



**STATE OF WASHINGTON
HEALTH CARE AUTHORITY**

REQUEST FOR QUALIFICATIONS AND QUOTATIONS (RFQQ)

RFQQ NO. 3975

***NOTE:** If you download this RFQQ from the Health Care Authority website, you are responsible for sending your name, address, e-mail address, and telephone number to the RFQQ Coordinator in order for your organization to receive any RFQQ 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: Orthodontic Consultation & Utilization Reviews

PROPOSAL DUE DATE: January 10, 2020 by 2:00 p.m. Pacific Time, Olympia, WA, USA.

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

ESTIMATED TIME PERIOD FOR CONTRACT: July 1, 2020 to June 30, 2022

The Health Care Authority reserves the right to extend the contract for up to three (3) additional 1-year (one-year) periods at the sole discretion of the Health Care Authority.

BIDDER ELIGIBILITY: This procurement is 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.

| | |
|--|-----------|
| 1. INTRODUCTION..... | 4 |
| 1.1. DEFINITIONS..... | 4 |
| 1.2. PROCUREMENT SCHEDULE..... | 5 |
| 1.3. PURPOSE..... | 5 |
| 1.4. BACKGROUND..... | 6 |
| 1.5. OBJECTIVES AND SCOPE OF WORK..... | 6 |
| 1.6. MINIMUM QUALIFICATIONS..... | 6 |
| 1.7. FUNDING..... | 7 |
| 1.8. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (OPTIONAL)..... | 7 |
| 1.9. PERIOD OF PERFORMANCE..... | 8 |
| 1.10. CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES..... | 8 |
| 1.11. ADA..... | 8 |
| 2. GENERAL INFORMATION FOR BIDDERS..... | 9 |
| 2.1. RFQQ COORDINATOR..... | 9 |
| 2.2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE..... | 9 |
| 2.3. REVISIONS TO THE RFQQ..... | 9 |
| 2.4. DIVERSE BUSINESS INCLUSION PLAN..... | 10 |
| 2.5. ACCEPTANCE PERIOD..... | 10 |
| 2.6. COMPLAINT PROCESS..... | 10 |
| 2.7. RESPONSIVENESS..... | 11 |
| 2.8. MOST FAVORABLE TERMS..... | 11 |
| 2.9. CONTRACT AND GENERAL TERMS & CONDITIONS..... | 11 |
| 2.10. COSTS TO PROPOSE..... | 11 |
| 2.11. RECEIPT OF INSUFFICIENT NUMBER OF PROPOSALS..... | 11 |
| 2.12. NO OBLIGATION TO CONTRACT..... | 11 |
| 2.13. REJECTION OF PROPOSALS..... | 11 |
| 2.14. COMMITMENT OF FUNDS..... | 12 |
| 2.15. ELECTRONIC PAYMENT..... | 12 |
| 2.16. INSURANCE COVERAGE (ADD OTHER INSURANCE AS REQUIRED)..... | 12 |
| 3. PROPOSAL CONTENTS..... | 15 |
| 3.1. PROPOSAL FORMAT AND LENGTH..... | 15 |
| 3.2. SUBMISSION OF PROPOSALS..... | 15 |

| | | |
|-----------|--|-----------|
| 3.3. | LETTER OF SUBMITTAL (MANDATORY) | 16 |
| 3.4. | QUALIFICATIONS (MANDATORY SCORED) | 17 |
| 3.5. | QUOTATIONS (MANDATORY SCORED) | 17 |
| 4. | EVALUATION AND CONTRACT AWARD | 19 |
| 4.1. | EVALUATION PROCEDURE..... | 19 |
| 4.2. | EVALUATION WEIGHTING AND SCORING..... | 19 |
| 4.3. | QUALIFICATIONS SCORING..... | 19 |
| 4.4. | QUOTATIONS SCORING..... | 20 |
| 4.5. | EXECUTIVE ORDER 18-03 SCORING | 20 |
| 4.6. | ORAL PRESENTATIONS MAY BE REQUIRED | 20 |
| 4.7. | SUBSTANTIALLY EQUIVALENT SCORES..... | 21 |
| 4.8. | NOTIFICATION TO BIDDERS..... | 21 |
| 4.9. | DEBRIEFING OF UNSUCCESSFUL BIDDERS | 21 |
| 4.10. | PROTEST PROCEDURE..... | 21 |
| 5. | RFQQ EXHIBITS and APPENDIXES | 23 |

1. INTRODUCTION

1.1. DEFINITIONS

Definitions for the purposes of this RFQQ include:

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

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

Business Day – Monday through Friday, 8:00 am to 5:00 pm, Pacific Time, except for holidays observed by the state of Washington.

Calendar Day – Any day of the week, month or year. Includes weekends and holidays. When “days” are not specified, Calendar Days shall prevail.

Case Study – A pre-orthodontic treatment visit which includes preparation of comprehensive diagnostic records (additional photos, study casts, cephalometric examination film, and panoramic file, formation of diagnosis and treatment plan from such records, and formal case conference.

Client – A person who is an applicant for, or recipient of, any Washington apple health program, including managed care and long-term care. See definitions for "applicant" and "recipient" in RCW [74.09.741](#).

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

Handicapping Labio-Lingual Deviation Index (HLD) – One of the tools used to measure medical necessity of orthodontic treatment.

Health Care Authority (HCA) – the Washington State Health Care Authority, any division, section, office, unit or entity of HCA, or any of the officers or other officials lawfully representing HCA..

Medically Necessary – A term for describing requested service which is reasonably calculated to prevent, diagnose, correct, cure, alleviate, or prevent worsening of conditions in the client that endanger life, or cause suffering or pain, or result in an illness, or infirmity, or threaten to cause or aggravate a handicap, or cause physical deformity or malfunction. There is no other equally effective, more conservative or substantially less costly course of treatment available or suitable for the client requesting the services. For the purposes of this section, “course of treatment” may include mere observation or, where appropriate, no treatment at all.

Orthodontics – Treatment involving the use of any appliance, in or out of the mouth, removable or fixed, or any surgical procedure designed to redirect teeth and surrounding tissues.

Orthodontist – A dentist who specializes in orthodontics, who is a graduate of a postgraduate program in orthodontics that is accredited by the American Dental Association, and who meets the licensure requirements of the Department of Health.

Peer Review – The process by which a professional clinician reviews and resolves problems or misunderstands regarding orthodontic treatment with the requesting clinician.

Prior Authorization- The requirement that a provider must request, on behalf of a client and when required by rule or agency billing instructions, the agency or the agency's designee's approval to provide a health care service before the client receives the health care service, prescribed drug, device, or drug-related supply. The agency or the agency's designee's approval is based on medical necessity. Receipt of prior authorization does not guarantee payment. Expedited prior authorization and limitation extension are types of prior authorization.

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

Request for Qualifications and Quotations (RFQQ) – Formal procurement document in which services needed are identified and firms are invited to provide their qualifications to provide the services and their hourly rates.

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

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 term “Subcontractor” means Subcontractors in any tier.

Utilization Review – The process where requests for a health care service are evaluated against appropriate clinical criteria or treatment guidelines (“utilization”) for such services and includes the preparation of a recommendation based on that evaluation.

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

1.2. PROCUREMENT SCHEDULE

| | |
|--|--|
| Issue Request for Proposals | October 7, 2019 |
| Questions Due | November 1, 2019 - 2:00pm Pacific Time |
| Answers Posted | November 15, 2019 |
| Proposals Due | January 10, 2020 - 2:00pm Pacific Time |
| Evaluate Proposals | January 15 – 24, 2020 |
| Conduct Oral Interviews with Finalists, if required | February 10 – 14, 2020 |
| Announce “Apparent Successful Bidder” and send notification via e-mail to unsuccessful Bidders | February 21, 2020 |
| Debrief Request Deadline (if requested) | February 26, 2020 |
| Negotiate Contract | March – May 2020 |
| Begin Contract Work | July 1, 2020 |

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

1.3. PURPOSE

The Washington State Health Care Authority, hereafter called “HCA,” is initiating this Request for Qualifications and Quotations (RFQQ) to solicit proposals from orthodontists interested in conducting utilization reviews and making medical necessity determinations for orthodontia services as defined by Washington Administrative Code (WAC) [182-501-0165](#) and [WAC 182-535A](#) for Apple Health/Medicaid clients.

HCA intends to award one or more contracts, as necessary, to provide the services described in this RFQQ.

1.4. BACKGROUND

HCA receives approximately 1,800 requests each month for approval of orthodontia services for Apple Health clients who must meet a minimum handicapping labiolingual deviation index (HLD) score, which is used to indicate the appropriateness of a proposed orthodontic treatment plan. HCA's Orthodontic Information Form (HCA 13-666), Appendix 1 of this RFQQ, includes HLD scoring instructions.

For the purposes of understanding work scope, over the last twelve (12) months, the average number of hours billed per month equals 320 hours of work, however no monthly guarantee of hours should be assumed.

1.5. OBJECTIVES AND SCOPE OF WORK

As HCA does not have staff experienced in orthodontia to conduct orthodontic utilization reviews, it must use the services of a highly experienced orthodontist to make determination requests for orthodontia services. Such determinations must be made using appropriate clinical criteria or treatment guidelines, Apple Health/Medicaid rules, relevant chapters of the Revised Code of Washington (RCW), the WAC, and pertinent HCA rules including Provider Guide instructions and Numbered Memoranda.

HCA's expectations of an orthodontic consultant are as follows:

- 1.5.1. Receive and review all information submitted for each case.
- 1.5.2. Return all case study materials to HCA upon completion of the review.
- 1.5.3. Enter review decisions into ProviderOne, HCA's Medicaid Management system. Review decisions will include the following, as applicable:
 - 1.5.3.1. Approval for requested services (either all or in-part);
 - 1.5.3.2. Denial for requested services (either all or in-part), including the appropriate WAC information supporting the denial and any reason for denial based on the individual client circumstance;
 - 1.5.3.3. Requests for additional information needed to make a final determination to approve or deny services.
- 1.5.4. Complete work within the timelines outlined in WAC 182-501-0165.
- 1.5.5. Conduct utilization reviews, make medical necessity determinations as defined by [WAC 182-501-0165](#) and [WAC 182-535A](#) for orthodontia services for Apple Health/Medicaid clients.

1.6. MINIMUM QUALIFICATIONS

The following are the minimum qualifications for Bidders:

- 1.6.1. Licensed to do business in the State of Washington or provide a commitment that it will become licensed in Washington within thirty (30) Calendar Days of being selected as the Apparent Successful Bidder.

- 1.6.2. Bidder, and any Subcontractors, must possess a current, active status Washington State professional dental license and not presently be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any State or Federal program. Bidder must also answer “No” to the two questions listed below:
- a. Has the Bidder ever had any license, certificate, registration or other privilege to practice a health care profession denied, revoked, suspended, or restricted by any state, federal, or foreign authority in the last ten (10) years?
 - b. Has the Bidder ever surrendered a credential like those listed above in section a in connection with or to avoid action by a state, federal, or foreign authority in the last ten (10) years?
- 1.6.3. A minimum of five (5) years of experience practicing orthodontia and applying Handicapping Labio-Lingual Deviation Index (HLD) scored to indicate appropriateness of a proposed orthodontic treatment plan.
- 1.6.4. Must be a graduate of a post-doctoral program in the advanced study of orthodontics.
- 1.6.5. The ability to enter utilization review decisions into an electronic records system.
- 1.6.6. The ability to collaborate with HCA and the dental program concerning final determination of prior authorization.
- 1.6.7. The ability to calibrate with other consultants and program staff.
- 1.6.8. Must be able to meet and pass all security requirements to handle Category 4 data in accordance with the Washington State Office of the Chief Information Officer (OCIO) Standard 141.10. The OCIO website can be found at <https://ocio.wa.gov/policy/securing-information-technology-assets-standards>. Criteria for passing a security design review are included within the Standard. Associated language will be included in any Data Sharing Agreement (DSA), and Business Associate Agreement (BAA).
- 1.6.9. Experience with Washington state Medicaid dental programs.

Failure to meet these Minimum Qualifications will result in a proposal being found non-responsive and eliminated from consideration.

1.7. FUNDING

HCA's maximum budget for the services detailed in this RFQQ is \$591,000 over a twelve (12) month period.

No payments in advance or in anticipation of goods or services to be provided under any resulting contract will be made. Requests for early payment, down payments, or partial payments will not be granted. Contractor will only be compensated for performance delivered and accepted by HCA.

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

1.8. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (OPTIONAL)

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

To comply with the act and be eligible to enter into this contract, the Apparent Successful Bidder's organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number

provides a method to verify data about your organization. If the organization does not already have one, it may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com.

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

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

1.9. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFQQ is tentatively scheduled to begin on or about July 1, 2020 and to end on June 30, 2022. Amendments extending the period of performance, if any, will be at the sole discretion of HCA.

HCA reserves the right to extend the contract for up to three (3) additional 1-year (one-year) periods.

1.10. 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.

1.11. ADA

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

2. GENERAL INFORMATION FOR BIDDERS

2.1. RFQQ COORDINATOR

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

| | |
|-------------------------------|--|
| Name | Laura Shayder |
| E-Mail Address | contracts@hca.wa.gov |
| Mailing Address | P O Box 42702 Olympia, WA 98504 |
| Physical Address for Delivery | 626 8 th Avenue SE Olympia, WA 98501 |

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

2.2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

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

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

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

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

The submission of any public records request to HCA pertaining in any way to this RFQQ will not affect the procurement schedule, as outlined in Section 1.2, unless HCA, in its sole discretion, determines that altering the schedule would be in HCA's best interests.

2.3. REVISIONS TO THE RFQQ

HCA reserves the right to amend this RFQQ at any time prior to Contract award. HCA will post any RFQQ amendments to WEBS.

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

If a conflict exists between amendments, between an amendment and the RFQQ, or between multiple amendments, the document last in time controls. Published Bidders' questions and HCA's official answers will be issued as an amendment to the RFQQ.

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

2.4. DIVERSE BUSINESS INCLUSION PLAN

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

2.5. ACCEPTANCE PERIOD

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

2.6. COMPLAINT PROCESS

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

- 2.6.1.1. The RFQQ unnecessarily restricts competition;
- 2.6.1.2. The RFQQ evaluation or scoring process is unfair or unclear; or
- 2.6.1.3. The RFQQ requirements are inadequate or insufficient to prepare a response.

2.6.2. A complaint must be submitted to HCA prior to five (5) Business Days before the bid response deadline. The complaint must:

- 2.6.2.1. Be in writing;
- 2.6.2.2. Be sent to the RFQQ Coordinator in a timely manner;
- 2.6.2.3. Clearly articulate the basis for the complaint; and
- 2.6.2.4. Include a proposed remedy.

The RFQQ Coordinator will respond to the complaint in writing. The response to the complaint and any changes to the RFQQ will be posted on WEBS. The Director of HCA will be notified of all complaints and will be provided a copy of HCA's response. A Bidder or potential Bidder cannot raise during a bid protest any issue that the Bidder or potential Bidder raised in a complaint. HCA's action or inaction in response to a complaint will be final. There will be no appeal process.

2.7. RESPONSIVENESS

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

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

2.8. MOST FAVORABLE TERMS

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

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

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

2.9. CONTRACT AND GENERAL TERMS & CONDITIONS

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

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

2.10. COSTS TO PROPOSE

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

2.11. RECEIPT OF INSUFFICIENT NUMBER OF PROPOSALS

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

2.12. NO OBLIGATION TO CONTRACT

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

2.13. REJECTION OF PROPOSALS

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

2.14. 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 RFQQ. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.15. 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.

2.16. INSURANCE COVERAGE (ADD OTHER INSURANCE AS REQUIRED)

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.

2.16.1. Liability Insurance

- 2.16.1.1. Commercial General Liability Insurance: ASB will maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit must be at least twice the "each occurrence" limit. CGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance must be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

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

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

2.16.2. Employers Liability ("Stop Gap") Insurance

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

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

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

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

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

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

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

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

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

Above insurance policy must include the following provisions:

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

the Insurance Commissioner): The insurer must give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state must be given ten days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The state must be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the state must be given ten days advance notice of cancellation.

2.16.4.3. Identification. Policy must reference the state's contract number and the Health Care Authority.

2.16.4.4. Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Health Care Authority Risk Manager, or the Risk Manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and 284-15 WAC.

2.16.4.5. Excess Coverage. By requiring insurance herein, the state does not represent that coverage and limits will be adequate to protect ASB, and such coverage and limits will not limit ASB's liability under the indemnities and reimbursements granted to the state in this Contract.

2.16.5. Workers' Compensation Coverage

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

3. PROPOSAL CONTENTS

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

- A. Letter of Submittal, including Certifications and Assurances (Exhibit A to this RFQQ)
- B. Exhibit B – Diverse Business Inclusion Plan
- C. Confirmation of Minimum Qualifications
- D. Qualifications
- E. Quotations
- F. Exhibit C – Executive Order 18-03
- G. Exhibit E – Draft Contract

3.1. 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:

- 3.1.1. Use standard 8.5" x 11" white paper, with no smaller than 11 point font. All page margins can be no less than one (1) inch. Font color responses should be black or blue.
- 3.1.2. 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 RFQQ. Each question must be restated directly above the Bidder's response.
- 3.1.3. Items marked "Mandatory" must be included as part of the proposal to be considered responsive; however, these items are not scored. Items marked "Mandatory Scored" must be included as part of the Proposal for the Proposal to be considered responsive and awarded points by the evaluation team.
- 3.1.4. Page limits stated in this RFQQ 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.
- 3.1.5. Proposals are to be prepared simply and economically, providing a straightforward, concise description of the Bidder's Proposal to meet the requirement of this RFQQ.
- 3.1.6. 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.
- 3.1.7. HCA is under no obligation to consider supplemental materials submitted that have not been requested.

3.2. SUBMISSION OF PROPOSALS

- 3.2.1. Bidders are required to submit their Proposal as an electronic copy via email. Proposals must be organized as outlined in Section 3, Proposal Contents. Each response to a particular question or section must be clearly organized and labeled.
- 3.2.2. Proposals must be submitted electronically as an attachment to an e-mail to the RFQQ Coordinator at the e-mail address listed in Section 2.1, RFQQ Coordinator. Attachments to e-mail should be in Microsoft Word format or PDF. Zipped files cannot be received by HCA and cannot be used for submission of Proposals. The cover submittal letter and the

Certification of 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.

- 3.2.3. Bidders must submit their responses to the Qualifications and Quotations sections as separate attachments.
- 3.2.4. Proposals may not be transmitted using facsimile transmission.
- 3.2.5. Bidders should allow sufficient time to ensure timely receipt of the Proposal by the RFQQ Coordinator. Late 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.
- 3.2.6. If multiple Vendors who would subcontract each other are responding to this RFQQ, each must submit their own Proposal instead of submitting a joint proposal.

3.3. LETTER OF SUBMITTAL (MANDATORY)

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

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

“Proprietary” and the particular exemption from disclosure upon which the Bidder is making the claim.

3.4. QUALIFICATIONS (MANDATORY SCORED)

Bidders must respond with detailed information for all items and provide all information in the exact order specified below. The question number and question must be restated directly prior to the Bidder's response. Please do not cut and paste responses into the Proposal. Instead, provide responses as a separate document using the same numbering as below.

Failure to meet an individual requirement will not be the sole basis for disqualification; however, failure to provide a response to any scored requirements may be considered non-responsive and be the basis for disqualification of the application.

Page limit of fifteen (15) pages, excluding any requested flow charts, examples, etc.

- 3.4.1. Describe your experience conducting case reviews and how you apply decision making criteria. (12 maximum available points. Weight of 1.2)
- 3.4.2. Describe how you would approach formulating recommendations to determine whether patients meet medical necessity according to WAC 182-501-0165. (12 maximum available points. Weight of 1.2)
- 3.4.3. Based on your training and professional experience providing orthodontia services, provide a description detailing your required skills described in the Minimum qualifications. This should include but not be limited to your professional affiliation with the American Association of Orthodontists. (12 maximum available points. Weight of 1.2)
- 3.4.4. Give two examples of how you have communicated in peer to peer conversations regarding medically necessary interventions and treatment alternatives. (8 maximum available points. Weight of 0.8)
- 3.4.5. Describe your experience and proficiency using technology and computer systems, including but not limited to Microsoft Suite and navigating web-based applications. (8 maximum available points. Weight of 0.8)
- 3.4.6. Describe your experience with administrative hearings, rule writing, and policy writing. (4 maximum available points. Weight of 0.4)
- 3.4.7. Describe your continuing education efforts over the last three (3) years. (12 maximum available points. Weight of 1.2)
- 3.4.8. Describe your professional experience working with Apple Health and Medicaid, incorporating but not limited to experience with the Washington Administrative Code, federal rules, treating clients, billing for the treatment of clients, etc. (8 maximum available points. Weight of 0.8)
- 3.4.9. Describe the process you would use to calibrate with another dental professional. (12 maximum available points. Weight of 1.2)
- 3.4.10. Provide a description of Bidder's overall approach and methodology for managing and delivering a successful high quality contract consistent with the scope of this RFQQ. Include a description of Bidder's methods related to internal controls and quality assurance for all work conducted, include details regarding timeliness of work performance. (12 maximum available points. Weight of 1.2)

3.5. QUOTATIONS (MANDATORY SCORED)

The evaluation process is designed to award this procurement not necessarily to the Bidder of least cost, but rather to the Bidder whose proposal best meets the requirements of this RFQQ. However, Bidders are encouraged to submit proposals which are consistent with state government efforts to conserve state resources.

3.5.1. Identification of Hourly Rate (MANDATORY SCORED)

Bidders Cost Proposal must be submitted in U.S. Dollars as an hourly rate.

Bidders hourly rate must include all costs (excluding postage which will be reimbursed separately by HCA) to perform the services necessary to accomplish the objectives of the contract. Subcontracting costs are to be included in the Bidder's hourly rate. Bidders are required to collect and pay Washington state sales and use taxes, as applicable.

3.5.2. Bidders are provided the following materials as a basis for their hourly rate:

- a. Example Prior Authorization forms (Appendix 1 and Appendix 2); and
- b. The following example breakdown of billable duties:

| Duty | Duty description | Percent of time dedicated to duty type | Average number per month based on 2018 data |
|---------------------|---|--|---|
| Prior Authorization | <ul style="list-style-type: none"> • Review authorization requests submitted by providers <ul style="list-style-type: none"> ○ Clinical information provided on authorization forms. ○ Photographs ○ Radiographs ○ Study models • Determine medical necessity based on criteria per WAC 182-535A-0040. <ul style="list-style-type: none"> ○ HLD score of 25+ ○ Functional concerns that are medically necessary • Pend for additional information if needed. | 80% | 2079 processed per month |
| Fair Hearings | <ul style="list-style-type: none"> • Re-review authorization request from providers. • Discuss with assigned HCA legal representative. • Review, complete and sign written declaration that is created and formatted by legal. • Attend administrative hearing | 10% | 19 requested per month |
| Chart Review | <ul style="list-style-type: none"> • Charts will be provided by Program Manager • Review charts and give recommendation to Program Manager | 5% | Not available |
| Meetings | <ul style="list-style-type: none"> • Scheduled by Program | 5% | Not available |

This data is for informational purposes only, there is no monthly or overall guarantee of hours that should be assumed. Billable duty volumes and Prior Authorization forms may change per HCA's discretion.

4. EVALUATION AND CONTRACT AWARD

4.1. EVALUATION PROCEDURE

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

All proposals received by the stated deadline, Section 1.2, Procurement Schedule, will be reviewed by the RFQQ Coordinator to ensure that the Proposals contain all of the required information requested in the RFQQ. Only responsive Proposals that meet the requirements will be evaluated by the evaluation team. Any Bidder who does not meet the stated qualifications or any Proposal that does not contain all of the required information may be rejected as non-responsive.

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

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

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

4.2. EVALUATION WEIGHTING AND SCORING

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

| | |
|-----------------------|-------------------|
| Qualifications | 100 points |
| Quotations | 60 points |
| Executive Order 18-03 | 10 points |
| TOTAL | 170 POINTS |

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

4.3. QUALIFICATIONS SCORING

Responses that pass all Mandatory requirements will be further evaluated and scored. Evaluators will evaluate and assign a score to each Mandatory Scored (MS) requirement based on how well the Bidder's response matches the requirement.

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

| Scoring Methodology | | |
|---------------------|--------------------------|--|
| Score | Description | Scoring Criteria |
| 10 | Far Exceeds Requirements | The Bidder 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. |
| 7 | Exceeds Requirements | The Bidder has demonstrated an above-average capability, approach, or solution and has provided a complete description of the capability, approach, or solution. |
| 5 | Meets Requirements | The Bidder has an acceptable capability of solution to meet this criterion and has described its approach in sufficient detail to be considered “as substantially meeting the requirements”. |
| 3 | Below Requirements | The Bidder has established some capability to perform the requirement but descriptions regarding their approach are not sufficient to demonstrate the Bidder will be fully able to meet the requirements. |
| 1 | Substantially Below Requirements | The Bidder has not established the capability to perform the requirement, has marginally described its approach, or has simply restated the requirement. |
| 0 | No Value | The Bidder does not address any component of the requirement or no information was provided. |

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

To determine the number of points awarded to a Bidder for each scored element listed in Section 3.4, each evaluator will assign a score to each question, based on the scale above. This score will then be multiplied by the weight listed for that question. The weighted scores for each question will then be added together, to determine the Bidders final score from each evaluator. The RFQQ Coordinator will then average the scores assigned by all evaluators to determine the Bidders final score.

4.4. QUOTATIONS SCORING

Quotations are not scored in the same manner as the Qualifications. Instead of evaluators assigning a score, points for Cost Proposals will be awarded according to the following formula:

$$\frac{\text{Lowest Cost Proposal}}{\text{Bidder's Cost Proposal}} \times 60 \text{ points} = \text{Bidder's Quotations Points}$$

4.5. EXECUTIVE ORDER 18-03 SCORING

Pursuant to RCW 39.26.160(3) and consistent with Executive Order 18-03 – Supporting Workers’ Rights to Effectively Address Workplace Violations (dated June 12, 2018), HCA will evaluate bids for best value and provide a bid preference in the amount of 10 points to any Bidder who certifies, pursuant to the certification attached as Exhibit C that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver. Bidders that do require their employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver will not be disqualified evaluation of this RFQQ, however they will receive 0 points for this section.

4.6. ORAL PRESENTATIONS MAY BE REQUIRED

After evaluating the written and cost proposals HCA may elect to schedule oral presentations to be made by two (2) or more of the finalists. Should HCA elect to schedule presentations, HCA will contact the top two (2) or more scoring Bidders from the written and cost evaluation to schedule a

date, time, and location. Commitments made by the Bidder at the oral interview, if any, will be considered binding.

The scores from the written evaluation, cost evaluation, EO 18-03, and the oral presentation combined together will determine the ASB.

4.7. SUBSTANTIALLY EQUIVALENT SCORES

Substantially equivalent scores are scores separated by two percent or less in total points. If multiple Proposals receive a Substantially Equivalent Score, HCA may leave the matter as scored, or select as the ASB the one Proposal that is deemed by HCA, in its sole discretion, to be in HCA's best interest relative to the overall purpose and objective as stated in Sections 1.1 and 1.5 of this RFQQ.

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

4.8. 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.

4.9. DEBRIEFING OF UNSUCCESSFUL BIDDERS

Any Bidder who has submitted a Proposal and been notified it was not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFQQ Coordinator no later than 5:00 p.m., local time, in Olympia, Washington, within three (3) Business Days after the Unsuccessful Bidder Notification is e-mailed to the Bidder. The debriefing will be held within three (3) Business Days of the request, or as schedules allow.

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

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

Topics a Bidder could have raised as part of the complaint process (Section 2.6) cannot be discussed as part of the debriefing conference, even if the Bidder did not submit a complaint.

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

4.10. PROTEST PROCEDURE

A bid protest may be made only by Bidders who submitted a response to this RFQQ and who have participated in a debriefing conference. Upon completing the debriefing conference, the Bidder is allowed five (5) Business Days to file a protest with the RFQQ Coordinator. Protests must be received by the RFQQ Coordinator no later than 4:30 p.m., local time, in Olympia, Washington on the fifth Business Day following the debriefing. Protests may be submitted by e-mail or by mail.

Bidders protesting this RFQQ 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 RFQQ.

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

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

- 4.10.1.1. A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
- 4.10.1.2. Errors in computing the score; or
- 4.10.1.3. Non-compliance with procedures described in the RFQQ or HCA requirements.

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

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

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

4.10.2. The final determination of the protest will:

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

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

5. RFQQ EXHIBITS and APPENDIXES

| | |
|------------|--|
| Exhibit A | Certifications and Assurances |
| Exhibit B | Diverse Business Inclusion Plan |
| Exhibit C | Executive Order 18-03 |
| Exhibit D | Statement of Work |
| Exhibit E | Draft Contract including General Terms and Conditions – separate attachment |
| Appendix 1 | Prior Authorization – General Information for Authorization – separate attachment |
| Appendix 2 | Prior Authorization – Orthodontic Information Authorization Form with Charts – separate attachment |

EXHIBIT A - MANDATORY

CERTIFICATIONS AND ASSURANCES

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

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 180 days following receipt, and it may be accepted by HCA without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 180-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
5. I/we understand that HCA will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of HCA, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Bidder or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant HCA the right to contact references and other, who may have pertinent information regarding the ability of the Bidder and the lead staff person to perform the services contemplated by this RFQQ.
10. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

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

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

Signature of Bidder

Title

Date

Exhibit B - MANDATORY

DIVERSE BUSINESS INCLUSION PLAN

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

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

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

| | |
|----------------|------|
| Minority | ___% |
| Women | ___% |
| Veteran | ___% |
| Small Business | ___% |

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

Name: _____

Phone: _____

E-Mail: _____

Exhibit C – MANDATORY SCORED

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

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

Solicitation No.: RFQQ 3975

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

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

OR

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

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

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

By: _____
Signature of authorized person

Print Name of person making certifications for firm

Title: _____
Title of person signing certificate

Place: _____
Print city and state where signed

Date: _____

Exhibit D

Statement of Work

1. Contractor Responsibilities:

The Contractor must provide the services, staff, and do all things necessary for or incidental to the performance of work, as set forth below:

- 1.1. Within five (5) Business Days of receipt from HCA staff:
 - 1.1.1. Review initial Client orthodontia service prior to authorization requests and supporting material, such as photographs, x-rays, case studies, and study models.
 - 1.1.2. Evaluate whether or not each initial Client orthodontia service prior to authorization request meets the standard for being Medically Necessary based on criteria referenced in [WAC 182-535A](#).
 - 1.1.3. Via the Contractor's access to ProviderOne, document their clinical decision to approve, deny, or pend for submittal of additional supporting material by the Client's orthodontia provider for each initial orthodontia services prior-authorization request.
 - 1.1.4. Upon notification of additional information submitted to support a pended Prior Authorization (PA) request:
 - 1.1.4.1. Review supporting materials such as photographs, x-rays, case studies, and study models.
 - 1.1.4.2. Evaluate whether or not the supporting materials meet the standards for being Medically Necessary.
 - 1.1.4.3. Via the Contractor's access to ProviderOne, document their clinical decision to approve, deny, or re-pend for additional supporting material by the Client's orthodontia provider.
- 1.2. If necessary, and as requested by HCA, review grievances files by Clients regarding the quality of care provided by enrolled orthodontia providers:
 - 1.2.1. Review each grievance and supporting material.
 - 1.2.2. Submit written recommendation to HCA staff as to the relative merit of each grievance.
- 1.3. If necessary, and as requested by HCA, perform peer to peer contact:
 - 1.3.1. Train providers regarding completion of HLD scoring index.
 - 1.3.2. Discuss complicated client submittals.
 - 1.3.3. Discuss decision making process.
- 1.4. Post orthodontic treatment records:
 - 1.4.1. Review post orthodontic treatment records and any supporting materials such as photographs, x-rays, case studies, and study models.
 - 1.4.2. Evaluate whether or not orthodontic services provided and paid by HCA meet the prevailing standards of care.

- 1.4.3. Submit a written recommendation to HCA staff stating whether the orthodontic services provided and paid by HCA met the prevailing standards of care.
 - 1.5. New orthodontic treatments, techniques, modalities, or services:
 - 1.5.1. Review based upon evidence-based dental principles within the timeframe as requested by HCA staff.
 - 1.5.2. Evaluate as appropriateness for Clients.
 - 1.6. Program policies, procedures, billing instructions, numbered memoranda, bulletins, proposed forms, proposed new or amended regulations, medical determination, or authorization criteria:
 - 1.6.1. Review as requested by HCA against criteria and standards as provided by HCA staff.
 - 1.6.2. Submit recommendation to HCA staff.
 - 1.7. Fair hearing, site visit(s), and meeting participation:
 - 1.7.1. As requested by HCA staff; and
 - 1.7.2. As Contractor's work schedule and availability permits.
 - 1.8. Communications regarding work done under this Contract must be directed to the HCA Contract Manager.
 - 1.9. Work hours and availability:
 - 1.9.1. Collaborate with the HCA Contract Manager to develop a work schedule.
 - 1.9.2. Proactively communicate changes in work schedule to the HCA Contract Manager, including but not limited to vacations and out of the office.
 - 1.9.3. Check work email every day the Contractor is scheduled to work.
 - 1.10. Comply with HCA WAC rules and billing guidelines regarding coverage and determining medical necessity.
2. HCA Responsibilities
 - 2.1. Establish a profile for the Contract and any subcontractor giving access to the ProviderOne system for the purpose of reviewing prior authorization requests and recording recommendations for clinical decisions.
 - 2.2. Orient the Contractor and any Subcontractor to ProviderOne.
 - 2.3. Provide up-to-date online manuals, tutorials, and reference links.
 - 2.4. Provide calibration workshops on as needed basis, as determined by HCA.