



## REQUEST FOR PROPOSALS (RFP)

**RFP NO. 2025HCA15**

**NOTE:** *If you download this RFP from any source other than the Washington Electronic Business Solution (WEBS), you are responsible for registering in WEBS for your organization to receive any RFP amendments, including Bidder questions/agency answers. HCA is not responsible for any failure of your organization to register in WEBS or any other repercussions that may result to your organization because of this failure.*

**PROJECT TITLE:** Mail Order Incontinence and Urinary Supplies and Services

**PROPOSAL DUE DATE:** March 26, 2026, by **3:00** p.m. *Pacific Time*, Olympia, Washington, USA.

Only e-mailed bids will be accepted.

**ESTIMATED TIME PERIOD FOR CONTRACT:** HCA estimates the Contract will be signed by October 1, 2026, with the option of a three (3), four (4), or five (5)-year initial term as determined by HCA.

HCA reserves the right to extend the contract through March 31, 2036, in whatever time increments HCA deems appropriate at its sole discretion, dependent on mutual agreement of the contract terms by the parties.

**BIDDER ELIGIBILITY:** This solicitation is open to those Bidders that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

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# 1. INTRODUCTION

## 1.1 DEFINITIONS

Definitions for the purposes of this RFP include:

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

**Apple Health** – An umbrella term or “brand name” for all Washington State medical assistance programs, including Medicaid. The brand name may be shortened to “Apple Health.”

**Average Wait Time** – the total time a call is on hold in queue waiting to be connected to a Customer Services Representative.

**Bidder** – Individual or company interested in the RFP that submits a proposal to attain a contract with the Health Care Authority.

**Braille** – a form of written language for blind people, in which characters are represented by patterns of raised dots that are felt with the fingertips

**Business Associate** – a Business Associate as defined in 45 C.F.R. § 160.103, who performs or assists in the performance of an activity for or on behalf of HCA, a Covered Entity as defined in 45 C.F.R. 160.103, that involves the use or Disclosure of Protected Health Information (PHI). Any reference to Business Associate in this Contract includes Business Associate’s employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

**Business Associate Agreement (BAA)** – the *HIPAA Compliance* section of Exhibit B, Draft Contract and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.

**Business Day(s)** – Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by state of Washington, unless otherwise specified within the RFP.

**Call Abandonment Rate** – the average point in time that callers disengage a call while waiting to be connected to an account representative.

**Call Tag** – a pre-paid shipping label generated by a business to have a package picked up from a customer or another location.

**Centers for Medicare and Medicaid (CMS)**– the federal office under the Secretary of the United States Department of Health and Human Services, responsible for the Medicare and Medicaid programs.

**Client(s)** – an individual who has been determined Medicaid-eligible by HCA, but who has not enrolled in an Apple Health Managed Care program.

**Client’s Authorized Representative (Client’s AREP)** – as defined in WAC 182-503-0130, an AREP is a person or organization who is authorized by an applicant or recipient to get only the information needed to determine the applicant’s or recipient’s eligibility for Apple Health programs and other information related to Apple Health coverage; a person who has legal authority to act on behalf of the

client. This authority can be granted by law, a court order, or a written statement from the person they are representing.

**Confidential Information** – information that is exempt from Disclosure to the public or other unauthorized persons under chapter 42.56 RCW or other federal or state laws. Confidential Information comprises both Category 3 and Category 4 Data as described in Exhibit B, Draft Contract, Attachment 7, Section 3 Data Classification, which includes, but is not limited to, Personal Information and Protected Health Information.

**Corrective Action Plan** – a documented strategy to address and fix an issue or non-conformance in an organization to prevent its recurrence.

**Customer Service Representative (CSR)** – an individual who acts as the primary point of contact between a company and its customers, providing support, resolving issues, and answering questions.

**Data Share Agreement (DSA)** – means an agreement between two or more parties that outlines which data will be shared, how the Data can be used, and how to prevent Data misuse, Data abuse, and unregulated Data dissemination.

**Date of Service** – the date the Contractor mails the products to the Client.

**Department of Health (DOH)** – the Washington State Department of Health, a state agency that is responsible for health professional credentialing, maintaining standards for healthcare delivery, and partnering with local governments, tribes, and other organizations to provide comprehensive public health services.

**Emergency Supply or Emergency Products** – products for medical situations that occur that are expected to deplete supplies prior to the next shipment date.

**Enrollee(s)** – a person who is enrolled in Washington State's Apple Health program.

**Fee-for-Service** – as defined in WAC 182-500-0035, the state program which pays for Apple Health services furnished to Enrollees not enrolled in a managed care plan, in accordance with the fee-for-service methodology.

**Final Notice** – a formal declaration or warning that action will be taken against a party in an arrangement if an obligation is not completed by a specified time.

**Freight On-Board (F.O.B)** – a shipping term that indicates when the cost, risk, and liability of goods transfer from the seller to the buyer.

**Health Care Authority (HCA)** – An executive agency of the state of Washington that is issuing this RFP.

**Healthcare Common Procedure Coding System (HCPCS)** – as defined in in WAC 182-543-1000, A coding system established by the Health Care Financing Administration (HCFA) to define services and procedures. HCFA is now known as the Centers for Medicare and Medicaid Services (CMS).

**HIPAA** – the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. 1320d-1329d-9), and its implemented regulations, including the Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164, Subparts A and E), the Security Standards for the Protection of Electronic Protected Health Information (45 C.F.R. Parts 160 and 164, Subparts A and

C), and Breach Notification for Unsecured Protected Health Information Rules (45 C.F.R. Part 164, Subpart D).

**Licensed Practical Nurse (LPN)** – the performance of services requiring the knowledge, skill, and judgement necessary for carrying out selected aspects of the designated nursing regiment under the direction and supervision of a licensed physician and surgeon, dentist, osteopathic physician and surgeon, physician assistant, podiatric physician and surgeon, advanced registered nurse practitioner, registered nurse, or midwife.

**Managed Care Organization (MCO)** – an organization having a certificate of authority or certificate of registration from the Washington State Office of Insurance Commissioner that contracts with HCA under a comprehensive risk contract to provide prepaid health care services to eligible HCA Enrollees under HCA managed care programs.

**Medicaid** – the federally matched medical aid program under Title XIX of the Social Security Act (and Title XXI of the Social Security Act for the Children’s Health Insurance Plan) that covers the Categorically Needy (CN) and Medically Needy (MN) programs.

**Medical Assistance Customer Service Center (MASC)** – means the division within HCA that is designated for Apple Health (Medicaid) clients or general provider services inquiries in Washington State.

**NPI Number** – unique identification number for covered health care providers. Covered health care providers and all health plans and health care clearinghouses must use the NPIs in the administrative and financial transactions adopted under HIPAA since NPI is a HIPAA Administrative Simplification Standard. It is a 10-position, intelligence-free numeric identifier (10-digit number). This means that the numbers do not carry other information about healthcare providers, such as the state in which they live or their medical specialty.

**Nursing Assessment** – the systematic collection and analysis of patient health information to identify a patient's needs.

**Nursing Assessment Tool** – a structured framework or checklist that guides nurses in systematically collecting comprehensive patient data to evaluate their health status.

**Place of Residence** – the home or place in which one's habitation is fixed and to which one has a present intention of returning after a departure or absence. This can be different from a legal address.

**Prior Authorization (PA)** – the requirement that a Provider must request, on behalf of a Client and when required by rule or HCA billing instructions, HCA or HCA’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. HCA or HCA’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 (WAC 182-500-0085).

**Product(s)** – means incontinence and urinary supplies designed to manage urinary or fecal leakage.

**Prolonged Unavailability of Products** – extended period where the supply of a product is insufficient to meet demand,

**Proposal** – A formal offer submitted in response to this solicitation. To be responsive, a Proposal must include all items outlined in Section 3 (PROPOSAL CONTENTS AND REQUIREMENTS). Two such items that may be referred to throughout this document are:

- 1) **Cost Proposal** – Bidder’s cost as described in Section 3.10 and Exhibit D.
- 2) **Written Proposal** – Bidder’s written response as described in Section 3.9 and Exhibit C.

**ProviderOne** – the Medicaid Management Information System that is Washington State’s Apple Health payment system managed by HCA.

**Referral(s)** – a written recommendation from one healthcare provider to another for a patient to receive specialized care or services.

**Registered Nurse (RN)** – the performance of acts requiring substantial specialized knowledge, judgement, and skill based on the principles of the biological, physiological, behavioral, and sociological sciences in either the observation, assessment, diagnosis, care or counsel, and health teaching of individuals with illnesses, injuries, or disabilities, or in the maintenance of health or prevention of illness of others.

**Regulation(s)** – any federal, state, or local Regulation, rule, or ordinance.

**Request for Proposals (RFP)** – Formal solicitation document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the bidder community to suggest various approaches to meet the need at a given price.

**Revised Code of Washington (RCW)** – The laws of HCA of Washington, as enacted by the Legislature. Any references to specific titles, chapters, or sections of the RCW includes any substitute, successor, or replacement title, chapter, or section. Pertinent RCW chapters can be accessed at: <http://apps.leg.wa.gov/rcw/>.

**Security Design Review (SDR)** – a process where the state Office of Cybersecurity assesses the security controls and processes of new or updated systems to ensure compliance with Washington Technology Solutions security policies and standards prior to system deployment.

**Subcontractor** – A person, partnership, or entity not in the employment of or owned by the Bidder, who would be performing all or part of the services under this RFP under a separate contract with or on behalf of the Bidder. The term “Subcontractor” means Subcontractors in any tier.

**Text Telephone and Teletypewriter (TTY)** – a communication device used by people who are deaf or hard of hearing.

**Value-Based Purchasing** – a range of strategies intended to contain costs while improving outcomes by tying health care payment to care quality.

**WAC** – the Washington Administrative Code. All references to WAC chapters or sections will include any successor, amended, or replacement Regulation. Pertinent WACs may be accessed at: <http://app.leg.wa.gov/wac/>.

**Washington’s Electronic Business Solution (WEBS)** – An internet-based bid notification system HCA uses to post competitive solicitations. Individuals and firms interested in HCA contracting opportunities with the Department of Enterprise Services or any HCA agency should [register](#) for competitive solicitation notices on WEBS. *Note: There is no cost to register on WEBS.*

## 1.2 ESTIMATED SCHEDULE OF SOLICITATION ACTIVITIES

Issue Request for Proposals	January 27, 2026
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Pre-Proposal Conference	February 12, 2026 – 11:00 a.m. PT
1 <sup>st</sup> Round Bidder Questions Due	February 17, 2026 – 3:00 p.m. PT
1 <sup>st</sup> Round HCA Answers Posted*	February 24, 2026
Letter of Intent Due	February 27, 2026 – 3:00 p.m. PT
2 <sup>nd</sup> Round of Bidder Questions Due	March 5, 2026 – 3:00 p.m. PT
2 <sup>nd</sup> Round HCA Answers Posted*	March 13, 2026
Interested Subcontractor Responses Due	March 16, 2026 – 3:00 p.m. PT
Interested Subcontractor List Posted*	March 17, 2026
Complaints Due (if applicable)	March 19, 2026 – 5:00 p.m. PT
Proposals Due	March 26, 2026 – 3:00 p.m. PT
Evaluate Proposals*	March 27, 2026 – April 21, 2026
Conduct Oral Presentations with Finalists, if required	April 27, 2026 – April 30, 2026
Announce “Apparent Successful Bidder” via WEBS*	May 6, 2026
Debrief Request Deadline	May 11, 2026 – 5:00 p.m. PT
Negotiate Contract	May 2026 – June 2026
CMS Contract Approval	July 2026 – September 2026
Complete Security Design Review (SDR)	September 30, 2026
Begin Contract Work	October 1, 2026
Estimated Services Go-Live Date	January 1, 2027

*\*Dates are anticipated and subject to change without an official amendment.*

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

### **1.3 PURPOSE AND OBJECTIVES**

The Washington State Health Care Authority, hereafter called “HCA,” is initiating this Request for Proposals (RFP) to solicit Proposals from firms interested in participating in a procurement to contract for mail order incontinence and urinary supplies and services for eligible Apple Health Clients in the state of Washington, excluding clients enrolled in Apple Health Managed Care Organizations (MCO). The Contract will offer a wide variety of product lines and require the availability of various product options to meet the medical needs of Clients and shipped on a monthly basis to the Client’s place of residence. HCA intends to award one Contract to provide the services described in this RFP.

## 1.4 BACKGROUND

HCA is the largest purchaser of health care in the state of Washington. HCA leads the effort on transforming health care through programs and initiatives that range from the administration of Apple Health and behavioral health activities to developing models for Value-Based Purchasing and health technology assessments. HCA uses data to inform decisions and work in collaboration with local communities to ensure that Washington residents have access to better health and better care at a lower cost

HCA is seeking a preferred provider to enhance efficiency, improve health outcomes, and streamline purchasing processes of incontinence and urinary supplies through Value-Based Purchasing. This approach aligns with HCA's goals of improving healthcare quality and equity while reducing administrative and financial burdens. Approximately 326,100 Apple Health Fee-for-Service Clients are currently served monthly in Washington State.

## 1.5 SCOPE OF WORK

### 1. Introduction

The successful Bidder must be able to provide mail order incontinence and urinary supplies and services to eligible Apple Health Fee-for-Service Clients pursuant to the requirements listed herein. The Bidder must begin providing all services, without interruption, no later than the Estimated Services Go-Live Date specified in Section 1.2, Estimated Schedule of Solicitation Activities.

### 2. Product Quality/Specifications

- 2.1 Brands or trade names listed in Exhibit D, Cost Proposal, are for identification purposes only and do not limit the Bidder to such brands or trade names, provided, the Products are equal in quality, composition, and function to those specified.
- 2.2 The Bidder must either propose the current Products listed, alternatives, or a combination of both. For each proposed Product, Bidder needs to list:
  - A. Specific manufacturers/brands
  - B. Stock number
- 2.3 A variety of options for each Healthcare Common Procedure Coding System (HCPCS) code must be offered to meet the needs of, and allow, Client choice, unless there is only one brand available.
  - A. Paper Products – at least three options
  - B. Catheters/bags – at least two options
- 2.4 If alternate Products from those listed in Exhibit D, Cost Proposal, are proposed, Bidder must clearly describe all variances from the specifications, and the proposal must include manufacturer provided educational information that contains complete specifications.
- 2.5 Samples will not be requested for Products bid as exact matches to the referenced brands/manufacturers in Exhibit D, Cost Proposal.
- 2.6 The brands of diapers provided must include at least the following components:

- A. Lining/Topsheet
  - B. Absorbent Inner Layers
  - C. Backsheet
  - D. Leg Gathers
  - E. Adhesive
- 2.7 Refastenable, self-adherent tab fasteners (adult sizes must have at a minimum two sets of tabs).
- 2.8 Bariatric sizes must include waist gathers (with significant stretch).
- 2.9 The Bidder must annually communicate information regarding the Product and services provided under this Contract to the medical community through the Bidder's website or any other appropriate media as approved by the HCA Medical Equipment Supplies (MES) Program Manager. The Bidder must submit all such communications to HCA for review and obtain written approval prior to transmission. The Bidder's website must be available to Clients for Product information only.
- 2.10 If an incorrect Product or quantity (under-quantity) is shipped to the Client, the Bidder must ship the correct product to the Client, at no additional cost to HCA or the Client. Upon notice from the Client or the Client's Authorized Representative (Client's AREP), the Bidder must:
- A. Deliver the correct Product within 24 hours to the Client's residence (as specified under Section 8, Delivery and Timeframes).
  - B. Deliver the quantity balance of product within 24 hours to the Client's residence (as specified under Section 8, Delivery and Timeframes).
  - C. Simultaneously issue a call tag for pick-up of incorrect product(s) by the Carrier. Service Level Agreement credit(s) will be applied per Section 17, Service Level Agreement (SLA) and Service Level Credit Table.
  - D. Document the shipment of the incorrect product/quantity in the Client's file.
  - E. Document the shipment of the incorrect product/quantity in the summary report to HCA MES Program Manager as specified in Section 10, Reporting.
- 2.11 The Bidder must have a provision for Clients to obtain Emergency Products within 24 hours of notification (by the Client or Client AREP), when conditions arise that unexpectedly exhaust the product supply prior to the next delivery date.
- A. The amount being provided in these situations must be added to the amount previously provided during the current month.
  - B. If the amount being added to the current month's supply exceeds the monthly limit indicated in Exhibit D, Cost Proposal, Prior Authorization (PA) must be requested from HCA with documentation of medical need for over quantity.
  - C. In cases where the Emergency Supply plus the amount previously supplied during the current month do not exceed the monthly limit, PA is also required due to billing frequency.

- D. Refer to Section 5, Prior Authorization Procedures, and HCA's [Prior Authorization Step-by-step Guide](#) for information on PA requirements
    - i. Documentation of medical necessity that explains the need for additional supplies must be indicated in the Client's file for audit purposes.
  - E. If the Bidder is not able to deliver within 24 hours of notification of an emergency need by the Client, Client AREP, or their physician, the Bidder must arrange for delivery or customer pick-up of the emergency product through a Bidder-arranged alternate source at no additional cost to HCA.
  - F. Upon Client request, the Bidder must have a provision for the Client to pick up emergency Products at a location closest to the Client.
- 2.12 In situations where a PA is required from HCA, shipments must be sent within one (1) Business Day after the PA has been granted. Refer to [HCA's Provider Billing Guide and Fee Schedule for Durable Medical Equipment](#) for more information.
- 2.13 The Bidder must include in each shipment, at no additional cost to HCA, educational information on proper skin care and product use along with any other pertinent medical information to new Clients and when Clients receive a product with a procedure code which has not been previously used by the Client.

At a minimum, the materials must:

- A. Describe how to use the product(s) in Plain Language.
- B. Specify the rights, responsibilities, and benefits of Clients.
- C. Outline the process for obtaining services including emergency services.
- D. Include the Clients' responsibilities for notifying the Bidder of any address or requested order changes within one (1) Business Day of Bidder completing a nursing assessment and at least ten (10) calendar days prior to scheduled delivery day.
- E. Include the Bidder's toll-free telephone and toll-free teletype (TTY) numbers.
- F. Be updated with any changes by the manufacturer.
- G. When a new product is added to the Contract, educational material regarding that product must be developed for Clients by the Bidder.
- H. Client educational material must be approved by the HCA MES Program Manager, in writing, prior to distribution.
- I. The Bidder must provide translation and interpretation assistance for all product communication, both written and verbal, via an approved translation/interpreter service or on-staff translator/interpreter. Product communications include, but are not limited to:
  - i. Bidder's phone number;
  - ii. Pamphlets; and
  - iii. HCA approved educational materials, etc.

- J. The Bidder must be able to accommodate Clients with special needs when providing educational materials, such as use of Braille for Clients with visual impairments.
  - i. The Bidder must provide translation and interpretation assistance for all product communication, both written and verbal, via an approved translation/interpretation service or on-staff translator/interpreter. Product communications include, but are not limited to:
    - a. phone number;
    - b. pamphlets; and
    - c. HCA approved educational materials, etc.

### **3. Service Capabilities**

#### **3.1 Call Center**

- A. The Bidder must have an appropriately staffed, HIPAA-compliant customer service call center including TTY number, website, email, fax, translation services and other special means (such as but not limited to Braille accommodation).
- B. The hours of operation of the toll-free service must be available from 8:00 a.m. – 5 p.m. PST Monday through Friday except for HCA holidays, and it must have sufficient capacity to handle the volume of inquiries required to provide services to Clients under this Contract.
- C. The Bidder must maintain service capabilities, telephone logs, and monitoring, including:
  - i. maintaining an average phone wait time of three minutes or less;
  - ii. maintaining an average phone time to abandonment of three minutes or less;
  - iii. Customer Service Representative (CSR) staff must follow-up on all voicemail messages within one (1) Business Day.
  - iv. Bidder must assure that no calls will be answered by clearing the queue (i.e., answering only to ask callers to call back at a later time) or by busy signals, disconnections, or other technical problems that prevent the caller from receiving help from staff
- D. The Bidder must have a back-up plan for providing Clients services in case of an unplanned shutdown of call center phone lines for greater than one hour.
  - i. The back-up system must allow Clients to contact and be contacted by the Bidder via phone.
  - ii. The back-up system must be available immediately or at a minimum within one hour from any unplanned shutdown.

- iii. Bidder must notify HCA within one hour of any unplanned shutdown, and when normal operations resume.
- E. The Bidder must provide after-hour phone access for emergency situations, 24 hours per day, seven days per week. After-hour calls from Clients will be forwarded to an answering service and then to the designated on-call Bidder staff for servicing.
- F. In addition to call center access, the Bidder must have an interactive website available 24 hours a day, 7 days a week, 365 days a year, for all Clients, where they can view and track shipments, request changes to their account, send messages to staff, log complaints and confirm the need for their supplies.
- G. The call center must be able to:
- i. Respond to inquiries from Clients regarding intake of new requests, benefit changes, general questions, etc.
  - ii. Respond to inquiries from Clients regarding product use, skin care, etc.
  - iii. Receive emergency requests for Products for medical situations that occur that are expected to deplete supplies prior to the next shipment date.
  - iv. Register complaints, identify problems, inquire about benefits, etc.
- H. At each point of contact with the Clients, Bidder shall inquire to be sure that the quantity of supplies meets the needs of the Client without producing an overstock.
- I. Bidder must create and maintain call center operations that offers Apple Health Clients an option to file a complaint with Washington's Medical Assistance Customer Service Center (MACSC) in addition to the Bidders complaint process.

### 3.2 Intake

- A. The Bidder may receive Referrals for intake and receive prescriptions via the following methods:
- i. Faxed from ordering practitioner's office
  - ii. Phone contact from ordering practitioner's office or Client
  - iii. Other HIPAA-compliant electronic formats may be considered
- B. At the time of initial contact with any new Client, the Bidder must do all of the following:
- i. CSR must screen Clients for all insurance information.
  - ii. CSR will complete the initial Apple Health verification of eligibility using ProviderOne.

- iii. CSR will advise the Client that prior to each month's shipment, eligibility will be verified.
  - iv. CSR must obtain the ordering practitioner's information from the Client in order to obtain or clarify a prescription or medical documentation, or for other questions as needed.
  - v. CSR must intake the Client's current Product request. All requests beyond the limits and guidelines of this Contract must be referred to the nurse immediately for an assessment.
  - vi. CSR will provide the Client with toll free number and information on emergency procedures.
  - vii. CSR will advise the Client that general program information and Product information will be mailed within one (1) Business Day of the completed Nursing Assessment.
- C. Within one (1) Business Day of receiving the prescription, the Registered Nurse (RN) must complete a Nursing Assessment for all new Clients by utilizing the Nursing Assessment Tool submitted by Bidder and approved by HCA.
- D. Clients without a telephone or Clients who are hearing impaired must be contacted through written correspondence or through the use of a TTY. If the Client does not respond within 15 calendar days, the Bidder must send a final notice to the Clients.

### 3.3 Documentation

#### A. Prescription Requirements:

All prescriptions require the following elements:

- i. Client name;
- ii. ProviderOne Client ID number;
- iii. Client Date of Birth;
- iv. Ordering practitioner name, address, and telephone number;
- v. Primary Diagnosis (condition causing incontinence);
- vi. Secondary Diagnosis (condition causing incontinence);
- vii. Specific product prescribed;
- viii. Duration of need;
- ix. Anticipated Frequency (range) the item requires replacement;
- x. Length of time required;
- xi. Signature of physician, physician assistant, or nurse practitioner (i.e. ordering practitioner), with NPI Number:

- a. Wet, digital, and electronic signatures are acceptable.
  - b. Stamped or co-signed signatures are not allowed.
- xii. Date of signature; and
- xiii. Start date of order if different from the ordering practitioner's signature date;
- B. The prescription must be dated within 180 days from initial request, otherwise the Bidder must not accept the prescription.
- C. A prescription received without all the mandatory elements will be deemed invalid.
- D. Bidder must not accept the prescription, nor process the order. The Bidder must notify the ordering practitioner that the prescription is invalid and a new, valid prescription is required.
- E. Bidder must maintain all prescriptions in the Client's file for audit purposes.
- F. If a prescription is accepted by telephone, the Bidder is responsible for obtaining a written prescription to be maintained in the Client's file.
- G. The prescription must be renewed every 12 months, or more frequently if indicated by medical change.
- H. Prescription Renewals
  - i. The Bidder must send a prescription request to the Client's ordering practitioner 60 calendar days before the current prescription expires.
  - ii. If no reply is received in 30 calendar days, the Bidder must send a second request for a prescription to the Client's ordering practitioner.
  - iii. If a reply is not received within 15 calendar days of the second request, the Bidder must contact the ordering practitioner by telephone to request the prescription.
  - iv. At the time the ordering practitioner is contacted by telephone because there has been no response to the second request, the Bidder must notify the Client and request the Client's assistance in obtaining the prescription.
  - v. The following prescription requirements may be completed by the Bidder for the ordering practitioner:
    - a. Client name;
    - b. ProviderOne Client ID number;
    - c. Client Date of Birth;

- d. Ordering practitioner name, address, and telephone number;
  - e. Specific product item(s) prescribed; and
  - f. Anticipated Frequency (range) the item requires replacement based upon current quantity usage.
- vi. The following requirements must be completed by the ordering practitioner:
- a. Primary Diagnosis;
  - b. Secondary Diagnosis;
  - c. Duration;
  - d. Signature of physician, physician assistant, or nurse practitioner (i.e. ordering practitioner) and NPI Number:
    - (1) Wet, digital, and electronic signatures are acceptable
    - (2) Stamped or co-signed signatures are not allowed
  - e. Date of signature; and
  - f. Start date of order if different from the ordering practitioner's signature date.

I. Nursing Assessment Tool

- i. Bidder must develop and maintain a Nursing Assessment Tool.
- ii. The Nursing Assessment Tool and any subsequent revisions must be approved in writing by the HCA MES Program Manager prior to implementation.
- iii. Nursing Assessments must be maintained in the Client record.

3.4 Verification Services

- A. The Bidder must verify Apple Health, and any other insurance eligibility of each Client via ProviderOne, at multiple points in the account management process including the following:
  - i. Initial set-up of the new account.
  - ii. Each subsequent contact with the Client; and
  - iii. Within one (1) Business Day prior to each monthly shipment.
- B. Bidder must maintain documentation in the Client health record, of current eligibility on the Date of Service.

- C. Bidder must refer to HCA's [ProviderOne Billing and Resource Guide](#) for guidance on verifying client eligibility for services.
- D. HCA will not reimburse the Bidder for shipments to Clients that are not eligible one (1) Business Day prior to the date the Bidder ships the order.
- E. The date the Bidder mails the Products to the Clients will be the Date of Service.
- F. The Bidder must request that Clients provide any additional insurance information that may not be reported in ProviderOne, refer to the [ProviderOne Billing and Resource Guide](#).
- G. When additional insurance is not reported in ProviderOne, a request is submitted to the HCA Medical Assistance Customer Service Center (MACSC) by calling 1 (800) 562-3022. Eligibility for all insurances provided is verified and the coverage order is determined using industry standard guidelines, with Apple Health being the payer of last resort.
- H. Clients that are dually enrolled in Medicare and Apple Health are required to participate in the acquisition of services and Products under this Contract for Products not covered by Medicare. The Bidder may only bill for products not covered by Medicare.
- I. Clients with other insurance must follow the rules of their primary insurance, they are not required to receive Products under this Contract if the Products are covered by the other insurance. If the Product is not covered by other insurance, the Client must obtain the Product through Bidder. Bidder must follow all billing requirements outlined in WAC 182-502-0160 for remaining balances.
- J. Special attention must be given to determine if Client is residing in a nursing home, hospice, or other Level of Care (LOC), as products may be considered within the Apple Health per diem for these programs.
- K. Apple Health Managed Care Organizations (MCO) clients are excluded from the scope of this Contract. However, the Bidder may contract with a MCO to provide services and products covered by this Contract. If the Bidder has an exclusive contract with an MCO the Bidder must offer prices that must not exceed the lesser of either contracted rate.

### 3.5 Nursing Assessments

- A. Bidder is required to have licensed nurses functioning within their scope of practice and Washington State Department of Health (DOH) licensure requirements or multistate licenses, to perform and document telephonic Nursing Assessments for determining appropriate Products, Product brands, Product quantities and other necessary information for each individual Client. The Bidder must have a minimum of three licensed nurses with one additional licensed nurse for every 2,000 Clients thereafter.
- B. DOH Nursing practice laws under [Chapter 18.79 RCW](#) and the Multistate licensure require RNs to perform the nursing assessments/reassessments. Licensed Practical Nurses (LPN) may assist with the collection of data, assist with the development and revision of a nursing care plan, and

reinforce the teaching provided by the RN and provide basic health care instruction, under the supervision of an RN.

- C. The Bidder must provide translation and interpretation assistance via an approved translation/interpretation service or on-staff, to conduct complete nursing assessments/re-assessments for non-English speaking Clients and those with hearing and speech impairments.
  
- D. The initial Nursing Assessment must be completed within one (1) Business Day of the intake and verification. The process utilized to complete the assessment is as follows:
  - i. The Bidder must contact the Client within one (1) Business Day of receiving a request from the Client, their caregiver, Client AREP, or ordering practitioner for supplies. The Bidder will attempt to contact the Client by phone to complete assessment on two (2) separate occasions: one morning call and one afternoon call with no more than three (3) days in between each call. If voicemail is available, a message must be left with the Bidder's phone number.
  
  - ii. Clients who are hearing impaired or who do not have access to telephone are contacted through TTY, written form, or other HCA-approved electronic format with a follow up within 15 days if the Bidder has not received a response.
  
  - iii. If there is no response to messages left for the Client, Bidder will send a contact letter to the Client and follow up in seven (7) calendar days. If there is no response to the contact letter within seven (7) calendar days, Bidder will make one more call to attempt to reach the Client. If there is still no response, Bidder will leave the account active for thirty (30) days from the last attempt to contact the Client. If there is still no response from the Client, the Bidder will send a final letter notifying the Client that their request has been closed and the ordering practitioner will be cc'd.
  
  - iv. Once Client contact has been made, a Nursing Assessment will be completed utilizing the HCA approved Nursing Assessment Tool.
  
  - v. Samples, educational material, and a request for prescription will be sent after completion of the Nursing Assessment. Bidder must send customized sample packs at Bidder's expense to Clients prior to shipping the orders, which allows the Client to participate in the process of choosing the product for their care.
  
  - vi. Product quantities required to manage Client's incontinence needs are determined during the Nursing Assessment, based on the changing condition of the Client.

- a. The quantity for a 30-day supply is derived from the frequency of product usage or garment changes per day, multiplied by 30 days.
    - b. The final 30-day quantity will also take into consideration manufacturer packaging, so that only full packages are delivered to the Client.
  - vii. The Bidder must ship the requested product(s) as soon as a valid prescription is received from the ordering practitioner and the Client has chosen a sampled product.
  - viii. The first nursing reassessment must be completed six (6) months after the initial assessment, for all Clients. Subsequent reassessments must be completed, for all Clients, every twelve (12) months thereafter unless otherwise directed by HCA.
  - ix. The nurse will determine appropriate product, anticipated frequency, appropriate monthly quantities, appropriate alternate diaper brand, and make revisions as deemed necessary, prior to the first shipment.
    - a. If quantity is less than prescription amount, this is considered a negative action and the Bidder must follow steps for negative action as outlined in section 5.4, Denial (Negative Action) Process.
  - x. The nurse must ask the Client if they are having any difficulty that may require further nurse involvement.
  - xi. Nursing Assessments/reassessments must monitor Client usage to ensure the appropriate quantity is being sent without producing an overstock.
  - xii. Overstock situations are resolved by placing a temporary hold on subsequent orders until the excess is consumed, and by re-assessing the monthly need, to prevent a reoccurrence of the overstock.
- E. The Bidder's licensed nurse must perform a telephonic nursing reassessment and follow-up call(s) within two (2) Business Days of a Client requesting Products(s) for a change in medical condition (e.g. successful bowel/bladder training, acute incontinence or other change in condition(s)) In these situations, follow-up Nursing Assessments of the Client's changing medical status must be made once every six (6) months or as directed by the HCA MES Program Manager.
- F. Clients who need a Product quantity that exceeds Contract limits must be reassessed at minimum every six (6) months or as directed by the HCA MES Program Manager.
- G. HCA requires a renewal Nursing Assessment for purchase of protective underwear and pull-on briefs according to the following time-frames:

- i. Apple Health Clients ages 3 through the lifespan with the cognitive ability to independently care for their toileting needs must be individually assessed every twelve (12) months.
- ii. Apple Health Clients ages 3 through the lifespan, actively participating and demonstrating definitive progress in a bowel or bladder program must be individually reassessed every 6 months.
- iii. Apple Health Clients ages 21 and over require a nursing reassessment if there is a change in quantity or medical status, or a PA is required. A change in medical status includes discharge from a nursing home or hospital.
- iv. Apple Health Clients ages 21 and over with a progressive/degenerative illness (such as Parkinson's, Alzheimer's, Senile Dementia, Multiple Sclerosis), where there could be change in incontinence level over time, must be reassessed every 12 months.
- v. Clients with chronic conditions must be reassessed every twelve (12) months or as directed by the HCA MES Program Manager.

#### **4. Product Changes and Substitutions**

##### **4.1 Product Changes (permanent):**

###### **A. For changes due to change in medical condition:**

- i. Appropriate changes in Products and quantities for the Client must be:
  - a. made in accordance with a change in the medical condition;
  - b. documented in the Client's record; and
  - c. consistent with a nursing reassessment to determine the appropriate change (quantity, Product).
- ii. All monthly quantity limits and PA requirements apply.

##### **4.2 Changes due to manufacturer caused discontinuation or Prolonged Unavailability of Products:**

- A. The Bidder must provide the Client with a written (preferred) or documented verbal explanation of any Product change, prior to the monthly shipment, unless this requirement is waived or modified by the HCA MES Program Manager.
- B. Additionally, the Bidder's nurses must be available, at a minimum, during toll-free telephone and TTY hours to respond to Client inquiries regarding Product change, use, skin care, etc.
- C. The Bidder must notify the HCA MES Program Manager of all discontinuation of Products and temporary Product replacements.

- 4.3 Product substitutions due to manufacturer caused discontinuation or Prolonged Unavailability of Products:
- A. There may be circumstances (out of the Bidder's or Client's control) for which the Bidder must temporarily substitute Products.
  - B. The Bidder must provide the Client with samples of substitute Product listed in this Contract, which have not been previously used by the Client. A sample quantity, determined by the Nursing Assessment/reassessment, to establish the appropriate size, fit, and customer satisfaction, must be sent to the Client.
  - C. The Bidder must contact the Client to determine if the substitute Product is acceptable. If the Product is acceptable, the Bidder must arrange pick-up of the original Product from the Client and arrange for a complete shipment of the new Product. This shall be at no cost to HCA or Client.
  - D. If no substitute Product listed in this Contract is acceptable to the Client and a non-Contract product is required, the Bidder must document reason for the non-Contract Product substitution.
    - i. The substitute Product must be comparable in quality and the least costly alternative to the original Contract Product.
    - ii. For a non-Contract Product, HCA agrees to pay the Bidder's acquisition cost plus 25%, less any discounts, which must be supported by the manufacturer invoice and other documentation, as determined by the HCA MES Program Manager. This applies only if PA was granted by the HCA MES Program Manager. Documentation must be maintained in the Client record.
- 4.4 For substitutions with non-contracted Products, HCA requires PA from the HCA MES Program Manager submitted in accordance with Section 5, Prior Authorization Procedures.
- 4.5 If the Client is not satisfied with the Product provided by the Bidder, the Bidder's first course of action must be to perform a nursing reassessment in order to evaluate the problems and recommend solutions. If necessary, the Bidder must also pursue the following remedies until the Client is satisfied:
- A. Contact the Client's physician to discuss recommended solutions.
  - B. Send the Client sample(s) of applicable other products available under this Contract for evaluation.
  - C. Identify a product brand for Clients not available under this Contract. The Bidder must submit a request for PA for review by the HCA MES Program Manager or HCA Contract Manager.
  - D. The Bidder must follow up within seven calendar days to determine, if the non-Contract product resolves the Client's problems.

## **5. Prior Authorization Procedures**

- 5.1 The Bidder must submit a request for PA when:
- A. Client needs a Product not listed on Contract.

- B. Client needs a quantity of Product which exceeds the maximum monthly quantity limit specified in Exhibit D, Cost Proposal.
- C. The Bidder must submit PA Requests to HCA via direct Data entry through the ProviderOne System.
- D. The PA Requests must include all required documentation listed in the program provider guide including any forms in addition to the following documents:
  - i. A copy of the most recent Nursing Assessment/reassessment (completed within the past 12 months or less).
  - ii. Copies of the Bidder's documentation of the Product the Client is currently receiving and the problems the Client is experiencing with the Product.
  - iii. Documentation that the Bidder provided the Client with substitute Products (samples) listed in the Contract which had not been used by the Client, without satisfactory results.
  - iv. Physician documentation stating the medical reason for the non-Contract Product. This documentation should contain the letter of medical necessity that specifies the Products that have been tried, any adverse reaction or outcome, and the Product(s) requested.
- E. Products requiring PA due to quantity exceeding the monthly allowable will be reimbursed according to normal Exhibit D, Cost Proposal pricing.
- F. For non-Contract Product, the Bidder must submit the manufacturer's invoice for pricing. This invoice must be maintained in the Client record.

5.2 PA requests will be reviewed by HCA staff. Based on documentation submitted and the individual determination of medical necessity, the PA request is either approved, denied or returned for more information. The decisions are viewable by the Bidder in ProviderOne.

- A. When the Bidder submits an electronic PA to HCA, HCA will review within allotted PA timeframe in accordance with WAC 182-501-0165.
- B. HCA will notify Bidder of decision via fax and decision can be accessed through the ProviderOne portal.

5.3 Refer to the HCA's [Prior Authorization Step-by-step Guide](#) for more detailed information on PA requirements.

5.4 Denial (Negative Action) Process

- A. A denial may result from:
  - i. Review of a PA request for a specific brand that is not covered under the Contract, or a reduction in quantity as a result of unsubstantiated medical necessity for larger quantities.
  - ii. A request that does not meet policy coverage criteria.

- B. Bidder is not permitted to deny requests, but is responsible for providing a recommendation to HCA with the process below:
- i. When Bidder determines the Client's request is unsubstantiated by medical necessity, the Bidder shall:
    - a. submit an electronic PA request to HCA as outlined in HCA's [Prior Authorization Step-by-step Guide](#);
    - b. attach documentation for the recommendation of denial within the electronic PA request, which will include nursing assessment, provider order, and any other medical records; and
    - c. notify the client of pending authorization and medical review from HCA.
  - ii. When the Bidder submits an electronic PA to HCA, HCA will review within allotted PA timeframe according to timeframe listed in WAC 182-501-0165.
  - iii. HCA will notify Bidder of PA decision via fax and decision can be accessed through ProviderOne portal.
  - iv. HCA will notify Client of PA decision via mail.
  - v. If HCA does not agree with recommendation of Bidder's denial the Bidder is responsible for providing Client with requested medical necessary items subject to covered items in Attachment 1, Washington Average Product and Client Usage List, and must follow the process as outlined in Section 2 with no additional charge to HCA.
  - vi. The Bidder is responsible for tracking all recommended denials, which HCA overturned. This will be provided in a quarterly report and presented during the quarterly quality meeting.
  - vii. The Bidder is authorized to discuss a denied PA request with the Client and encouraged to help the Client understand the reason the PA request was denied and other options to meet the client's needs.

## 6. Complaint Process

- 6.1 The Bidder must maintain a complaint process for Clients. The complaints process must include at a minimum:
- A. A toll-free telephone and TTY access for patients, as well as on the Bidder's website;
  - B. An instructional flyer on filing complaints with each Client shipment;
  - C. A complaint resolution process involving the HCA MES Program Manager; and

- D. Providing translation and interpretation assistance, via an approved translation/interpretation service or on-staff to handle complaints from non-English speaking Clients, and those with hearing and speech impairments.

6.2 The Bidder must maintain complaint documentation, resolution, and promptness as follows:

- A. Inform and provide copies of all complaint details and resolutions to the HCA MES Program Manager as specified in Section 10, Reporting.
- B. If a resolution cannot be obtained within seven (7) calendar days, the complaint and copies of all information and documentation must be turned over to the HCA MES Program Manager for resolution.
- C. Maintain complaint records as specified in the Contract beyond the end of the Contract and make these records available upon request by HCA.

## **7. Quality Assurance Program**

Bidder must maintain a Quality Assurance Program that is approved by HCA. The Quality Assurance Program must include but is not limited to the following:

### **7.1 Maintenance of Client Records**

- A. Bidder must develop and maintain HIPAA-compliant records of Client information necessary to perform activities under this Contract; records must be available upon HCA request.
- B. Bidder must utilize an electronic health record.
  - i. Electronic health records must be maintained in a format agreeable to HCA in any current software agreeable to HCA and Bidder. This information must be backed up in accordance with industry standards, to protect against loss or destruction.
  - ii. Bidder must provide the HCA MES Program Manager online access to electronic health records information.
- C. Client records must include, at minimum, the following information:
  - i. Client name;
  - ii. ProviderOne Client ID;
  - iii. Address;
  - iv. Phone number;
  - v. Email address if available;
  - vi. Legal guardian if applicable;
  - vii. Diagnosis;
  - viii. Doctor;

- ix. Prescriptions;
- x. Letters of medical necessity;
- xi. Medical history (for medical conditions potentially necessitating a change in products/quantities);
- xii. Eligibility checks;
- xiii. Dates of Service;
- xiv. Work orders including products used, quantity of each product delivered each month;
- xv. Shipping documents;
- xvi. Delivery schedule;
- xvii. Proofs of delivery;
- xviii. Dates of phone contact;
- xix. Monthly billing records; and
- xx. Complaints.

D. A random sampling of clinical records, to be determined by HCA, must be reviewed for proper documentation on a quarterly basis with percent of compliance based on the criteria provided above by the Bidder or as otherwise requested by HCA. When found below 95% compliance rate, a process change must be identified to bring next quarter into compliance.

E. This information is considered property of HCA, electronic copies of client records must be delivered to HCA at the expiration or termination of this Contract unless otherwise indicated by HCA. This applies to records of all Clients serviced by the Bidder (current as well as Clients no longer receiving services).

F. All Client records must be maintained and readily available for audit purposes as described in the Contract, and in accordance with applicable HCA and federal requirements.

## 7.2 Credentialing Process

A. Bidder must use and maintain a credentialing process which includes obtaining copies/documentation of current professional licensure of the RNs and LPNs who provide services under the Contract resulting from this RFP.

## 7.3 Review and Monitor Product Delivery

Bidder must review and monitor product delivery, including but not limited to the following:

- A. Perform verification of delivery and receipt of Products by Clients;
- B. Monitor the quality of services provided by the delivery carrier;

- C. Rectify incorrect product shipments;
- D. Monitor timeliness of shipments; and
- E. Special mailings.

#### 7.4 Product Distribution History and Complaint file

As specified in Section 10, Reporting, Bidder must review and report on a quarterly basis the distribution history and complaint file for incorrect Products shipped, late delivery, incorrect address, and special mailings not received. Bidder must provide a Corrective Action Plan for identified inconsistencies.

- A. When an incorrect or defective Product is shipped to the Client, the Bidder must correct the error at no additional cost to HCA or the Client.
- B. Upon notice from the Client or other party that an incorrect Product was shipped, the Bidder must query its Client shipping detail history files and flag the record as incorrect Product shipped.
  - i. Bidder must then order the correct product for delivery; for emergency deliveries, the Bidder must deliver the product on the same day to anywhere in Washington State.
- C. Bidder must issue a call tag for pick-up of incorrect or defective Product(s) by the delivery carrier. If the incorrect or defective Product is not picked up within ten (10) calendar days, HCA or Client reserves the right to dispose of the incorrect Product(s) at no additional cost.
- D. As specified in Section 10, Reporting, the Bidder must maintain a log and report monthly to HCA MES Program Manager and HCA Contract Manager.

#### 7.5 Quality Review of Products, Service, and Complaints

The Bidder must have an individual or entity responsible for quality review of the following:

- A. All complaints must be reviewed, and findings must be documented, and all substantiated findings must be expeditiously corrected.
- B. All complaints must be categorized and evaluated by type. The Bidder must establish categorization to be approved by the HCA MES Program Manager.
- C. Identify complaint trends, by category, provide and implement a Corrective Action Plan to resolve complaint trends identified.
- D. Monitor and document the status of all corrective actions taken in the quarterly report.
- E. As specified in Section 10, Reporting, the Bidder must:
  - i. Conduct a weekly review, providing a summary report of all findings and actions taken.
  - ii. Conduct a quarterly review providing a summary report of all findings, trends, and actions taken.

#### 7.6 Client Satisfaction Questionnaire/Survey

As directed by HCA, the Bidder must distribute a Client satisfaction questionnaire/survey at least annually for Clients to rate the services that they have received.

- A. HCA may require Bidder to conduct surveys more frequently if deemed necessary.
- B. The questionnaire/survey will be developed by Bidder and approved by HCA. HCA may edit, modify or include different questions as determined necessary.
- C. Bidder will randomly select a sample of Clients receiving the questionnaire/survey as directed by HCA.
- D. The Bidder must be responsible for reproduction of the questionnaire/survey and distribution of the questionnaire/survey to Clients at no additional cost to HCA).
- E. A stamped, addressed envelope must be supplied with mailed questionnaires/surveys for return to the Bidder at no additional cost to HCA.
- F. Bidder will provide questionnaire/survey results to the HCA MES Program Manager within 90 days after the survey is submitted. Documentation of the plan to address problems identified from the questionnaire/survey must be submitted by the Bidder to the HCA MES Program Manager within 30 calendar days after the report is delivered to HCA.
- G. If HCA determines that an insufficient number of responses have been returned for any questionnaire/survey conducted, the Bidder must send out a follow-up questionnaire/survey.
- H. The Bidder must provide translation and interpretation assistance, via an approved translation/interpretation service or on-staff to handle requests from non-English speaking Clients, those with hearing and speech impairments.

#### 7.7 Performance/Audit Reviews

- A. HCA shall conduct a Performance/Audit Review at a frequency (at minimum annually) to be determined by HCA and coordinated with the Bidder. The audit/review will include, but may not be limited to:
  - i. a review of nursing assessments;
  - ii. follow-up contacts;
  - iii. responses to complaints, grievances, inquiries, and;
  - iv. responses to emergency needs.
- B. HCA reserves the right at any time, upon two (2) calendar days' notice, to audit the Bidder's performance under this Contract.
- C. Bidder agrees to allow audits from any applicable HCA or federal agency.
- D. Bidder must maintain manufacturer invoices correlating to products listed on individual Client work orders that are maintained in the Client record. Manufacturer invoices must be available to HCA upon request, as needed for audit.

- E. HCA shall monitor responses to complaints, grievances, inquiries, and responses to emergency needs.

## 8. Delivery and Time Frames

- 8.1 The Bidder must maintain a delivery and tracking system.
- 8.2 The Bidder must deliver Products to Clients in compliance with the following:
  - A. The Bidder must deliver Products on a monthly basis to the Client's residence (home, adult foster care facility, homes for the aged and community living facilities, etc.).
  - B. The Bidder must ensure the quantity of Product delivered is consistent with the quantity defined in the most recent Nursing Assessment, not to exceed an approved PA when Prior Authorization is required.
  - C. The Bidder must deliver each package to only one address.
  - D. The Bidder must provide a reasonable solution for occasional need to ship Client Products to a temporary location outside of their residence.
  - E. After receipt of an order, the Products must be picked, packaged, labeled and shipped via a delivery carrier, to each Client's residence.
    - i. For new Clients and those with medical changes requiring a nursing reassessment, Products will be shipped within one (1) Business Day, if received before 2 p.m. PST, of the Bidder receiving a valid ordering practitioner's prescription and completing a Nursing Assessment and will be received by the Client within (3) three calendar days of shipment.
    - ii. For all other prescription renewals, Products will be shipped within one (1) Business Day, if received before 2 p.m. PST, of the Bidder receiving a valid ordering practitioner's prescription and will be received by the Client within three (3) calendar days of shipment.
  - F. It is the Client's responsibility to inform the Bidder ten (10) calendar days prior to the delivery date if a new or temporary address will be used.
  - G. It is the Client's responsibility to notify the Bidder of any requested changes to their Product orders ten (10) calendar days prior to their scheduled delivery day.
  - H. Bidder is responsible for notifying the Client of the Client's responsibility to inform the Bidder of a new or temporary address.
  - I. The unit price of each product must be inclusive of all costs, as specified in Exhibit D, Cost Proposal. In addition, the Bidder must not charge HCA or Client for costs incurred for emergency deliveries.
  - J. If the Bidder attempted a delivery and was unsuccessful due to the failure of the Client to notify the Bidder of a new or temporary shipping address, or if the Client refused to accept the delivery, the Bidder must give instructions to the Client on how to obtain the package.

- K. If a Product is not available for scheduled shipment and the Client has not previously selected an alternative Product, the Bidder must contact the Client by phone or confirmed email upon Bidder's notification of the backorder.
  - i. If the Product continues to be unavailable, the Bidder must contact the Client no less than (3) three Business Days before the scheduled due date to inform the Client of the delay and the expected date of shipment and offer the Client the option to wait for the product or choose an alternate product.
  - ii. If an emergency situation exists and an alternate product is not acceptable to the Client, the Bidder must utilize a statewide provider network to deliver the original product to the Client.
  - iii. If the Client cannot be contacted by phone or confirmed email, the Bidder must send the Client written notification.
- L. Except as provided above, the Bidder must attempt delivery three (3) times within one (1) week, prior to returning the package. A delivery notice must be left with each attempted delivery. A sticker with the Bidder's toll-free phone number must be left at the Client's door upon the third failed delivery attempt.
- M. Bidder must have a process in place to monitor and address any delivery issues.

## 9. Training

- 9.1 Bidder must maintain documentation of training provided to CSR staff, nurses, and warehouse personnel.
- 9.2 At the start of the Contract transition period, and upon any HCA-approved subsequent changes in Product(s) or process(es), the Bidder must provide staff training including but not limited to the following:
  - A. HCA policy as related to Contract covered services;
  - B. Utilization of the HCA-approved ProviderOne system. Training and utilization materials can be found in the [ProviderOne Billing and Resource Guide](#);
  - C. Product testing protocols and clinical applications;
  - D. Clinical review processes; and
  - E. Call center operations.
- 9.3 The Bidder must utilize product information provided by the manufacturer(s) in the development and application of training.
- 9.4 The Bidder must provide the HCA MES Program Manager with an annual training record and complete description of the training provided to the Contractor's staff.
- 9.5 Upon request from the HCA MES Program Manager, the Bidder must provide all documentation and training materials that are used to train the Contractor's staff to perform the Contract activities.

- 9.6 HCA may require a thirty (30)-calendar-day training period for replacement and/or new personnel.

## 10. Reporting

- 10.1 All reports must be maintained and available electronically in a format compatible with HCA programs, e.g. Microsoft Word or Excel, as specified by HCA . Reports are considered property of HCA and any and all copies (electronic and printed) must be delivered to HCA at the expiration or termination of the Contract.
- 10.2 Bidder must submit electronic reports to HCA as identified in Attachment 2, Service Level Credit Table (SLA) by close of business on the day as follows:
- A. Quarterly reports must be delivered fifteen (15) calendar days after the last day of the quarter (e.g. End of 2<sup>nd</sup> quarter is June 30th. Report will be delivered July 15<sup>th</sup>)
  - B. Monthly reports must be delivered fifteen (15) calendar days after the end of the month.
  - C. If the delivery of the report falls on a scheduled federal holiday or weekend, the Bidder may deliver the report the following Business Day.
  - D. Alternative days/dates must be negotiated and approved by the HCA Contract Manager in writing

### 10.3 Monthly Reporting

The Bidder must provide complete and timely monthly reports, transmitted to the HCA Contract Manager, via MFT, by the 15th calendar day following the end of the previous month, to include:

- A. Monthly billing activity report, which includes the following elements:
  - i. The number of Clients served during the previous month;
  - ii. The number of Clients served under the age of 21; and
  - iii. The total amount billed by the Bidder under this Contract for the previous month, detailed by:
    - a. HCPCS code and description;
    - b. Quantity shipped per HCPCS code;
    - c. Total charges per HCPCS code (based on Bidder usual and customary determination);
    - d. Total Contracted charges per HCPCS code (based on Contract rate); and
    - e. Summary totals.
- B. Monthly credentialing verification report, which includes the following elements:
  - i. Verifying current professional licensure of RNs and LPNs who provide services under the Contract and maintaining copies of

documentation verifying current licensure upon hire/assignment and annually for all professional staff.

#### 10.4 Quarterly Reporting

The Bidder must provide quarterly reports transmitted to the HCA MES Program Manager and HCA Contract Manager, via MFT, by the 15<sup>th</sup> calendar day of the month following the end of the quarter, to include:

- A. Monthly call center activity report, which includes metrics for all activity for the previous month such as the following:
  - i. the total number of incoming calls received;
  - ii. the total number of incoming calls answered;
  - iii. average length of call (in minutes/seconds);
  - iv. number of abandoned calls, abandonment rate (i.e. percent abandoned), and average time to abandonment (minutes/seconds);
  - v. the average wait time (minutes/seconds);
  - vi. call center system down-time;
  - vii. summary of after-hours/weekend calls and any issues that need to be brought to the HCA MES Program Manager's attention;
  - viii. call abandonment rate (after any introductory recording) of less than 10%, 95% of the current rolling three-month period review; and
  - ix. average wait time on a monthly basis.
  
- B. Comprehensive Quarterly Summary Report, which includes the following:
  - i. a weekly complaint log
    - a. maintain a weekly report log of all complaints received which outlines the problem reported by the Client, the intervention provided by the Contractor, the resolution, and any follow-up action by the Bidder, if required.
    - b. provide a quarterly review of weekly complaints, providing a summary report of all findings and actions taken. If no complaints were received during the reporting week, the Bidder must indicate this in the weekly report.
  - ii. summary report of all complaints, findings, trends, resolutions, and actions taken;
  - iii. call center backup plan activation report;

- iv. summary report of recommended denials, which HCA overturned; and
- v. summary credentialing verification report.

C. Comprehensive Quarterly Audit Results Report, which includes the following:

- i. A sampling of clinical records, as determined by HCA, shall be reviewed by Bidder for proper documentation on a quarterly basis or as requested by HCA to include:
  - a. valid prescription report; and
  - b. eligibility verification report.
- ii. PA report for non-Contract Products;
- iii. PA report for quantity limit exceeded;
- iv. Weekly complaint log and resolution report;
- v. Complaint escalation report;
- vi. Complaint trend and Corrective Action report;
- vii. Delivery flyer inclusion report;
- viii. Correct Product fulfillment report on the SLA service credit table;
- ix. Emergency Product fulfillment report;
- x. Shipment timeliness report;
- xi. Initial Nursing Assessment timeliness report;
- xii. Nursing reassessment timeliness report for change in condition
- xiii. Nursing Assessment frequency report for six-month, twelve-month, and twenty-four month cycles;
- xiv. Client record documentation compliance report;
- xv. Incorrect Product/quantity documentation report;
- xvi. Monthly Product changes report; and
- xvii. Summary report on the distribution history and complaint file for incorrect product and/or shipped, late delivery, incorrect address, and special mailings not received. Bidder must provide a Corrective Action Plan(s) for identified inconsistencies.

10.5 Annual Reports

Bidder must provide an annual Client questionnaire/satisfaction survey results report.

## 10.6 Other Reporting

Detailed reports as requested by HCA at no additional cost to the HCA.

## 11. Meetings

- 11.1 HCA will request a kick-off meeting with the Bidder within thirty (30) calendar days of the Contract Effective Date.
- 11.2 The Bidder will meet with HCA on a quarterly cadence to review reports one month after delivery of previous quarter report.
- 11.3 It's the Bidder's responsibility to maintain accurate documentation of meeting minutes from the quarterly meeting, including HCA's questions, and answers to HCA questions. This documentation must be delivered to HCA within one (1) week of the quarterly quality meeting.
- 11.4 The Bidder must accept questions from HCA and respond no later than one (1) week after question is received.
- 11.5 HCA may request other meetings as it deems appropriate.

## 12. Staffing

- 12.1 The Bidder is required to have appropriate staffing levels of CSRs to perform all customer service activities not otherwise assigned to RNs and/or LPNs.
- 12.2 The Bidder must have a minimum of three (3) licensed nurses on staff and one (1) licensed nurse added for every 2,000 Clients, as follows in the example list below:
  - A. 10,000 - 12,000 Clients must have at least 6 nurses
  - B. 12,001 - 14,000 Clients must have at least 7 nurses
  - C. 14,001 - 16,000 Clients must have at least 8 nurses
  - D. 16,001 - 18,000 Clients must have at least 9 nurses
  - E. 18,001 - 20,000 Clients must have at least 10 nurses
- 12.3 Copies of current licenses for nursing staff must be provided to the HCA MES Program Manager at the start of the contract transition period.
- 12.4 Copies of current licenses must be provided to the HCA MES Program Manager within 14 days of hire/assignment to Contract activities, and annually thereafter for all health professional staff. HCA reserves the right to request qualifications at any time.
- 12.5 Additional personnel/services will be required for Emergency Network and Translation/Interpretation Assistance.

## 13. Pricing

- 13.1 The Bidder must specify the fixed prices for all deliverables for the Contract term.
- 13.2 Bidder must provide pricing details in Exhibit D, Cost Proposal.

- A. The unit price of each product must be inclusive of all costs. In addition, the Bidder must not charge HCA or Client for costs incurred for emergency deliveries.

#### **14. Delivery**

##### 14.1 Delivery Programs

- A. The Bidder must have a specific transportation method and delivery carrier(s) for the delivery of Products.

##### 14.2 Packaging

- A. The Bidder is required to provide discreet packaging per HIPAA guidelines on all mail order supplies.
- B. All packaging must be per Client regardless of the number of Clients per residence receiving Products. HCA reserves the right of final approval on packaging offered by the Bidder.
- C. The Bidder must use plain packaging to deliver supplies containing no colors or dyes and avoid packaging that consists of polystyrene foam peanuts or blocks, utilizing reusable, easily recyclable or compostable packaging, when possible, in accordance with Executive Order 20-01, State Efficiency and Environmental Performance (SEEP).
- D. Packaging and containers must also meet the current federal law applicable to rail and motor carrier freight classifications, which will permit application of the lowest freight rate.

#### **15. Acceptance of New Product**

##### 15.1 Acceptance and Inspection

- A. During the Contract term, if the Bidder requests to add or delete any Product(s) for any reason, excluding temporary substitutions, the Bidder must submit a request for approval to the HCA MES Program Manager in advance, at a minimum of thirty (30) days prior to making the addition/deletion, including the reason for the request.
- B. HCA will use the following criteria to determine acceptance of additions and to the Contract's Product list:
  - i. Bidder is required to send samples to HCA for the proposed product to physically review the quality in comparison to current Product list.
  - ii. HCA reserves the right to reject a proposed sample, in which case the Bidder must submit a suitable substitute Product of acceptable quality.
  - iii. If approved, the Contract's Product list will be changed and updated through an amendment to the Contract.
  - iv. HCA reserves the right to add or delete Product(s) under this Contract.

- v. All Products must meet AMA, FDA, and other applicable national standards such as NAFC.

## 16. Project Planning

### 16.1 Project Plan

- A. The Bidder will carry out this project under the direction and control of the HCA MES Program Manager and HCA Contract Manager. Within thirty (30) calendar days of the Contract Effective Date, the Bidder must submit a final project plan to HCA for approval. The project plan must include, at a minimum, the following :
  - i. identification of timelines;
  - ii. methods, tools, and processes proposed to oversee the project;
  - iii. plan for responses to issues/changes as they may arise,
  - iv. methods to keep appropriate parties apprised of progress.
  - v. Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing in accepted proposals; and
  - vi. project breakdown showing sub-projects, tasks, and resources required.

### 16.2 Transition In Plan Readiness for Implementation of Services

- A. Bidder must have an operational system in place no later than the Services Go Live date (January 1, 2027).
- B. Bidder must demonstrate to HCA's satisfaction, that Bidder is fully capable of performing all duties under this Contract, including demonstration of the following:
  - i. Thoroughly trained CSR staff on the specifics of the Contract activities;
  - ii. Thoroughly trained nursing staff with adequate knowledge to make determinations of Product(s) needed;
  - iii. Quality assurance procedures in place that assures Bidder follows all HCA and federal laws regarding confidentiality.
  - iv. Operational location for staff and warehouse for Product(s);
  - v. Operational toll-free phone number;
  - vi. Operational after-hours call center service;
  - vii. Successful completion of ProviderOne enrollment;
  - viii. Acceptance of data transfers of current Client records from HCA;

- ix. Mailing of hardcopy letters of notification, provided by HCA, to all Clients regarding transition information including, but not limited to:
  - a. notice of new Contractor;
  - b. contact information;
  - c. effective date; and
  - d. delivery carrier.
- x. Updating Nursing Assessments to confirm current Client orders and prescriptions;
- xi. Renewal of expiring prescriptions;
- xii. Provision of sampling of new Product for Client if there is a change in Product from previous vendor;
- xiii. Letter of notification (approved by HCA) to the provider community including notice of new Contractor, contact information, and services effective date;
- xiv. Establishment of an identified provider emergency network; and
- xv. Staff must participate in ProviderOne system training as provided by HCA, and identify a super-user as a first-line, onsite resource for staff.

### 16.3 Post-Contract Transition

- A. Bidder's team and HCA will meet monthly, or at a frequency to be determined by HCA. At a minimum, Bidder's project manager will meet with HCA for the purpose of reviewing progress and HCA providing necessary guidance to the Bidder in solving problems that arise, including transfer of Client health records, and any other activities required for effective transition. Records must be returned using an HCA-approved method of transmission.
- B. Client records must be organized such that records of Client currently receiving services and Client no longer receiving services are returned to HCA in separate files and organized by individual ProviderOne identification number.
- C. Additional detail and direction will be determined and provided by HCA at the start of the transition period and as necessary during the transition period.
- D. All Client communication regarding the transition to a new vendor will be sent at the direction and approval of HCA, by HCA or HCA's designee.

## **17. Service Level Agreement (SLA) and Service Credit Table**

- 17.1 SLA service credits will be assessed to the Bidder as outlined in this section and Attachment 2, SLA Service Credit Table, for failure to meet the Service Level

Agreement (SLA) set forth in the Contract. Accordingly, in the event of such damages, HCA shall recoup from the Bidder the indicated SLA service credit, as described in Attachment 2, SLA Service Credit Table. These deductions are not to be considered a penalty.

- 17.2 Amounts due to the HCA as SLA service credits, will be recouped by HCA from any money payable to the Bidder pursuant to this Contract.
- 17.3 For audits, SLA service credits will be assessed and subject to extrapolation on all orders within the audit sample which are non-compliant with requirements specified in the Contract without accepted documentation for delay or reason. SLA service credits will be set at 100% for orders in non-compliance with HCA requirements.
- 17.4 HCA will notify the Bidder in writing of any claim for SLA service credits on or before the date HCA deducts such sums from money payable to the Bidder (service credit). No delay by HCA in assessing or collecting SLA service credits will be construed as a waiver of such rights.
- 17.5 Bidder shall correct all performance failures directly related to incorrect Product or quantity of Product provided to Clients. Corrective action includes replacement of incorrect Product and reconciliation of claims to reflect the correct charge.
- 17.6 The achievement of SLA performance by the Bidder may require the coordinated, collaborative effort of the Bidder with their Subcontractors. The Bidder must use the HCA Contract Manager as a single point of contact to assist Bidder in its prompt resolution of SLA defaults and service level issues.
- 17.7 Bidder must cooperate with HCA fully to resolve any performance issues.
- 17.8 Bidder shall focus on continuous improvement and that the SLAs will be evaluated during the life of the Contract to reflect this concept. To accomplish this, the SLAs will be jointly reviewed by the Bidder and HCA at least annually, and more frequently as reasonably requested by either party.

## **18. Liquidated Damages**

- 18.1 Late or improper completions of the Contract activities specified in this Scope of Work shall cause loss and damage to HCA and it would be impracticable and extremely difficult to fix the actual damage sustained by HCA, except as defined in Section 17, Service Level Agreement (SLA) and Service Credit Table.
  - A. HCA and Bidder therefore agree to the Service Level Agreement and SLA Service Credit Table as specified above in Section 17.
  - B. If there is late or improper completion of Contract activities, not specified in Section 17 above, HCA is entitled to collect liquidated damages in the amount of \$5,000 and an additional \$100 per day for each calendar day Bidder fails to remedy the late or improper completion of Contract activities.
- 18.2 Unauthorized removal of Bidder's key personnel will interfere with the timely and proper completion of the Contract activities, to the loss and damage of HCA, and it would be impracticable and extremely difficult to fix the actual damage sustained by HCA. Therefore, HCA may assess liquidated damages against the Bidder as specified below.
  - A. HCA is entitled to collect \$1,000 per individual per day for the removal of any key personnel without prior notification and approval of HCA.

B. HCA is entitled to collect \$1,000 per individual per day for an unapproved or untrained key personnel replacement.

18.3 Accordingly, in the event of such damages, at the written direction of HCA, the Bidder must pay HCA the indicated amount as liquidated damages, and not as a penalty. Amounts due to HCA as liquidated damages, will be deducted by HCA from any money payable to the Bidder pursuant to this Contract.

18.4 For audits, liquidated damages will be assessed and are subject to extrapolation on all services and orders, within the audit sample which are non-compliant with standards specified in the resulting Contract without accepted documentation for delay or reason.

18.5 HCA will notify Bidder in writing of any claim for liquidated damages pursuant to this paragraph on or before the date the HCA deducts such sums from money payable to the Contractor. No delay by HCA in assessing or collecting liquidated damages must be construed as a waiver of such rights.

## **19. HIPAA Business Associate and Data Share Agreement**

The Bidder must agree to enter into a Health Insurance Portability and Accountability Act (HIPAA) Business Associate and Data Share Agreement with HCA (refer to Exhibit B, Draft Contract, Attachment 7).

## **20. Additional Requirements**

### **20.1 Environmentally Preferred Products**

HCA is committed to purchasing environmentally preferred products. This includes goods that can help the state conserve energy or water, are powered with clean and renewable energy, prevent climate change, reduce solid waste generation, or are made with recycled content, and protect human health and the environment by preventing toxic chemical usage, emissions and waste.

### **20.2 Persistent Toxic Chemicals**

Executive Order 20-01, State Efficiency and Environmental Performance commits Washington State agencies to purchasing products that do not contain or generate emissions of toxic chemicals and reinforces Executive Order 04-01, Persistent Toxic Chemicals, which directs each state agency to adopt measures to reduce the use of equipment, supplies, and other products that contain persistent toxic chemicals unless there is no feasible alternative. The Bidder shall use, offer and promote the purchase of low-toxicity products and services to the greatest extent practicable to fulfill the Contract. The Bidder shall make every effort to help HCA comply with state laws designed to prevent purchasing products containing chemicals of concern. including, but not limited to PCBs, hydrofluorocarbons, mercury, and other persistent toxic chemicals.

### **20.3 Mercury Content**

In accordance with 70A.230 RCW, mercury-free products must be procured when possible. Where there are non-mercury-added products commercially available, they must be purchased to the exclusion of products that contain mercury-added compounds or components; unless there is no economically feasible non-mercury-added alternative that performs a similar function. Accordingly, the Bidder shall make every effort to fulfill the Contract without providing products that contain mercury unless there is no economically feasible mercury-free alternative that performs a similar function.

#### 20.4 Polychlorinated Biphenyls (PCBs)

Polychlorinated biphenyls, commonly known as PCBs, have adverse effects on human health and the environment. Accordingly, HCA, through its procurements of goods and services, is trying to minimize the purchase of products with PCBs and to incentivize its vendors to sell products and products in packaging without them.

#### 20.5 National Standards

All products provided must meet American Medical Association (AMA), Food & Drug Administration (FDA), and other applicable National Standards such as National Association for Contingence (NAFC).

### **1.6 MINIMUM QUALIFICATIONS**

The following are the minimum qualifications for Bidders:

- A. Licensed to do business in Washington State or Bidder must provide a commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Bidder.
- B. Extensive background (5+ years) in providing mail-order medical supplies and equipment and services, including experience with state agency contract requirements.
- C. Must be an enrolled and eligible [DMEPOS Supplier](#) for Medicare.
- D. Must be enrolled as an Apple Health billing provider as of Contract Effective Date, maintain enrollment during the entire Contract term, and comply with all policies, requirements, and conditions of participation as described in WAC Chapter 182-502.
- E. Must comply with all state and federal privacy and security laws, statutes, and regulations for protecting Apple Health Client data, including HIPAA.
- F. Must agree to complete and pass a Security Design Review by the Complete Security Design Review date provided in Section 1.2, (ESTIMATED SCHEDULE OF SOLICITATION ACTIVITIES).

### **1.7 PERIOD OF PERFORMANCE**

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about October 1, 2026, with the option of a three (3), four (4), or five (5)-year initial Contract term as determined by HCA. HCA reserves the right to extend the period of performance through March 31, 2036, by mutually agreed amendment in whatever time increments HCA deems appropriate. Amendments extending the period of performance, if any, will be at the sole discretion of HCA.

### **1.8 ADA**

HCA complies with the Americans with Disabilities Act (ADA). Bidders may contact the RFP Coordinator to receive written information in another format (e.g., large print, audio, accessible electronic formats, and other formats).

## 2. GENERAL INFORMATION FOR BIDDERS

### 2.1 RFP COORDINATOR

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

Name	Jennifer Burnham
E-Mail Address	<a href="mailto:HCAProcurements@hca.wa.gov">HCAProcurements@hca.wa.gov</a>

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

### 2.2 PRE-PROPOSAL CONFERENCE

A pre-proposal conference is scheduled to be held on February 12, 2026 at 11:00 a.m., Pacific Time via Microsoft Teams video-conferencing tool at HCA's discretion. All prospective Bidders should attend; however, attendance is not mandatory. An agenda containing meeting details is posted with this solicitation.

HCA will be bound only to HCA written answers to questions. 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 posted on WEBS as an Amendment to this RFP.

### 2.3 LETTER OF INTENT TO PROPOSE (REQUIRED)

To be eligible to submit a Proposal, a Bidder must submit a Letter of Intent to Propose. The Letter of Intent to Propose must be emailed to the RFP Coordinator, listed in Section 2.1, and must be received by the RFP Coordinator no later than the date and time stated in the Solicitation Schedule, Section 1.2. The subject line of the email must include the following: [Solicitation #] – Letter of Intent to Propose – [Your entity's name].

The Letter of Intent to Propose 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.

Information in the Letter of Intent to Propose should be placed in the following order:

- A. Bidder's Organization Name;
- B. Bidder's authorized representative for this RFP (who must be named the authorized representative identified in the Bidder's Proposal);
- C. Title of authorized representative;
- D. Address, telephone number, and email address;
- E. Statement of intent to propose; and

- F. A statement of how the Bidder meets ALL the minimum requirements specified in Section 1.6 of this RFP.

HCA may use the Letters of Intent to Propose as a pre-screening to determine whether Minimum Qualifications are met.

**2.4 INTERESTED SUBCONTRACTOR LIST**

HCA supports and encourages contracts and subcontracts with small, diverse, and veteran-owned businesses. To support participation in this process, the RFP Coordinator will add a list of Interested Subcontractors to the RFP. The RFP Coordinator will prepare the List based on the timely and complete submission of specific information requested in this section. The purpose of the List is to communicate to prime bidders the capabilities of interested Subcontractors who can perform components of this RFP's Scope of Work.

**A. Interested Subcontractor Instructions**

- i. Failure to follow the instructions in this Section may prevent your information from being included in the List.
- ii. An interested party must complete the below table to submit their firm name, contact information, and the summary of their capabilities as they relate to this RFP's Scope of Work. Submissions are limited to what is requested in the table below and capability summaries must be two paragraphs or less.
- iii. The RFP Coordinator will only include the information requested below. Do not submit marketing materials.
- iv. Submissions must be emailed to the RFP Coordinator, with the subject line "RFP # Interested Subcontractor List – [Interested Subcontractor Name]" by the date specified in Section 1.2 (ESTIMATED SCHEDULE OF SOLICITATION ACTIVITIES).
- v. All material submitted for the Interested Subcontractor List becomes a public record.

Interested Subcontract Name	Contact Name	Contact Address, Phone Number, and Email Address	Summary of your capabilities as it relates to the Scope of Work

**B. Posting Date**

Complete and timely submissions will be compiled and posted in alphabetical order by interested Subcontractor name. HCA anticipates the List will be posted as an RFP amendment on the *Interested Subcontractor List Posted* date identified in Section 1.2 (ESTIMATED SCHEDULE OF SOLICITATION ACTIVITIES). Late submissions will not be posted.

**C. Information Provided As-Is**

The Interested Subcontractor List is provided as an opportunity to support participation in this RFP. HCA provides this information as a courtesy with no warranties or representations as to

any party and no guarantee of a subcontract. The Interested Subcontractor List shall not be construed as an endorsement by HCA of Washington or HCA. The interested party is responsible for the completeness and accuracy of their submission.

## **2.5 BIDDER QUESTIONS PERIOD**

Bidders are provided two (2) scheduled opportunities to ask questions during the bidder questions period. The 1<sup>st</sup> round of bidder questions starts on the date of the RFP posting and concludes on the *1<sup>st</sup> Round of Bidder Questions Due* date specified in Section 1.2, Estimated Schedule of Solicitation Activities.

The 2<sup>nd</sup> Round of Bidder Questions starts on the date following when the responses to the 1<sup>st</sup> Round of Bidder Questions are posted and concludes on the *2<sup>nd</sup> Round of Bidder Questions Due* date specified in Section 1.2, Estimated Schedule of Solicitation Activities.

- A. Questions regarding the RFP will only be accepted in writing, sent by email to the RFP Coordinator. The Bidder must use the following email subject line when submitting questions: "RFP # Question(s) – [Bidder Name]" to ensure timely receipt.
- B. HCA anticipates it will post answers to the questions in WEBS as an RFP amendment on the *Answers Posted* date specified in Section 1.2, Estimated Schedule of Solicitation Activities.
- C. HCA is under no obligation to respond to any questions received after the *Questions Due date* but may do so at its discretion.

## **2.6 SUBMISSION OF PROPOSALS**

Proposals must be received by the RFP Coordinator no later than the *Proposal Due* deadline in Section 1.2, (ESTIMATED SCHEDULE OF SOLICITATION ACTIVITIES). Proposals must be submitted electronically as an attachment to an e-mail to the RFP Coordinator at the e-mail address listed in Section 2.1, and meet the following requirements:

- A. Attachments to e-mail must be in Microsoft Word or PDF format except for Exhibit D, Cost Proposal, and Exhibit E, Data Security Questionnaire, which must be provided in Excel format.
- B. The Cost Proposal must be submitted as a separate attachment in Excel format.
- C. The Data Security Questionnaire must be submitted as a separate attachment in Excel format.
- D. Zipped files cannot be received by HCA and cannot be used for submission of proposals.
- E. The forms and certifications that require authorized signature (as designated in section 3.1, PROPOSAL CONTENTS OVERVIEW) must have a signature of the individual within the Bidder's organization authorized to bind the Bidder to the offer.
- F. HCA does not assume responsibility for problems with Bidder's e-mail. If HCA e-mail is not working, appropriate allowances will be made.

Bidders should allow sufficient time to ensure timely receipt of the proposal by the RFP Coordinator. Late proposals will not be accepted and will be automatically disqualified from further consideration, unless HCA e-mail is found to be at fault or HCA deems a grace period is in the best interest of HCA.

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

## **2.7 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 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 HCA or federal law that provides for the nondisclosure of a document, must be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified and must reference either: (1) the specific basis claimed under 42.56 RCW, or (2) a statement of why the information is designated propriety. 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 HCA 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 RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

The submission of any public records request to HCA pertaining in any way to this RFP will not affect the solicitation 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.

## **2.8 REVISIONS TO THE RFP**

If HCA determines in its sole discretion that it is necessary to revise any part of this RFP, then HCA will publish addenda on WEBS. For this purpose, the published questions and answers and any other pertinent information will be provided as an addendum to the RFP and will be published on WEBS.

HCA also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

## **2.9 COMPLAINT PROCESS**

The complaint process allows potential Bidders to focus on the solicitation requirements and evaluation process and raise issues early enough in the process to allow HCA to correct a problem before proposals are submitted. The complaint period starts on the date of the RFP posting and concludes on the *Complaints Due* date identified in Section 1.2 (ESTIMATED SCHEDULE OF SOLICITATION ACTIVITIES).

- A. Potential Bidders may submit a complaint to HCA based on any of the following:
  - i. The RFP unnecessarily restricts competition;
  - ii. The RFP evaluation or scoring process is unfair or unclear; or
  - iii. The RFP requirements are inadequate or insufficient to prepare a response.
- B. For a complaint to be considered, it must be received by HCA by 5:00 pm PT on the *Complaints Due* date identified in Section 1.2. The complaint must:
  - iv. Be in writing;
  - v. Be sent to the RFP Coordinator, or designee;
  - vi. Clearly articulate the basis for the complaint; and
  - vii. Include a proposed remedy.
- C. HCA will address any complaint as follows:
  - i. The RFP Coordinator, or designee will respond to the complaint in writing.
  - ii. The response to the complaint and any changes to the RFP will be posted on WEBS.
  - iii. The Director of HCA will be notified of all complaints and will be provided a copy of HCA's response.

Complaints may not be raised again during a protest and HCA's action or inaction in response to a complaint will be final. There is no appeal process.

## **2.10 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.

## **2.11 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 solicitation file on this matter without obligation to HCA.

## **2.12 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; or 2) not award any contract at all. HCA may

continue to have the Bidder complete the entire RFP. HCA is under no obligation to tell the Bidder if it is the only Bidder.

### **2.13 NO OBLIGATION TO CONTRACT**

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

### **2.14 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 RFP.

### **2.15 SUBCONTRACTOR PARTICIPATION MONITORING AND REPORTING**

Pursuant to Executive Order 22-01, Equity in Public Contracting (dated 01/07/2022), Bidders using Subcontractors for any part of this work will be subject to the requirements of this section if awarded a contract as a result of this solicitation.

Once a contract is awarded through the solicitation process, the awarded Bidder is obligated to complete a new vendor registration in Access Equity. Access Equity (B2Gnow) is a secure business diversity management system available online at <https://omwbe.diversitycompliance.com/>.

Confidential Information (e.g., Tax ID, etc.) will not be published in Access Equity. Bidders that have previously registered with B2Gnow for any public entity, must verify and ensure that Access Equity contains their most up-to-date registration information. Bidders can navigate online to Access Equity at <https://omwbe.diversitycompliance.com/> or through a direct link on the Office of Minority and Women's Business Enterprises (OMWBE) website at: <https://omwbe.wa.gov/>.

During the contract term, the Bidder will report monthly payments to all relevant Subcontractors in Access Equity. Monthly reporting information includes total dollar payments made to relevant Subcontractors, payment dates, and any additional information required to verify payment to Subcontractors. The Bidder will enter this payment information into Access Equity, and the Subcontractors will verify this payment information in the system. This requirement applies to both Bidders and Subcontractors. Online training is available through Access Equity.

### 3. PROPOSAL CONTENTS AND REQUIREMENTS

#### 3.1 PROPOSAL CONTENTS OVERVIEW

Proposals must be submitted per the instructions in Sections 2.6 (SUBMISSION OF PROPOSALS) and 3.2 (PROPOSAL REQUIREMENTS AND GUIDELINES) in the order noted below.

A. Bidder Forms and Certifications (Exhibit A)

All the following are included in Exhibit A:

- i. Bidder Profile & Submittal Form\* (Section 3.3 and Exhibit A, Section A)
- ii. Diverse Business Inclusion Plan (Section 3.4 and Exhibit A, Section B)
- iii. Executive Order 18-03 Worker's Rights\* (Section 3.5 and Exhibit A, Section C)
- iv. PCBs Certification Preference\* (Section 3.6 and Exhibit A, Section D)

B. Draft Contract (Section 3.7 and Exhibit B)

C. Written Proposal (Section 3.9 and Exhibit C)

D. Cost Proposal (Section 3.10 and Exhibit D)

E. Data Security Questionnaire (Section 3.8 and Exhibit E)

F. Data Security Attestation (Section 3.8 and Exhibit F)

*\*Authorized signature required*

#### 3.2 PROPOSAL REQUIREMENTS AND GUIDELINES

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

- A. The Bidder's full legal name on the first or cover page of the Proposal.
- B. Proposals must provide information in the same order as presented in this RFP and 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.
- C. **All items listed in Section 3.1 (PROPOSAL CONTENTS OVERVIEW) must be included as part of the Proposal for the Proposal to be considered responsive;** however, only the following items will be scored during the two (2) Phases of the evaluation process: Executive Order 18-03 Worker's Rights, PBCs Certification Preference, Data Security Requirement Response, Written Proposal, and Cost Proposal.
- D. Page limits stated in this RFP are determined by counting single sides of the response. HCA has no obligation to read, consider, or score any material exceeding stated page limits. There will be no grounds for protest if critical information is on the pages exceeding the specified page limit that is not reviewed.

- E. 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 is under no obligation to consider any supplemental materials submitted that were not requested.

### **3.3 BIDDER PROFILE & SUBMITTAL FORM (MANDATORY)**

Exhibit A, Bidder Forms and Certifications, Section A, Bidder Profile & Submittal Form must be completed in its entirety and 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).

### **3.4 DIVERSE BUSINESS INCLUSION PLAN (MANDATORY)**

Exhibit A, Bidder Forms and Certifications, Section B, Diverse Business Inclusion Plan must be completed in its entirety. In accordance with legislative findings and policies set forth in RCW 39.19 HCA 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 HCA 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 HCA 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.

### **3.5 EXECUTIVE ORDER 18-03 (SCORED)**

Bidder must review Exhibit A, Bidder Forms and Certifications, Section C, Executive Order 18-03 – Worker's Rights and respond as to whether the Bidder requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses and class or collective action waivers.

### **3.6 PCBS CERTIFICATION PREFERENCE (SCORED)**

Pursuant to RCW 39.26.280, Bidder must review Exhibit A, Bidder Forms and Certifications, Section D, PCBs Certification Preference and attest to whether the diaper products identified in Section D were tested by Bidder, and if diaper products were tested, they do not contain PCBs.

### **3.7 DRAFT CONTRACT (MANDATORY)**

The ASB will be expected to enter into a contract which is substantially the same as the sample draft contract and its general terms and conditions attached as Exhibit B. HCA will not accept any draft contracts prepared by any Bidder. The Bidder must be prepared to agree to all terms of the attached Exhibit B, Draft Contract, as presented or the Proposal may be rejected. If Bidder has exceptions to the terms and conditions, they must include with their Proposal a copy of the Draft Contract with redline edits/comments documenting the changes they propose to be made if selected as ASB, and Bidder must select checkbox "YES" in Exhibit A, Bidder Forms and Certifications, Section A, Bidder Profile & Submittal Form, Subsection 4, Certifications and Assurances, item (g)(2). 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 will review requested

exceptions and accept or reject the same at its sole discretion. If Bidder has no changes to the Draft Contract, then Bidder must select checkbox “NO” in Exhibit A, Bidder Forms and Certifications, Section A, Bidder Profile & Submittal Form, Subsection 4, Certifications and Assurances, item (g)(2).

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.

### **3.8 DATA SECURITY REQUIREMENTS RESPONSE (SCORED)**

The Data Security Requirements Response consists of two (2) components: (1) the Data Security Questionnaire (*Exhibit E*), and (2) the Data Security Attestation (*Exhibit F*). Bidder must complete both components of the Data Security Requirements Response to be considered responsive.

#### **A. WaTech Security Policies and Standards**

The purpose of [WaTech's Security Policies and Standards](#) is to set expectations with the Bidder about the level of detail and effort needed to complete the Security Design Review (SDR) and for HCA to assess the security posture of the Bidder.

##### **i. Exhibit E – Data Security Questionnaire**

Bidder must complete the “Requirements” tab in Exhibit D, Data Security Questionnaire, in accordance with the direction provided on the “Instructions” tab within the Exhibit.

##### **ii. Exhibit F – Data Security Attestation**

Bidder must complete the attestations included in Exhibit F, Data Security Attestation. Bidder must respond using Exhibit F as its template.

### **3.9 WRITTEN PROPOSAL (SCORED)**

Exhibit C, Written Proposal must be completed in its entirety in accordance with the page limits identified within the Exhibit (See Section 3.2(E)). Bidder must respond using Exhibit C as its template to ensure compliance with the formatting requirements outlined in Section 3.2(B).

### **3.10 COST PROPOSAL (SCORED)**

*(Maximum available points: 525 points)*

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

#### **A. Identification of Costs**

- i. Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. ASB(s) will be required to collect Washington HCA sales and use taxes from HCA, as applicable, and for remittance of payment to the Washington HCA Department of Revenue (DOR). Bidders must identify any expenses to which Washington State sales and use taxes apply in the Cost Proposal and include an estimated amount for such taxes (based on the current tax rate(s)). HCA

understands these amounts may fluctuate as tax rates fluctuate. If a tax isn't specifically identified, HCA will assume it is included in the costs identified.

B. Exhibit D, Cost Proposal

- i. In Exhibit D, Cost Proposal, there are fifty-two (52) incontinence and urinary Products HCA is procuring, and those Products are identified by Item No. (Column A), HCPC Code (Column C), Item Description (Column D), and the most common Referenced Brands/Manufacturers (Column M).
- ii. Bidder must provide Unit Cost Per Item for each Item listed by completing Columns G, I, and K.
- iii. Bidder must provide a Total Bid Amount for each item listed by completing Columns H, J, and L.
- iv. The Cost Proposal's Total Bid Amount for each item must include, but is not limited to the following:
  - a. Cost for Bidder's services as described in Section 1.5, *Scope of Work*.
  - b. Any one-time or set-up charges, fees, and potential costs that Bidder may charge HCA (e.g., shipping and handling, per piece pricing, and palletizing).
    - (1) Bidder must include in the unit price of each item the prices freight-on-board (F.O.B) Destination, with transportation charges prepaid on all orders.
  - c. Cost of delivery, including emergency deliveries, must be included in the unit price of each product.
    - (1) Bidder must not charge HCA or its Clients any additional charge for delivery.
- v. Bidder must complete Column N, Exact Matches Proposed, by listing the items that match the Referenced Brands/Manufacturers in Column M if those are items the Bidder can provide to HCA Clients.
- vi. If Bidder is proposing an item not listed in Column M, then Bidder must propose an alternate product by listing the product and providing details/specifications in Column O, Proposed Alternate Product Details. Samples of alternate products must be shipped, at no cost to HCA, to the following address:

Washington State Health Care Authority  
Attn: CQCT Contract Manager  
626 8<sup>th</sup> Avenue SE  
Olympia, WA 98504-5506
- vii. The Cost Proposal must be submitted to HCA using the provided Excel template. Failure to complete Exhibit D as described herein and in section 3.2, *Proposal Requirements and Guidelines* may result in disqualification of a Bidder's proposal.
- viii. Upon submission of the Cost Proposal, Bidder certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

- ix. HCA is not obligated to purchase items in any specific quantity. The estimated annual quantities specified in Column F of the Cost Proposal are estimates based on prior purchases. Exact quantities to be purchased are unknown, however the Bidder will be required to furnish all such materials and services as may be ordered during the contract term.

## 4. EVALUATION AND CONTRACT AWARD

### 4.1 EVALUATION PROCEDURE

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

- A. All proposals received by stated deadline in Section 1.2 (ESTIMATED SCHEDULE OF SOLICITATION ACTIVITIES) will be reviewed by the RFP Coordinator to ensure that they contain all of the required information requested in the RFP. Only responsive proposals that meet the requirements will be evaluated by the evaluation team. Any Bidder who does not meet stated qualifications or any proposal that does not contain all the required information will be rejected as non-responsive.
- B. HCA may, at its sole discretion, waive minor administrative irregularities.
- C. The RFP Coordinator may, at their 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.
- D. Responsive Written Proposals will be reviewed and scored by an evaluation team using the weighted scoring system described in Section 4.2 (EVALUATION WEIGHTING AND SCORING). Written Proposals will be evaluated strictly in accordance with the requirements set forth in this RFP and any addenda issued.
- E. The evaluation of the Cost Proposal will be completed by a finance subject matter expert.
- F. The evaluation of Executive Order 18-03 will be completed by the RFP Coordinator.
- G. The evaluation of PCBs Certification Preference will be completed by program subject matter experts.
- H. HCA, at its sole discretion, may elect to select finalists for an oral presentation.
- I. HCA reserves the right to award the contract to Bidder whose proposal is deemed to be in the best interest of HCA.

### 4.2 EVALUATION WEIGHTING AND SCORING

The evaluation process will consist of two (2) Phases as described below and will be evaluated by evaluation team(s) designated by HCA. Evaluation team members will evaluate and score each section of the Proposal they have been assigned. Different Evaluators may be assigned to different Proposal sections based on their area of expertise.

**4.3 PHASE 1 EVALUATION AND SCORING: DATA SECURITY REQUIREMENTS RESPONSE**

Bidder must receive a Pass evaluation on all sections of the Data Security Requirements Response (Section 3.8) in order to have an overall Pass and qualify to advance to Phase 2 of the evaluation process. If a Bidder receives a Fail designation on any section of the Data Security Requirements Response, they will not advance to Phase 2 of the evaluation process and their Proposals are no longer in consideration for ASB. Bidders will not be provided notice if they receive a Fail designation on any section of the Data Security Requirements Response.

- A. Exhibit E, *Data Security Questionnaire*, will be evaluated as a Pass or Fail based on the following Evaluation Matrix:

Data Security Questionnaire Evaluation Matrix	
Response Type	Designation
Bidder responds “Yes, currently compliant” to <u>all applicable</u> requirements in Exhibit E.	PASS
Bidder responds to <u>all applicable</u> requirements in Exhibit E as: <ul style="list-style-type: none"> <li>• “Yes, currently compliant”; and/or</li> <li>• “No, not currently compliant but will be compliant on or before September 30, 2026,” and provides adequate notes* about how the requirement will be met by September 30, 2026; and/or</li> <li>• “Not Applicable” and adequately defends** why the requirement is not applicable.</li> </ul>	PASS
Bidder responds to <u>any applicable</u> requirement in Exhibit E as: <ul style="list-style-type: none"> <li>• “No, not currently compliant but will be compliant on or before September 30, 2026” but <b>does not</b> provide adequate notes* about how the requirement will be met by September 30, 2026; and/or</li> <li>• “Not Applicable” and <b>does not</b> adequately defend** why the requirement is not applicable.</li> </ul>	FAIL
Bidder responds “No, cannot comply with requirement” to <u>any applicable</u> requirement in Exhibit D.	FAIL

\*Bidder may review Exhibit E, Example Responses tab, for guidance on HCA’s definition of “adequate notes”.

\*\* Bidder may review Exhibit E, Example Responses tab, for guidance on HCA’s definition of “adequately defends”.

- B. Exhibit F, *Data Security Attestation*, will be evaluated as a Pass or Fail based on the following Evaluation Matrix:

Data Security Attestation Evaluation Matrix		
Attestation	Response Type	Designation
A	YES	PASS
A	NO	FAIL
B	YES	PASS

B	NO	FAIL
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**4.4 PHASE 2 EVALUATION AND SCORING: EXECUTIVE ORDER 18-03, PCBs CERTIFICATION PREFERENCE, WRITTEN PROPOSAL, AND COST PROPOSAL**

Bidders' Phase 2 final scores will be based on the following scored items: Executive Order 18-03, PCBs Certification Preference, Written Proposal, Cost Proposal, and Oral Presentations (if necessary).

**A. Scoring of Executive Order 18-03**

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 proposals for best value and provide a preference in the amount of 30 points to any Bidder who certifies, pursuant to the certification included in Exhibit A, Bidder Forms and Certifications, Section C, that their business 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 from evaluation of this RFP, however they will receive *0 out of 30* points for this section.

**B. Scoring of PCBs Certification Preference**

Pursuant to RCW 39.26.280, HCA will provide a preference in the amount of 50 points to any Bidder who certifies, pursuant to the certification included in Exhibit A, Bidder Forms and Certifications, Section D, that their organization tested for PCBs in all diaper products listed and the products do not contain PCBs. The method for testing products for PCBs must be per U.S. Environmental Protection Agency (EPA) Analytical Method 1668c. Bidders that do not apply for the PCBs preference points for diaper products listed in Exhibit A, Bidder Forms and Certifications, Section D will not be disqualified from evaluation of this RFP, however they will receive *0 out of 50* points for this section.

**C. Scoring of Written Proposal**

Each question in Exhibit C, Written Proposal has been assigned a weight. Points will be assigned to each question based upon the average of all evaluation team members scores for the question (0-10) multiplied by the weight indicated below. Individual question scores will then be combined to result in the Bidder's total weighted score. Any point calculations that result in decimal points will be rounded to the nearest whole number. The weight and maximum points for each question are as outlined in the following Evaluation Table:

<b>Evaluation Table</b>		
<b>Section Title</b>	<b>Weight</b>	<b>Maximum Points</b>
Bidder Experience and Organization Qualifications	6.0	60
Relevant Contract and Performance History	4.5	45
Readiness Partnerships, and Subcontractors	3.9	39
Product Quality, Specifications, and Sustainability	4.5	45
Service Capabilities and Operational Processes	4.8	48
Prior Authorization and Utilization Management	2.0	20
Quality Assurance and Compliance	4.9	49
Delivery, Logistics, and Packaging	4.4	44
Project Management, Risk, and Performance Accountability	4.5	45

<b>Written Proposal Maximum Points</b>	<b>395</b>
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D. Scoring Rubric for Written Proposal

Evaluators will score the sections outlined in the Evaluation Table above using the following (0-10) scoring rubric:

<b>Scoring Rubric</b>		
<b>Score</b>	<b>Description</b>	<b>Scoring Criteria</b>
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.

E. Scoring of Cost Proposal

Each of the cost elements listed in Exhibit D, Cost Proposal will be scored individually based on the lowest proposed total cost for each element. Points for each element will be computed according to the formula below. Any point calculations that result in decimal points will be rounded to the nearest whole number.

Lowest Cost Element	x	Cost Element Maximum Points	=	Bidder's Cost Element Points
Bidder's Cost Element				

The weights and maximum number of points possible for each category are outlined in the table below:

Evaluation Table – Cost Proposal		
Cost Element	Cost Element Description	Maximum Points Possible
1	3-Year Initial Contract Term Total Bid Amount	175
2	4-Year Initial Contract Term Total Bid Amount	175
3	5-Year Initial Contract Term Total Bid Amount	175
<b>Cost Proposal Maximum Points</b>		<b>525</b>

The Bidder's score for each of the cost elements will then be summed to determine the Bidder's total Cost Proposal score.

*For example (dollar amounts are for illustrative purpose only):*

Cost Element #1 – 3 Year Initial Contract Term Total Bid Amount			
Bidder No.	Proposed Cost	Lowest Cost	Awarded Points
1	\$76,650,774.75	\$75,847,921.65	173.2
2	\$75,975,451.14	\$75,847,921.65	174.7
3	\$75,847,921.65	\$75,847,921.65	175

Cost Element #2 – 4 Year Initial Contract Term Total Bid Amount			
Bidder No.	Proposed Cost	Lowest Cost	Awarded Points
1	\$103,201,001.28	\$103,201,001.28	175
2	\$104,900,600.40	\$103,201,001.28	172.2
3	\$104,623,298.48	\$103,201,001.28	172.6

Cost Element #3 – 5 Year Initial Contract Term Total Bid Amount			
Bidder No.	Proposed Cost	Lowest Cost	Awarded Points
1	\$135,661,254.35	\$131,674,083.60	169.8
2	\$133,629,260.75	\$131,674,083.60	172.4
3	\$131,674,083.60	\$131,674,083.60	175

Total Cost Proposal Scores				
Bidder No.	Cost Element #1 Score	Cost Element #2 Score	Cost Element #3 Score	Total Awarded Points
1	173.2	175	169.8	518
2	174.5	172.2	172.4	519
3	175	172.6	175	523

F. Phase 2 – Total Combined Score

Evaluation Table – Total Combined Score		
Section/Exhibit	Title	Maximum Points
Section 3.5/Exhibit A	Executive Order 18-03	30
Section 3.6/Exhibit A	PCBs Certification Preference	50
Exhibit C	Written Proposal	395

Exhibit D	Cost Proposal	525
<b>Total Maximum Points</b>		<b>1000</b>

G. Oral Presentations (if applicable)

HCA may elect to schedule oral presentations with the Bidders with the highest Phase 2 total combined scores for Executive Order 18-03, PCBs Certification Preference, Written Proposal, and Cost Proposal to advance to the oral presentation (finalists), if necessary.

- i. Should oral presentations become necessary, HCA will contact the finalists to provide further details and schedule the presentations. The oral presentations will be held via HCA's preferred video conferencing system.
- ii. The total combined score for Executive Order 18-03, Written Proposal, and Cost Proposal will not carry forward to oral presentations.
- iii. Commitments made by the Bidder at the oral presentation, if any, will be considered binding.
- iv. The evaluation and ranking of oral presentations will be accomplished by an evaluation team, to be designated by HCA, who will score the oral presentations using a consensus-based Strengths-Weaknesses-Opportunities-Risks (SWOR) analysis.

<b>SWOR Analysis</b>		
<b>SWOR</b>	<b>Bidder 1</b>	<b>Bidder 2</b>
<b>Strengths</b>		
<b>Weakness</b>		
<b>Opportunities</b>		
<b>Risks</b>		
<b>Ranking</b>		
Strengths	What separates them from the competition?	
Weakness	Where do they need to improve?	
Opportunities	What gives them a competitive edge?	
Risks	Issues that could negatively impact the project?	

- v. Internal and external participants/evaluators may be present at oral presentations.
- vi. The oral presentation will determine the Apparent Successful Bidder.

#### **4.5 BEST AND FINAL OFFER (BAFO)**

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

#### **4.6 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 Section 1.3 of this RFP.

If applicable, HCA's best interest will be determined by HCA staff, who have sole discretion over this determination. The basis for such determination will be communicated in writing to all Bidders with Substantially Equivalent Scores.

#### **4.7 NOTIFICATION TO BIDDERS**

HCA will announce the ASB to all Bidders via the WEBS notification system.

#### **4.8 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 conference. The request for a debriefing conference must be received by the RFP Coordinator no later than 5:00 p.m., Pacific Time, 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:

- 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.

Topics a Bidder could have raised as part of the COMPLAINT PROCESS (Section 2.9) 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.

#### **4.9 PROTEST PROCEDURE**

A 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 (5) Business Days to file a protest. Protests must be received by the Contracts Administrator no later than 4:30 p.m., Pacific Time, on the fifth Business Day following the Bidder's debriefing. Protests must be submitted by e-mail to ensure timely receipt.

Consistent with RCW 39.26.030, proposal submissions and proposal evaluations will be available for public inspection following the announcement of ASB(s). If requested by a Bidder who received a debriefing pursuant to Section 4.8, the protest period will not conclude before the requestor has been provided with the applicable proposal submissions and proposal evaluations and provided five (5) Business Days to review the same. Bidder is responsible for notifying the RFP Coordinator of any such public disclosure requests so the timeline can be adjusted accordingly.

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.

- A. All protests must be in writing, addressed to the Contracts Administrator, and signed by the protesting party or an authorized agent. The protest must HCA (1) the RFP 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. Protests must be emailed to [contracts@hca.wa.gov](mailto:contracts@hca.wa.gov) with the following subject line: "RFP # Protest – [Bidder Name]"
- B. Only protests alleging an issue of fact concerning the following subjects will be considered:
  - i. A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
  - ii. Errors in computing the score; or
  - iii. Non-compliance with procedures described in the RFP, HCA's protest process, or Department of Enterprise Services (DES) policy requirements (POL-DES-170-00).

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.

- C. Upon receipt of a protest, HCA will undertake a protest review. The HCA Director, or an HCA employee delegated by the HCA Director who is a neutral party with no involvement in the evaluation and award process (Protest Officer), will review and respond to the protest. 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 Protest Officer will have the right to seek additional information regarding the solicitation from sources they deem appropriate in order to fully consider the protest.
- D. 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 Protest Officer. In such a situation, the protest materials submitted by each Bidder will be made available to all other Bidders upon request.
- E. The Protest Officer will issue a written protest response no more than ten (10) Business Days after receipt of the protest, unless additional time is needed, in which case HCA will notify the protesting Bidder in writing. The Protest Officer's decision is final unless the HCA Director exercises their right to make the final agency decision on the protest. There will be no appeal process.
- F. The final determination of the protest will:
  - i. Find the protest lacking in merit and uphold HCA's action; or
  - ii. Find only technical or harmless errors in HCA's acquisition process and determine HCA to be in substantial compliance and reject the protest; or

iii. Find merit in the protest and provide options to the HCA Director, which may include:

- 1) Correct the errors and re-evaluate all proposals; or
- 2) Issue a new solicitation document and begin a new process; or
- 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.

## **RFP EXHIBITS**

- Exhibit A Bidder Forms and Certifications *(included as a separate attachment)*
- Exhibit B Draft Contract *(included as a separate attachment)*
- Exhibit C Written Proposal
- Exhibit D Cost Proposal *(included as a separate attachment)*
- Exhibit E Data Security Questionnaire *(included as a separate attachment)*
- Exhibit F Data Security Attestation *(included as a separate attachment)*

## **RFP ATTACHMENTS**

- Attachment 1 Washington Average Product and Client Usage List *(included as a separate attachment)*
- Attachment 2 SLA Service Credit Table *(included as a separate attachment)*

## **EXHIBIT A – BIDDER FORMS AND CERTIFICATIONS**

Exhibit A is included as a separate document.

## **EXHIBIT B – DRAFT CONTRACT**

Exhibit B is included as a separate document.

## **EXHIBIT C – WRITTEN PROPOSAL**

*(Maximum available points: 395 points)*

**Maximum Page Limit for Written Proposal:** 25 pages, excluding any HCA requested flow charts, graphs, certifications, etc., which will not be counted toward the page limit.

**Note:** Proposal requirements are described in Section 3.2, *Proposal Requirements and Guidelines*, and proposal submission guidelines are specified in Section 2.6, *Submission of Proposals*.

### **1. Bidder Experience and Organizational Qualifications (60 points)**

1.1 The Bidder must describe its organization and history, including:

- A. Total years in business. *(7 points)*
- B. Total years of operation in Washington State. If Bidder is new to operating in Washington State, describe how Bidder plans to become licensed to conduct business in Washington within 30 calendar days of being selected as Apparent Successful Bidder (ASB). *(3 points)*
- C. Experience providing services of the type requested in this RFP by providing evidence of DMEPOS accreditation from a CMS-approved organization. *(20 points)*
- D. Experience providing services for Medicaid programs, including identification of the program(s) and a brief summary of services provided. *(20 points)*
- E. Experience working with local, tribal, and rural clients. *(10 points)*

### **2. Relevant Contract and Performance History (45 points)**

2.1 The Bidder must describe relevant experience demonstrating its ability to perform the services required under this RFP, including:

- A. Relevant experience and qualifications of the Bidder and any Subcontractors. *(22 points)*
- B. Contracts held within the last five years that are similar in scope and complexity to the services in this RFP. *(23 points)*

### **3. Readiness, Partnerships, Subcontractors, and Contract Management (39 points)**

3.1 The Bidder must describe readiness plan to provide services upon contract execution, including:

- A. Identify key personnel assigned to the contract and their roles and responsibilities and describe staff qualifications, experience and relevant skills. *(8 points)*
- B. Staffing readiness and proposed personnel. *(8 points)*
- C. Workflow and implementation approach. *(8 points)*
- D. Identification of all vendors and Subcontractors and their roles. *(5 points)*

- E. Disclosure of whether any vendor or Subcontractor assisted in the development of this solicitation. *(2 points)*
- F. Oversight and management approach for Subcontractor performance. *(8 points)*

**4. Product Quality, Specifications, and Sustainability (45 points)**

4.1 The Bidder must describe how product requirements will be met, including:

- A. Ability to meet product quality and specification requirements outlined in Section 1.5, Scope of Work, Subsection 2. *(12 points)*
- B. Use of energy efficient, bio-based, or environmentally preferred products. *(6 points)*
- C. Applicable third-party certifications, including USDA certified bio-based product labeling, if applicable. *(3 points)*
- D. Processes for acceptance of new products. *(12 points)*
- E. Processes for product changes and substitutions. *(12 points)*

**5. Service Capabilities and Operational Processes (48 points)**

5.1 The Bidder must describe business processes used to meet service delivery requirements, including:

- A. Call Center operations. *(6 points)*
- B. Intake processes. *(6 points)*
- C. Documentation. *(6 points)*
- D. Verification services. *(6 points)*
- E. Nursing assessments. *(6 points)*
- F. Training. *(6 points)*
- G. Reporting. *(6 points)*
- H. Complaint resolution process. *(6 points)*

**6. Prior Authorization and Utilization Management (20 points)**

6.1 The Bidder must describe prior authorization and utilization management procedures including:

- A. Intake and review processes. *(5 points)*
- B. Decision-making and notification procedures. *(5 points)*
- C. Controls to ensure accuracy, timeliness, and compliance with contract requirements. *(5 points)*

D. Processes to prevent inappropriate denials and delays. *(5 points)*

**7. Quality Assurance and Compliance (49 points)**

7.1 The Bidder must describe its Quality Assurance Program, including:

A. Maintenance and protection of client records. *(7 points)*

B. Process for maintaining current licensed credentialed staff records. *(7 points)*

C. Monitoring and review of product delivery. *(7 points)*

D. Maintenance of product distribution history and complaint files. *(7 points)*

E. Prescription documentation. *(7 points)*

F. Client Satisfaction questionnaires or surveys. *(7 points)*

G. Performance monitoring and audit review processes. *(7 points)*

**8. Delivery, Logistics, and Packaging (44 points)**

8.1 The Bidder must describe delivery and logistics processes, including:

A. Delivery programs and transportation methods. *(11 points)*

B. Delivery timelines and tracking mechanisms. *(11 points)*

C. Packaging standards and controls. *(11 points)*

D. Processes for resolving delivery-related issues. *(11 points)*

**9. Project Management, Risk, and Performance Accountability (45 points)**

9.1 The Bidder must describe project management and accountability processes, including:

A. Project plan and approach to accomplishing the scope of work. *(10 points)*

B. Project team structure and internal controls. *(8 points)*

C. Organizational chart showing lines of authority and final responsibility. *(5 points)*

D. Transition and readiness activities for implementation. *(5 points)*

E. Identification of project risks and mitigation strategies. *(7 points)*

F. Service Level Agreements, performance monitoring, reporting, and corrective action processes. (10 points)

**10. The following question is for informational purposes only and will not be scored:**

10.1 Was an artificial intelligence large language model used in the creation of this Written Proposal response, Yes or No? (unscored)

**EXHIBIT D – COST PROPOSAL**

Exhibit D is included as a separate document.

## **EXHIBIT E – DATA SECURITY QUESTIONNAIRE**

Exhibit E is included as a separate document.

## **EXHIBIT F – DATA SECURITY ATTESTATION**

The Bidder must complete the following attestations:

### A. Attestation – Security Design Review (SDR)

Bidder will provide resources to complete and pass the SDR on or before September 30, 2026. Passing an SDR includes completing all items provided in Exhibit E, *Data Security Questionnaire*, provide supporting documentation (Bidder’s policies, procedures, and third-party assessment reports: SOC 2 Type 2), participate in collaboration meetings with HCA, and a final review with Office of Cyber Security. The entire SDR process can take approximately three (3) to six (6) months to complete.

If Bidder can affirm their commitment to this requirement, please select “YES” below. If Bidder cannot affirm their commitment to this requirement, please select “NO” below.

YES NO

### B. Attestation – Access Authentication

Bidder will implement access authentication for end users and State agency staff in compliance with Exhibit E, *Data Security Questionnaire*, Section 6 Access Security. Authentication requirements include Enterprise Active Directory or MS Entra Active Directory for State agency staff and Secure Access Washington for end users. Vendor solution must be able to support SAML 2.0 and accept multiple identity providers. Requirements provided in [WaTech Security Chapter](#).

If Bidder can affirm their commitment to this requirement, please select “YES” below. If Bidder cannot affirm their commitment to this requirement, please select “NO” below.

YES NO