HCA makes a decision to discontinue any service performed by a contractor other than the ASB, it is likely that the services would be transitioned to another vendor. However, HCA and ASB may negotiate in good faith to incorporate such services into the Contract as permitted under Washington State law.

5. Objectives

HCA's objectives for this RFP are as follows:

1. Execute Contract(s) with qualified carriers for fully and/or self-insured group Vision Plans for the SEBB Program that have a Benefits Start Date of January 1, 2020. The carriers must be able to demonstrate flexibility and understanding of the challenges in implementing a new program with specific time constraints. HCA desires ASB(s) who have experience effectively managing an onboarding of this magnitude.
2. Offer group Vision Plans for SEBB Program enrollment with access to Ophthalmologists, Optometrists, Opticians, and independent and retail vision hardware stores throughout Washington State, and some counties in Oregon and Idaho that border Washington State.
3. Achieve cost efficiency by partnering with ASB(s) who have effective provider contracting.
4. Leveraging efficient purchasing by potentially utilizing the resulting Contract(s) to expand fully insured or self-insured group vision benefits to the PEBB Program population in the future, but as early as January 2020.

6. Statement of Work

HCA is looking to contract with one or more group Vision Plan carriers to provide fully and/or self-insured vision plan(s). ASB(s) will need to provide the network, services, and staff to perform the tasks or provide the services listed in this section. A final Statement of Work will be negotiated with ASB(s) prior to Contract Signature.

ASB(s) must have the capability to:

Provider Network

1. Provide implementation services that will conclude by October 1, 2019.
2. Implement a plan that makes the best use of the dates found Exhibit H – Plan Design, Covered Services and Cost
3. Complete a readiness assessment of ASB's operations conducted by HCA as part of the implementation plan. This timeframe will be agreed upon between HCA and the ASB.
4. Have in-network provider access that is at least accessible throughout Washington State, and in counties in Idaho and Oregon that border Washington State.
5. Contract for and oversee provider reimbursement rates.

Claims Processing

1. Provide an operational Claims payment service on January 1, 2020 that includes the ability process and pay in-network and out-of-network provider Claims that cover eligible Members in accordance with plan benefits.
2. Perform other Claims-related functions necessary to provide a complete administration of Claims.
3. Accept Claims reimbursement forms from the Member (if applicable).
4. Accept and process SEBB Vision Plan eligibility files daily in the format outlined in the SEBB Vision Plan Eligibility File Format found in Appendix 3 – *HIPAA 834 Compliant Eligibility File*. ASB must agree to accept all changes in systems and files as directed by HCA.
5. Generate unique Subscriber/Member identification numbers for eligible Subscribers/Members. Currently in the PEBB Program, the HCA sends the first eligibility file

- to the Contractor(s) after the Annual Open Enrollment period ends. Any subsequent changes to enrollment are sent to the Contractor(s) daily. It is anticipated the SEBB Program will adopt the same process.
6. Complete a full eligibility file match with HCA not less frequently than monthly (and HCA's business partners, if applicable) and prompt reconciliation of any differences and reporting of any reconciled differences and any other discrepancies to the HCA.

Member Services

1. Maintain enrollment data for eligible Members.
2. Provide an operational customer services center with customer service staff that are knowledgeable, responsive, and deliver high quality service to all Members and Enrollees.
3. Process Appeals and Complaints.
4. Provide secure online services and web team for Members to access a robust, accurate, and up-to-date array of web-based tools and information, such as Explanation of Benefits (EOBs) and benefit usage. An ASB's online services must at all times meet or exceed the Washington State Office of the Chief Information Officer (OCIO) Technology Standards, or their replacements or successors, found in Appendix 1 – *OCIO Standard 141.10 – Securing IT Assets* and Exhibit H – *Plan Design, Covered Services and Costs*.
5. Provide non-secure Member and Enrollee online access to insurance/plan documents, such as: Certificates of Coverage (COCs), provider directory, policies, etc. The website must also include a process to obtain paper copies of these documents.
6. Keep an up-to-date list of providers and their locations, accessible online and printed copies.

Communications

1. Provide an effective communications team (including writers, web team, and graphic designers) that can work directly with the HCA communications staff. ASB(s) must be able to provide communications to Members and potential Members to enable them to make informed decisions in selecting a Vision Plan, appropriately utilize available benefits, and actively engage in managing their vision health.
2. Review and edit HCA communications pertaining to the group Vision Plan within the requested timeframe for response.
3. Have the capability to communicate with Members through multiple channels such as instant messenger, email, telephone, etc.

Account Management

1. Accept, store, process, and validate data.
2. Provide both standard and ad hoc customized reports to HCA on SEBB Vision Plan quality, cost and utilization performance, Member satisfaction, etc.
3. An experienced and knowledgeable account management team who are flexible, timely, and responsive to HCA. HCA will have the option to be a part of the interview process for team members, as referenced in the Performance Guarantees located in Exhibit I – *Draft Contract*.
4. Account management and executive level staff in attendance (in person or by phone) at regular and as needed meetings with HCA.
5. Provide representatives to attend the SEBB Program Annual Open Enrollment benefit fairs that will occur throughout Washington State in the fall of each contracted year. The representatives must be able to cover topics such as benefits and cost sharing, network providers, Claim procedures, Member services, and information tools and resources.

Data and Reporting

1. Present benefit performance and other data to HCA, as requested.
2. Coordinate with other vendors if asked, within reasonable requests by HCA.
3. Submission of data to OFM's All Payer Claims Databased (APCD).
4. Certify that all information sharing is in full compliance with HIPAA and other applicable regulations, with information and reporting structured to meet the needs of Members, providers, HCA, the community, and other identified stakeholders.

5. Accept premium payments from HCA.
6. Participation in an annual Request for Renewal (RFR) process. The RFR process will be on an annual basis to adjust employee benefits in response to (a) new requirements under the ACA or other federal requirements; (b) changes requested by the SEB Board, or other internal policy drivers; (c) benefit design strategies promulgated by HCA; and/or (d) state legislative mandates and other changes. The purpose of the RFR is not to extend or re-negotiate the Contract, but for both parties to determine resources necessary to implement possible benefit changes and other potential changes to any of the plans. These changes may result from a mandate from either within or outside HCA.

Other

1. Must operate an integrity program addressing fraud, waste, and abuse, including detection and prevention.

7. Implementation / Timeframe

It is anticipated that contracted services will be implemented in two (2) phases.

Phase One - Implementation and Planning: This phase includes coordination with the HCA staff, consultants, and other contractors to build the infrastructure necessary to support the plan(s) and make sure the ASB is prepared to provide services. This will include such items as the eligibility files and group structure for Members. This phase will begin once the Contract is signed (which HCA estimates to be early November 2018), and will continue at least through October 1, 2019. Implementation will begin based on a number of assumptions, which are subject to change.

Phase Two – Delivery of Vision Plan Services: This phase is the provision for delivery of the plan(s) the ASB is contracted to provide. Specific services described in the Contract will begin on January 1, 2020, or thereafter, as specified in the Contract and continue for the term of the Contract.

HCA will work with the ASB(s) to further define the contents of each phase in the implementation plan and Contract. HCA reserves the right, in its sole discretion, to alter the timing of the implementation timeframe at any time.

8. Minimum Qualifications

Within the Letter of Submittal, section C.4, Bidders are asked to explain and demonstrate compliance with the following eligibility requirements to participate as a Bidder in response to this RFP. Bidder must meet these minimum requirements at the time their Proposal is submitted to HCA.

1. Must have been issued or applied for a UBI number to operate as a licensed business in Washington State; preferably in Idaho and Oregon as well.
2. Must comply with all Washington Office of the Insurance Commissioner's (OIC) regulations about Complaints and Appeals processes.
3. Must comply with all state and federal privacy and security laws, statutes, and regulations for protecting Member data, including HIPAA.
4. Must meet an A.M. Best financial rating of A- at the time of Proposal submittal, or comparable rating from one of the independent agencies who rate the financial strength of insurance companies (e.g., Standard & Poor's, Moody's, Fitch, etc.). Bidder to provide a copy of their most recent report with this rating.
5. Must comply with Washington State Office of the Chief Information Officer (OCIO security standards and agree to undergo a Security Design Review conducted by Washington Technology Solutions (see Appendix 1 – OCIO Standard 141.10 – Securing IT Assets). Describe the Bidder's ability to comply with the Washington State OCIO standards.

9. Funding

Cost of services provided under any Contract that results from this RFP will be made based on the agreed upon amounts and legislative budget approval. 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, which will be approved under the final state budget in 2019.

10. Period of Performance

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin in early November 2018, and to end on December 31, 2023. Benefit coverage and operational services will not begin until January 1, 2020.

HCA reserves the right to extend any such contract for up to five (5) additional years in increments of not less than one (1) year. Amendments extending the period of performance, if any, will be at the sole discretion of HCA, but with mutual agreement with the Contractor.

11. Contracting with Current or Former State Employees

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

12. Americans with Disabilities Act

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

B. GENERAL INFORMATION FOR BIDDERS

1. RFP Coordinator

The RFP Coordinator is the sole point of contact in HCA for this procurement. All communication between the Bidder and HCA upon release of this RFP must be with the RFP Coordinator, as follows:

Primary RFP Coordinator	Ellen Wolfhagen
Alternate RFP Coordinator	Andria Howerton
E-Mail Address	contracts@hca.wa.gov
Mailing Address	PO Box 42702 Olympia, WA 98501
Physical Address for Delivery	626 8 th Ave SE Olympia, WA 98501

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

2. LETTER OF INTENT TO PROPOSE (MANDATORY)

Bidders must submit a Letter of Intent (LOI) to be eligible to submit a Proposal in response to this RFP.

Bidders who do not submit an LOI will be disqualified from further consideration.

The LOI must be emailed to the RFP Coordinator, listed in section B.1 *RFP Coordinator*, and must be received by the RFP Coordinator no later than the date and time stated in section A.2 *Procurement Schedule*. The subject line of the email must include the following: Procurement #2722 – Letter of Intent to Propose – [Your entity's name]. The LOI may be attached to the email as a separate document, in Word or PDF, or the information may be contained in the body of the email, if preferred.

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

1. Company Information
2. Bidder's Organization Name
3. Proposal Contact name and title
4. Address
5. Telephone Number
6. Email Address
7. Proof Bidder is licensed to do business in the state of Washington
8. Authorized Representative. Bidder will appoint an Authorized Representative to speak on behalf of the Bidder for all matters relating to this procurement. HCA will not recognize any other persons as representing the Bidder during the procurement process unless written designation is received in advance.
9. Authorized Signor. Bidder will identify by name, which individuals have the authority to sign contracts/ amendments on behalf of the organization.
10. Subcontractors. The identification of anticipated Subcontractors in the LOI is information only for the purpose of identifying potential conflicts of interest. Identifying potential Subcontractors does not obligate the Bidder to include those Subcontractors in the final Proposal. Any Subcontractor who may be privy to HCA's data during the Proposal process will be required to sign an NDA.
11. Minimum Qualifications. Bidder will explain how they meet all minimum qualifications and specified in section A.8, *Minimum Qualifications*.
12. Statement of intent to propose.

3. Pre-Proposal Conference Call

A pre-proposal conference call is scheduled to be held on July 9, 2018 at 3:00 pm, Pacific Time in Olympia Washington. The call-in number is: 1-888-407-5039. Participant PIN: 69730339. All prospective Bidders should plan to call in; however, attendance is not mandatory.

HCA will be bound only by written answers to questions provided by the RFP Coordinator. Questions arising at the pre-proposal conference or in subsequent communication with the RFP Coordinator will be documented and answered in written form. A copy of the questions and answers will be sent to each prospective Bidder that has made the RFP Coordinator aware of its interest in this procurement, and will be posted on WEBS.

4. Bidder Questions Period

Bidders are provided two (2) scheduled opportunities to ask questions as set forth in section A.2 *Procurement Schedule*. The due date(s) by which Bidders must submit their questions is listed.

Questions regarding the RFP will only be accepted in writing, sent by email to the RFP Coordinator. The Bidder should include the email subject line as "RFP 2722 Question(s) – [Bidder name]" to ensure review of the questions submitted.

The HCA is only obligated to answer questions received in writing by the dates/times stated in the *Procurement Schedule*. The HCA will post answers to the questions in WEBS as an RFP amendment.

The HCA is under no obligation to respond to any questions received after the final scheduled question opportunity.

5. Posting on WEBS

The HCA will use one official means to communicate with Bidders regarding activities related to this RFP. As required by RCW 39.26.150, the HCA will post this RFP and all amendments to the Washington Electronic Business Solutions (WEBS) website located at <https://fortress.wa.gov/ga/webs>. To ensure receipt of all RFP documents, the RFP must be downloaded from WEBS. The HCA is only obligated to provide notification of amendments to the RFP by posting to WEBS. A Bidder's failure to download and review all documents posted to WEBS risks submitting a Proposal that is incomplete, inaccurate, or an otherwise inadequate. Bidders accept full responsibility and liability for failing to receive any amendments resulting from their failure to register with WEBS, or from failure to download all RFP documents, and hold the State of Washington harmless from all claims of injury or loss resulting from such failure.

The HCA will also maintain, for convenience purposes only, an unofficial repository for this RFP and all attachments and amendments on its internet site at the following address:
<http://www.hca.wa.gov/about-hca/bids-and-contracts>.

6. Bidder Responsibilities

Bidders are solely responsible for:

1. Properly registering within WEBS at <https://fortress.wa.gov/ga/webs>; and
2. Maintaining an accurate Bidder profile in WEBS; and
3. Downloading and reviewing the full solicitation consisting of the RFP, with all exhibits, appendices, attachments, and amendments related to the RFP from WEBS.

The ASBs' Proposal(s) will be incorporated as an exhibit of its Contract. Compliance with the terms of its Proposal will therefore be a requirement of the Contract.

7. Multiple or Alternative Proposals

Bidder(s) may not submit more than one (1) Proposal; Proposals may be for a number of different plan design options.

Bidders may withdraw a Proposal that has been submitted at any time up to the Proposal due date and time in the *Procurement Schedule* (section A.2, above). A written notice of withdrawal provided by an authorized representative of the Bidder must be submitted to the RFP Coordinator prior to the Proposal due date and time. After withdrawing a previously submitted Proposal, the Bidder may submit another Proposal at any time up to the Proposal due date and time as listed in the *Procurement Schedule*.

8. Prime Bidder and Prime Contractor

In all instances of relationships with other parties related to this procurement, if two (2) or more entities submit a joint Proposal, one (1) entity must be designated as the Prime Bidder. The Prime Bidder will be the HCA's sole point of contact during the RFP. If selected for award, the Prime Bidder will become the Prime Contractor and will be the HCA's primary point of contact that bears sole responsibility for performance under the awarded Contract.

In all cases, the Prime Bidder must independently meet all of the minimum qualifications of this RFP. While, for certain reasons, a Prime Bidder may partner or subcontract with another entity – even if such entity is an affiliate⁴ of the Prime Bidder – the Prime Bidder may not rely on the inclusion of such other entity to meet the minimum qualifications of this RFP.

9. Approach to Subcontracted Services

It is the HCA's intent to contract with an entity that meets or exceeds the minimum qualifications and mandatory requirements on its own merits. The HCA recognizes that in order to provide comprehensive services, Bidders may propose subcontracting services with other parties.

If Subcontractors are used, HCA must be granted the right to remove a Subcontractor or other third party staff from the performance of services described in this RFP, the Proposal, or the Contract. Further, the Prime Contractor will bear sole responsibility for performance under any resulting Contract. In addition, the Prime Contractor will also be required to incorporate some provisions of the Contract into any agreement with a permitted Subcontractor for these services.

10. Proprietary Information / Public Disclosure

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

Any information in the Proposal that the Bidder desires to claim as proprietary and exempt from disclosure under chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of a document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Bidder is making the claim must be cited. **In addition**, each page containing the information claimed to be exempt from disclosure must be clearly identified as proprietary or confidential by words printed on the page. Marking the entire Proposal exempt from disclosure or as Proprietary Information **will not be honored**. HCA reserves the right to publish on its website all portions of Proposals that are not marked as proprietary or confidential.

If a public records request is made for the information that the Bidder has marked as proprietary or confidential, HCA will notify the Bidder of the request and of the date that the records will be released to the requester unless the Bidder obtains a court order enjoining that disclosure. If the Bidder fails to obtain the court order enjoining disclosure, HCA will release the requested information on the date specified. If a Bidder obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, HCA will maintain the confidentiality of the Bidder's information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee will be charged for inspection of contract files, but one (1) Business Day's notice to the RFP Coordinator is required. The HCA asks that all requests for information be directed to the RFP Coordinator.

⁴ Either a parent or subsidiary of the Prime Bidder, or under common ownership with the Prime Bidder.

The submission of any public records request to HCA pertaining in any way to this RFP will not affect the *Procurement Schedule*, as outlined in section A.2, unless HCA, in its sole discretion, determines that altering the schedule would be in HCA's best interests.

11. Revisions to the RFP

HCA reserves the right to amend this RFP at any time prior to contract award. HCA will post any RFP amendments to WEBS. In addition to posting to WEBS, HCA may also, but will not be obligated to post amendments to its internet located at <http://www.hca.wa.gov/about-hca/bids-and-contracts>, and/or directly email amendments to Bidders that have expressed an interest in submitting a Proposal.

HCA also reserves the right to request additional information to determine if the Bidder can successfully meet the requirements of the RFP.

If a conflict exists between amendments, or between an amendment and the RFP, or between multiple amendments, the document last in time controls. If a conflict exists between any document posted to WEBS and any document posted to HCA's internet site or sent directly to Bidders, the document posted to WEBS shall control. Published Bidders' questions and HCA's official answers will be issued as an amendment to the RFP.

HCA reserves the right, in its sole discretion, to cancel or amend this RFP at any time and for any reason.

12. Diverse Business Inclusion Plan

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

13. Acceptance Period

Proposals must provide one-hundred eighty (180) Days for acceptance by HCA from the due date for receipt of Proposals.

14. Complaint Process

1. Vendors may submit a complaint to HCA based on any of the following:
 - a. The RFP unnecessarily restricts competition;
 - b. The RFP evaluation or scoring process is unfair or unclear; or
 - c. The RFP requirements are inadequate or insufficient to prepare a response.
2. A complaint must be submitted to HCA prior to five Business Days before the bid response deadline. The complaint must:
 - a. Be in writing;

- b. Be sent to the RFP Coordinator in a timely manner;
 - c. Clearly articulate the basis for the complaint; and
 - d. Include a proposed remedy.
3. The RFP Coordinator will respond to the complaint in writing. The response to the complaint and any changes to the RFP will be posted on WEBS. The Director of HCA will be notified of all complaints and will be provided a copy of HCA's response. If a Bidder chooses to file a protest at a later date (see section D(6), *Protest Procedure*), the Bidder cannot raise any issue that the Bidder previously raised in its complaint. HCA's action or inaction in response to a complaint will be final. There will be no administrative appeal process.

15. Responsiveness

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

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

16. Most Favorable Terms

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

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

17. Contract Term

Any Contract(s) resulting from this RFP will be for the provision of specified services and rates, contingent on adequate legislative funding. HCA estimates the initial Contract(s) will be signed in early November 2018. Any Contract resulting from this RFP may be amended depending on whether or not the SEB Board approves the plans and plan design(s). The initial term of any such Contract will expire December 31, 2023. Thereafter Contract(s) may be extended for increments of one (1) year or more for no more than five (5) additional years.

HCA's monthly premium payments to the Contractor(s) will begin following January 1, 2020, and may be updated annually through the Request for Renewal (RFR) process. HCA may not be obligated to make any other payment to Contractor(s) prior to January 1, 2020.

HCA reserves the right, in its sole discretion, to not issue any Contract as a result of this RFP.

18. Mandatory Contractual Terms

By submitting a Proposal, a Bidder, if selected for award, shall be held to all statements within the Proposal and oral presentation(s). This RFP and the ASB's Proposal will be made a part of any Contract resulting from this RFP.

A Draft Contract included as Exhibit I, will serve as the base for contract negotiations with an ASB. The Bidder must be prepared to agree to all terms of the attached Draft Contract as presented or the

Proposal may be rejected. Bidders must include a copy of the Draft Contract with its Proposal that shows the changes Bidder proposes be made if it is selected as an ASB. **If the Bidder fails to identify an objection to any particular term or condition, the term or condition will be deemed agreed to by the Bidder.** HCA reserves the right to discuss any Bidder proposed change to terms or conditions and to clarify and supplement such proposal.

Bidders are reminded that this is a competitive solicitation for a public contract and that HCA cannot accept a Proposal, or enter into a contract, that substantially changes the material terms and specifications published in this RFP. Proposed changes to any particular term or condition of the Draft Contract will be used to determine the responsiveness of the Proposal. Proposals that are contingent upon HCA making substantial changes to the material terms and specifications published in the RFP may be disqualified.

If, by November 16, 2018, an ASB and HCA cannot reach agreement on acceptable terms for the Contract, HCA may cancel the selection and award the Contract to the next most qualified Bidder.

The services to be performed by an ASB will involve the use of information that is protected by HIPAA. As such, the ASB must agree, as a component of the final Contract, to abide by the Data Share Agreement (DSA) included as part of Exhibit I – Draft Contract.

19. Contract Delay Contingency

In the event the Benefits Start Date under a Contract is delayed until a later year for any reason, HCA reserves the right to terminate the Contract at its sole discretion. It may also choose to make a good faith effort to maintain the contractual relationship and to amend the Contract as necessary to address the delay.

20. Costs to Propose

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

21. Receipt of Insufficient Number of Proposals

If HCA receives only one responsive Proposal as a result of this RFP, HCA reserves the right to either: 1) directly negotiate and Contract with the Bidder; 2) not award any Contract at all; or (3) continue to have the bidder complete the entire RFP process. HCA is under no obligation to tell the Bidder if it is the only Bidder, but may do so at HCA's sole discretion.

22. Cancellations, Acceptance, Administrative Irregularities, and Discussions

This RFP does not obligate the State of Washington or the HCA to contract for services specified herein in full or in part. The HCA reserves the right to:

1. Cancel all or part of this RFP at any time for any reason.
2. Accept or reject any and all Proposals, in whole or in part.
3. Reject any part of any or all Proposals and continue to evaluate the modified version of the Proposals.
4. To waive, or permit cure of, administrative irregularities (however, waiver or permitting cure of such an irregularity does not imply the HCA will waive or permit cure of other or subsequent irregularity(-ies)).
5. To modify the RFP at any time.

6. To conduct discussions with all qualified or potentially qualified Bidders in any manner necessary to serve the best interests of the HCA and the people of the State of Washington.
7. The HCA also reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without prior discussions or negotiations.

23. Commitment of Funds

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

24. Electronic Payment

The State of Washington prefers to utilize electronic payment in its transactions. The ASB will be provided a form to complete with the Contract to authorize such payment method.

25. Insurance Coverage

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

The ASB must, at its own expense, obtain and keep in force insurance coverage which will be maintained in full force and effect during the term of the Contract. The ASB must furnish evidence in the form of a Certificate of Insurance that insurance will be provided, and a copy must be forwarded to HCA within 15 Days of the Contract effective date.

1. Liability Insurance

- a. Commercial General Liability Insurance: ASB shall maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit must be at least twice the "each occurrence" limit. CGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance must be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition. Additionally, the ASB is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
- b. Business Auto Policy: As applicable, the ASB shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance must cover liability arising out of "Any Auto." Business auto coverage must be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

2. Employers Liability ("Stop Gap") Insurance

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

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

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

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

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

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

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

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

- a. Computer forensics assistance to assess the impact of a Data Breach, determine root cause, and help determine whether and the extent to which notification must be provided to comply with Breach notification laws;
- b. Notification and call center services for individuals affected by a security incident, or privacy Breach;
- c. Breach resolution and mitigation services for individuals affected by a security incident or privacy Breach, including fraud prevention, credit monitoring, and identity theft assistance; and
- d. Regulatory defense, fines, and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security law(s) or regulation(s).

4. Additional Provisions

Above insurance policy must include the following provisions:

- a. Additional Insured. The state of Washington, HCA, its elected and appointed officials, agents and employees must be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this Contract must be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.
- b. Cancellation. State of Washington, HCA, must be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer must give the state 45 Days advance notice of cancellation or

non-renewal. If cancellation is due to non-payment of premium, the state must be given ten Days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The state must be given 20 Days advance notice of cancellation. If cancellation is due to non-payment of premium, the state must be given ten Days advance notice of cancellation.

- c. Identification. Policy must reference the state's Contract number and the Health Care Authority.
 - d. Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Health Care Authority Risk Manager, or the Risk Manager for the state of Washington, before the Contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and 284-15 WAC.
 - e. Excess Coverage. By requiring insurance herein, the state does not represent that coverage and limits will be adequate to protect ASB, and such coverage and limits will not limit ASB's liability under the indemnities and reimbursements granted to the state in this Contract.
5. Workers' Compensation Coverage

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

C. PROPOSAL CONTENTS AND REQUIREMENTS

1. Proposal Contents Overview

In order to have its Proposal evaluated by HCA, Bidder **must provide** the following:

Letter of Submittal (See section C.4)

Evaluation Elements (See section C.55)

2. Proposal Format and Length

Proposals must comply with the format requirements or restrictions listed below. Failure to do so may result in the disqualification of the Bidder's Proposal:

- 1. Use standard 8.5" x 11" white paper, with no smaller than 11 point font. All page margins can be no less than 1 inch.
- 2. State the Bidder's full legal name on the first or cover page of all copies of the Proposal.
- 3. Proposals must provide information in the same order as presented in this document with the same headings. Title and number each item in the same way it appears in the RFP. Each question must be restated prior to the Bidder's response.
- 4. Items marked "mandatory" must be included as part of the Proposal for the Proposal to be considered responsive; however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.
- 5. Page limits stated in this RFP are determined counting single-sides of the response. HCA has no obligation to read, consider, or score any material exceeding the stated page limits. Also, there will be no grounds for protest if critical information is on the pages exceeding the specified page limit that is not reviewed.

6. Proposals are to be prepared simply and economically, providing a straightforward, concise description of the Bidder's Proposal to meet the requirements of this RFP.
7. Bidders are liable for all errors or omissions contained in their Proposals. Bidders will not be allowed to alter Proposal documents after the deadline for Proposal submission. HCA is not liable for any errors in Proposals. HCA reserves the right to contact a Bidder for clarification of Proposal contents.

HCA is under no obligation to consider any supplemental materials submitted that have not been requested.

3. Proposal Submission

Bidders are required to submit their Proposal both as an electronic copy via email, and a physical copy. Proposals must be organized as outlined in section C.1 *Proposal Contents Overview*. Each response to a particular section or exhibit must be clearly organized and labeled.

Electronic delivery (email) - Proposals must be submitted electronically as an attachment to an e-mail to the RFP Coordinator at the e-mail address listed in section B.1. Attachments to e-mail should be in Microsoft Word format or PDF. Zipped files cannot be received by HCA and cannot be used for submission of Proposals. The Letter of Submittal and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Bidder to the offer. HCA does not assume responsibility for problems with Bidder's e-mail. If HCA e-mail is not working, appropriate allowances will be made.

Hard copy delivery (mail) - Bidders are required to provide **ten (10) hard copies**, each bound in a 3-ring binder(s). Bidders assume the risk for the method of delivery chosen. HCA assumes no responsibility for delays caused by any delivery service.

Proposals may not be transmitted using facsimile transmission.

Bidders should allow sufficient time to ensure timely receipt of the Proposal by the RFP Coordinator by both electronic and hard copy delivery methods. HCA reserves the right at its sole discretion to waive minor administrative irregularities. Late electronic Proposals will not be accepted and may be disqualified from further consideration, unless HCA e-mail is found to be at fault. All Proposals and any accompanying documentation become the property of HCA and will not be returned.

4. Letter of Submittal (Mandatory)

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

1. Information about the Bidder and any proposed Subcontractors, including the following:
 - a. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom Contract would be written.
 - b. A description of Bidder's ownership, organizational structure (including executive leadership), and history. Include an organizational chart for the company.
 - c. Name, title, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).

- d. Intent to make changes to ownership in the near future. Has the Bidder undergone such a change in the last five (5) years? Please provide a detailed answer.
 - e. Count of employees. Has that number undergone significant changes in the last five (5) years, and if so, why? Does the Bidder intend to make significant changes to that number in the next five (5) years?
 - f. Legal status of the Bidder (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
 - g. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Bidder has not yet been issued a UBI number, but has applied for one, the Bidder must state that it will become licensed in Washington within 30 calendar Days of being selected as the Apparently Successful Bidder.
 - h. Does the Bidder prefer to provide fully insured or self-insured vision plans, and why?
 - i. Location of the facility from which the Bidder would operate.
 - j. Identify any state employees or former state employees employed or on the firm's governing board as of the date of the Proposal. Include their position and responsibilities within the Bidder's organization. If following a review of this information, it is determined by HCA that a conflict of interest exists, the Bidder may be disqualified from further consideration for the award of a Contract.
 - k. Any information in the Proposal that the Bidder desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as described previously in section B.10 – *Proprietary Information / Public Disclosure*. The page must be identified and the particular exemption from disclosure upon which the Bidder is making the claim must be listed. Each page claimed to be exempt from disclosure must be clearly identified by the word "Proprietary" printed on the lower right hand corner of the page. In your Letter of Submittal, please list which pages and sections that have been marked "Proprietary" and the particular exemption from disclosure upon which the Bidder is making the claim.
 - l. Name the Bidder's current insured product underwriter and how long they have been Bidder's insurer? Provide the product underwriter's A.M. Best rating.
2. Additional information about any proposed Subcontractors, including the following:
 - a. Indicate if any of the Bidder's Washington State provider contracts are held under a Subcontractor or affiliate.
 - b. Indicate if Bidder uses Subcontractors to process Claims. If yes, describe which elements remain in the primary control of the Bidder. These may include elements such as reimbursement arrangements and rates and Appeals.
 3. Do Bidder's contracted providers receive a provider manual? If so, submit a copy.
 4. A statement and explanation of how Bidder meets ALL of the minimum qualifications specified in section A.8 of this RFP. Bidder will need to provide legible copies of the appropriate documents that demonstrate how the Bidder complies with the eligibility requirements to participate as a Bidder in response to this RFP.
 5. A copy of the *Certification and Assurances* form (Exhibit A) signed by a person authorized to bind the Bidder to a Contractor.

6. A completed *Diverse Business Inclusion Plan* (Exhibit B). This is a requirement as described in section B.11.
7. Two (2) client references from the accounts listed in Exhibit D, section 3, *Vision Plan Experience*, Tables 1 and 2. Please provide references using Exhibit C – *Reference Form*.
8. A red-lined copy of the *Draft Contract* (Exhibit I) identifying issues or proposed alternative text that reflects the actual content of the Bidder's Proposal (see section B.17)

5. Evaluation Elements (Mandatory and Scored)

In this section, Bidders must respond in detail for all items and provide information in the exact order specified in the exhibits below. Bidders should describe plans, approach, and methodology as to how Bidder intends to perform these services.

Bidders must submit the scored portion of their Proposal in the following six (6) separate exhibits:

- Exhibit D – Organizational Structure and Vision Plan Experience
- Exhibit E – Plan Design
- Exhibit F – Provider Panel and Network
- Exhibit G – Operations
- Exhibit H – Technical Data Requirements
- Exhibit I – Draft Contract

Please do not cut and paste responses into these exhibits. Instead, provide a response as a separate document following the instructions outlined in section C.2, *Proposal Format and Length*.

D. EVALUATION AND CONTRACT AWARD

1. Evaluation Procedure

All Proposals received by the stated deadline, section A.2, *Procurement Schedule*, will undergo an administrative review to be completed by the RFP Coordinator. Proposals that pass the administrative review are considered responsive and will move on to be evaluated by the evaluation team. A Bidder submitting any Proposal that does not pass administrative review will be notified by the RFP Coordinator, and the Proposal will be rejected as non-responsive.

4.1 Administrative Review

- a. The administrative review of responsiveness is made on a pass/fail basis and will be used to initially evaluate a Bidder's compliance with the administrative requirements of this RFP. To meet the administrative requirements, a Proposal must follow the specifications, and include all the mandatory information outlined in section C, *Proposal Contents and Requirements*.
- b. The RFP Coordinator may, at his or her sole discretion, contact the Bidder for clarification of any portion of the Bidder's Proposal. Bidders should take every precaution to ensure that all answers are clear, complete, and directly address the specific requirement.
- c. HCA reserves the right, in its sole discretion, to waive administrative irregularities.

4.2 Evaluation of Proposals

- a. Responsive Proposals will be evaluated and scored in accordance with the requirements stated in this RFP and any addenda issued. Evaluations will only be based upon information provided in the Bidder's proposal.
- b. The evaluation of Proposals will be accomplished by an evaluation team, to be designated by HCA.
- c. The scores assigned by individual evaluation team members will be used in calculating the total number of points awarded to each Bidder. Included in section D.2, *Evaluation Weighting and Scoring*, is a listing of all the scored Exhibits broken out by section, and the associated weights and the maximum points possible for each (Evaluation Table). Also included in this section is the scale of scores used by individual team members (0-10) and a brief statement about the scoring criteria associated with each of the scores (Scoring Methodology).
- d. Points awarded to a Bidder will first be calculated by section. The scores assigned by individual evaluation team members will be summed and averaged for an average score that will then be multiplied by the weight assigned to the section. Individual section scores will then be combined to result in the Bidder's total weighted score. The maximum number of points a Bidder can earn for all exhibits is 1,000.
- e. HCA reserves the right to award the Contract(s) to the Bidder(s) whose Proposal(s) are deemed to be in the best interest of HCA and the state of Washington. HCA, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation.

2. Evaluation Weighting and Scoring

Each of the *Evaluation Elements* included in section C.5 has been assigned a weight. Points will be assigned to each section based upon the average of all evaluation team member scores for the section (0 – 10) multiplied by the weight indicated below. The weight and maximum points for each section are as follows:

Evaluation Table			
Exhibit / Section No.	Title	Weight	Maximum Points
D	Organizational Structure and Vision Plan Experience		50
1	Organization	2.5	25
2	Vision Plan Experience	2.5	25
E	Provider Panel and Network		200
1	Provider Panel and Network	20	200
F	Operations		300
1	Claims Services	4	40
2	Member and Customer Services	4	40
3	Communications	3	30
4	Online Services	3	30
5	Member Engagement and Experience	3	30

6	Appeals and Complaints	2.5	25
7	Account Management	3	30
8	Emergency Response Account Management	2.5	25
9	Implementation Plan	4	40
10	Annual Renewal Process	1	10
G	Technical and Data Requirements		100
1	Data, Reporting, and Analytics	3	30
2	Data File Transfer and Access	3.5	35
3	Eligibility System Requirements	3.5	35
H	Plan Design, Covered Services, and Costs		350
1	Plan Design(s)	5	50
2	Covered Services	5	50
3	Costs	25	250
Total Maximum Points			1000

TOTAL

1000 POINTS

Scoring Methodology		
Score	Description	Scoring Criteria
0	No Value	The Response does not address any component of the requirement or no information was provided.
1	Poor	The Response only minimally addresses the requirement and is missing components or components were missing
3	Below Average	The Response only minimally addresses the requirement and the Bidder's ability to comply with the requirement or simply has restated the requirement.
5	Average	The Response shows an acceptable understand or experience with the requirement. Sufficient detail to be considered "as meeting minimum requirements."
7	Good	The Response is thorough and complete and demonstrates firm understanding of concepts and requirements.

10	Excellent	The Response has provided an innovative, detailed, and thorough response to the requirement, and clearly demonstrates a high level of experience with or understanding of the requirement.
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Cost Proposal Scoring

Cost Proposals are not scored in the same manner as the Proposals for Exhibits D, E, F, G or the Plan Design(s) and Covered Services elements of Exhibit H. Instead of evaluators assigning a score, points for Cost Proposals will be awarded according to the following formula:

$$\frac{\text{Lowest Cost Proposal}}{\text{Bidder's Cost Proposal}} \times 250 \text{ points} = \text{Bidder's Cost Proposal Points}$$

3. Notification to Bidders

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

4. Debriefing of Unsuccessful Bidders

5.1 Any Bidder who has submitted a Proposal and was not selected as an ASB may request a debriefing. The request for a debriefing conference must be received by the RFP Coordinator no later than 5:00 p.m., Pacific Time, within three Business Days after receipt of such notice. The debriefing will be held within three Business Days of the request, or as schedules allow.

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

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

5.3 Topics a Bidder could have raised as part of the complaint process (section B.13. above) cannot be discussed as part of the debriefing conference, even if the Bidder did not submit a complaint.

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

5. Protest Procedure

6.1 A bid protest may be made only by Bidders who submitted a response to this RFP and who have participated in a debriefing conference. Upon completing the debriefing conference, the

Bidder is allowed five Business Days to file a protest with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 4:30 p.m., Pacific Time on the fifth Business Day following the debriefing. Protests may be submitted by e-mail or by mail.

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

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

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

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

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

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

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

6.8 The final determination of the protest will:

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

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

E. EXHIBITS – PROPOSAL CONTENTS

Exhibit A – Certifications and Assurances

Exhibit B – Diverse Business Inclusion Plan

Exhibit C – References

Exhibit D – Organizational Structure and Vision Plan Experience

Exhibit E – Operations

Exhibit F – Provider Network

Exhibit G – Technical Data Requirements

Exhibit H – Plan Design, Covered Services and Cost

Exhibit I – Draft Contract

F. APPENDICES – SUPPLEMENTAL INFORMATION

Appendix 1 – OCIO Standard 141.10 – Securing IT Assets

Appendix 2 – WATech OCS Design Review Checklist

Appendix 3 – HIPAA 834 Compliant Eligibility File

Appendix 4 – Provider List

Appendix 5 – Plan Designs

Appendix 6 – Fully Insured Vision Plan PSPM Bid Rates

Appendix 7 – Self-insured Vision Plan PSPM Administrative Fees

Appendix 1 – OCIO Standard 141.10 – Securing IT Assets

This appendix has been included as a separate attachment.

Appendix 2 – WATech OCS Design Review Checklist

This appendix has been included as a separate attachment.

Appendix 3 – HIPAA 834 Compliant Eligibility File

This appendix has been included as a separate attachment.

Appendix 4 – Provider List

Bidder must complete the attached Excel Spreadsheet, Appendix 4 – *Provider List*, and provide it within the Bidder's response to this RFP.



Appendix 4 -
Provider List.xlsx

Appendix 5 – Plan Designs

Use the template in Table 1 to propose the Bidder's SEBB account plan designs. The options listed in Table 1 should be considered examples of what a plan design could include. Only those options italicized must be covered by the Bidder. If there are options in the list that the Bidder does not include in their plan(s), please mark it as "N/A." The Bidder is free to add to Table 1 as needed in order to provide HCA with the plan designs the Bidder wants to propose.

Table 1

"Plan Name"		
<i>Identify here if plan is fully insured or self-insured</i>		
Description	In-Network	Out-of-Network
	Member Cost	Member Cost or Reimbursements (identify which)
Exam Options		
<i>Routine Eye Exam</i>		
<i>Contact Lens evaluation, fit and follow-up care</i>		
<i>Out-of-Network Routine Eye Exam</i>		
Eyeglass Benefit – Frames		
<i>Frames</i>		
Eyeglass Benefit – Spectacle Lenses		
<i>Single</i>		
<i>Bifocal</i>		
<i>Trifocal</i>		
<i>Lenticular</i>		
Eyeglass Benefit – Lens Options		
<i>Tinting (Solid and Gradient)</i>		
<i>Scratch-Resistant Coating</i>		
<i>Polycarbonate Lenses – Adults</i>		
<i>Polycarbonate Lenses – Kids under 19</i>		
<i>Ultraviolet Coating</i>		
<i>Anti-Reflective (AR) Coating (Standard)</i>		
<i>Anti-Reflective (AR) Coating (Premium)</i>		
<i>Photochromatic/Transition Lenses</i>		
<i>Polarized</i>		
<i>Blue Light Filtering</i>		
<i>High-Index Lenses</i>		
Contact Lens Benefit <i>(identify if in lieu of any of the eyeglass benefit (lenses and/or frames))</i>		
<i>Conventional</i>		
<i>Disposable</i>		
<i>Medically Necessary</i>		
Laser Vision Correction		
<i>LASIK or PRK</i>		
Additional Add-ons		
<i>Additional glasses (Eyeglasses or Sunglasses)</i>		
<i>Non-prescription Sunglasses</i>		
<i>Retinal Imaging</i>		
Frequency		
<i>Routine Eye Exam</i>	<i>12 months</i>	
<i>Spectacle Lenses</i>	<i>12 months</i>	
<i>Frame</i>	<i>24 months</i>	
<i>Contact Lens Evaluation, Fit and Follow-up Care (identify if in lieu of eyeglasses)</i>	<i>12 months</i>	
<i>Contact Lenses (identify if in lieu of eyeglasses)</i>	<i>12 months</i>	

Appendix 6 – Fully Insured Vision Plan PSPM Bid Rates

- a. Complete the following table. Failure to do so may result in Bidder's disqualification from evaluation.

Plan Name (must match plan name in Table 1 of <u>Appendix 5 – Plan Designs</u>)	<u>Per Adult Unit Per Month Premium</u>

- b. *Is there PSPM rate guarantee for more than the first year of the initial term of the Contract?*

Appendix 7 – Self-insured Vision Plan PSPM Administrative Fees

- a. Complete the following table. Failure to do so may result in Bidder's disqualification from evaluation.
- b. There are an estimated 1,608,000 School Employee Member months per year.
- c. Does the Bidder propose a rate guarantee? Is yes, indicate that in the table below.

	2020	2021	2022	2023
PSPM Administrative Fee				